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

THE KNOX COUNTY BOARD OF COMMISSIONERS SHALL MEET IN AGENDA WORK SESSION ON MONDAY, NOVEMBER 14, 2016 AT 5:00 P.M. IN THE MAIN ASSEMBLY ROOM OF THE CITY COUNTY BUILDING, 400 WEST MAIN STREET. ALL AGENDA ITEMS ARE SUBJECT TO VOTE.

AGENDA

1.		Pledge to the Flag.
2.		Amendments to the agenda.
3.		Approval of the minutes of the previous meeting.
4.	R-16-11-101	Consideration of a Resolution of the Commission of Knox County, Tennessee honoring George C. Kaousias. *(Commissioner Carringer)*
5.	R-16-11-102	Consideration of a Resolution of the Commission of Knox County, Tennessee honoring Daniel William Sofield of Boy Scout Troop 36 for earning the rank of Eagle Scout. *(Commissioner Dailey)*

6. R-16-11-110 Consideration of a Resolution of the Commission of Knox County, Tennessee accepting the resignation of Dennis Sewell (District 3) on the Knox County Board of Zoning Appeals and appointing James Corcoran to serve the remaining unexpired term of Dennis Sewell on the Board of Zoning Appeals, which term expires September 30, 2018.
(Commissioner Smith)

7. R-16-11-201 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with BloomBoard, Inc. for participation in the Teach Like a Champion National Pilot at a cost up to $5,000.00 utilizing Title II funding.
(Schools)

8. R-16-11-202 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Memorandums of Understanding with the Tennessee Higher Education Commission for implementation of the Advise TN program at Austin East and Fulton High Schools for the 2016-2017 school year with the option to renew for the 2017-2018 and 2018-2019 school years.
(Schools)

9. R-16-11-203 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the renewal of an agreement with Elgin Children's Foundation for the provision of an Elementary School Dental Program to provide free dental care and treatment as well as transportation to dental service providers to qualified children at selected schools.
(Schools)

10. R-16-11-204 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Color Guard Regional Event Partner Agreement with Winter Guard International, Inc. (WGI) for administration of the WGI Knoxville Color Guard Regional Band Competition at Hardin Valley Academy on Saturday, February 11, 2017 at a cost of $3,100.00.
(Schools)

11. R-16-11-205 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of the Title I, Part A, School Improvement Innovation Zone (iZone) Grant from the Tennessee Department of Education in the amount up to $600,000.00.
(Schools)

12. R-16-11-206 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 $15,000.00 for Central High School's Tutoring Center for the 2016-2017 school year.
(Schools)

13. R-16-11-207 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 $5,700.00 for Holston Middle School's Tutoring Center for the 2016-2017 school year.
(Schools)

14. R-16-11-208 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Grant Agreement with Elgin Children's Foundation for a Dental Coordinator for the Elementary School Dental Program in the amount of $24,540.00 for the period beginning July 1, 2016 and ending June 30, 2017.
(Schools)

15. R-16-11-209 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of a donation in the amount up to $3,300.00 from the Gibbs High School Foundation for the purchase and installation of brick pavers around the existing school sign near the front entrance to Gibbs High School.
(Schools)

16. R-16-11-210 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the request of Hardin Valley Academy for extension of the walkway at the front of Hardin Valley Academy at a project cost of $3,000.00 funded by the Hardin Valley Academy Foundation, Inc. and 2016 pooled BEP funds.
(Schools)

17. R-16-11-211 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of a donation in the amount of $11,004.90 from the Rocky Hill Elementary School PTO for the purchase and installation of playground equipment at Rocky Hill Elementary School.
(Schools)

18. R-16-11-212 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 $1,277.88.
(Schools)

19. R-16-11-213 Consideration of a Resolution of the Commission of Knox County, Tennessee approving amendments to the contracts with Kids Place, Inc., Shades of Development, School Care, Inc., and YMCA of East Tennessee to extend After School Care Program Services during Winter Break 2016 and Spring Break 2017 at Sam E. Hill Family Community Center, Chilhowee Intermediate School and Amherst, Brickey-McCloud, Copper Ridge, Fountain City, Gibbs, Halls, Karns, Mount Olive, Powell, Rocky Hill, and Spring Hill Elementary Schools.
(Schools)

20. R-16-11-214 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Mastery Connect, Inc. for the provision of an assessment management tool as needed by individual schools for the term of November 1, 2016 through October 31, 2017 with the option to extend for four (4) additional years, one (1) year at a time, for a possible total of five (5) years.
(Schools)

21. R-16-11-215 Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts with Kellems Recycling Systems, Inc. and Magic Mulch, LLC for the provision of playground protective surface material as needed by individual schools for the period of one (1) year with the option to extend for four (4) additional years, one (1) year at a time, for a possible total of five (5) years.
(Schools)

22. R-16-11-301 Consideration of a Resolution of the Commission of Knox County, Tennessee approving acceptance of a grant in the amount not to exceed $132,452.00 from the Federal Emergency Management Agency (FEMA) under the Port Security Grant Program with required matching funds in the amount of $33,113.00 for the period beginning September 1, 2016 and ending August 31, 2019.
(Sheriff)

23. R-16-11-302 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the donation, upon retirement, of secondary service weapons to the officer(s) who are assigned those weapons, in accordance with Section 9 of the Knox County Purchasing regulations.
(Sheriff)

24. R-16-11-401 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with EJM Properties for properties located at 9957 Dutchtown Road (CLT # 118-16301) and 10022 Bob Gray Road (a portion of CLT # 118-100).
(Engineering and Public Works)

25. R-16-11-402 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Marsh-Don, LLC for property located at 12167 Woodhollow Lane (CLT # 130-07305).
(Engineering and Public Works)

26. R-16-11-403 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Ball Homes, LLC for properties located at 0 Sam Lee Road (CLT # 103-10806), 0 Sam Lee Road (CLT # 103-10807) and 11137 Hardin Valley Road (CLT # 103-10805).
(Engineering and Public Works)

27. R-16-11-404 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Neyland Apartment Associates Five, LLC for properties located at 5120 Andover Green Way (CLT # 049-04002) and 5104 Yellow Rose Way (CLT # 049-041).
(Engineering and Public Works)

28. R-16-11-405 Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Middlebrook Storage, LLC for properties located at 8627 Middlebrook Pike (CLT # 105-15809) and 0 Middlebrook Pike (CLT # 105-15806).
(Engineering and Public Works)

29. R-16-11-406 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Duncan-Parnell for the purchase of GPS equipment to meet the regulatory requirements of the EPA NPDES Phase II Permit and to meet FEMA, National Flood Insurance Program, and Community Rating System compliance requirements.
(Engineering and Public Works)

30. R-16-11-407 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract for green waste recycling services.
(Solid Waste)

31. R-16-11-801 Consideration of a Resolution of the Commission of Knox County, Tennessee approving payments to the following Knox County Schools for surplus mowing equipment sold by the Knox County Procurement Department via online auction: Fulton High School ($1,271.00), Powell High School ($2,530.00) and Hardin Valley Academy ($715.00).
(Finance)

32. R-16-11-802 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Amendment and Restatement of Knox County's Series D-3-A Loan Agreement with the Public Building Authority of Blount County, Tennessee directing the establishment of a new index period on the related Local Government Public Improvement Bonds, Series D-3-A and authorizing the execution and delivery of a new index rate agreement in connection therewith.
(Finance)

33. R-16-11-803 Consideration of a Resolution of the Commission of Knox County, Tennessee to approve a contract with Gila, LLC d/b/a Municipal Services Bureau (MSB) to provide credit card processing services.
(Purchasing)

34. R-16-11-804 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Knox County Regional Forensic Center & Occupational Research and Assessment, Inc. for a Medical Examiner Software (MDILog) License Agreement.
(Forensic Center)

35. R-16-11-901 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Residential Lease Agreement with Valentine Carter and Sons, LLC for the Knox County Recovery Court to lease a house located at 2236 Mississippi Avenue for use as transitional housing for the period beginning May 1, 2016 and ending April 30, 2018 at a cost of $850.00 per month.
(Knox County Recovery and Veteran's Treatment Court)

36. R-16-11-902 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to the contract with DataBank IMX, LLC for the development, installation and maintenance of an electronic content management system for the Circuit Court Clerk's Office which amendment provides for implementation of an online document management system for the Fourth Circuit, Sessions, and Criminal Courts.
(DEFERRED FROM OCTOBER)
(Criminal, Sessions and Fourth Circuit Court Clerk)

37. Consideration of the closure of a portion of Lovelace Road. The closure will affect the last approximately 1300 feet of Lovelace Road where it terminates into Melton Hill Lake.
(Engineering and Public Works)

38. Line Item Transfers.
(Finance)

39. Spread of Record the Knox County Mayor's order appointing Richard Montgomery to the Knox Chapman Utility District Board of Commissioners.
(Law Department)

40. Presentation of the Quarterly Efficiency Dividend Check by the Clerk of Courts.
(Criminal, General Sessions and Fourth Circuit Court Clerk)

41. Spread of Record the Knox County Mayor's Employee Handbook.
(Law Department)

42. Spread of Record Knox County Law Director's Employee Handbook.
(Law Director)

43. 10-A-16-SNC Request of Eric Moseley for street name change from Coyote Way to Elsie Lavell Way between Letsinger Cove Lane and northeastern terminus. COMMISSION DISTRICT 6. MPC Recommendation: Approve the street name 'Elsie Lavell Way.'

44. 10-D-16-RZ Request of Parker Properties, Inc. for rezoning from PR (Planned Residential) and OS (Open Space) to PC (Planned Commercial). Property located northwest side of Sherill Boulevard, north of Park West Boulevard. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning.

45. 10-F-16-RZ Request of Parker Properties, Inc. for rezoning from PR (Planned Residential) to PC (Planned Commercial). Property located north side of Sherill Boulevard, west of Christian Academy Boulevard. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning.

46. 10-C-16-SP Request of Norman Dale Stewart and Valerie Treece Stewart for a North County Sector Plan amendment from LDR (Low Density Residential) to GC (General Commercial). Property located southwest end Gardenstone Way, southwest of Old Clinton Pike. COMMISSION DISTRICT 7. MPC Action: Adopt Resolution #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment.

47. 10-G-16-RZ Request of Norman Dale Stewart and Valerie Treece Stewart for rezoning from RA(Low Density Residential) and A(Agricultural) to CA(General Business). Property located southwest end of Gardenstone Way, southwest of Old Clinton Pike. Commission District 7. MPC Recommendation: Recommend the Knox County Commission approve CA(General Business) zoning.

48. 10-D-16-SP Request of The Development Corporation of Knox County for an East County Sector Plan amendment from LDR (Low Density Residential) to BP-1 (Business Park-Type 1). Property located northwest side Thorn Grove Pike, north of I-40, southwest of Midway Road. COMMISSION DISTRICT 8. MPC Action: Adopt Resolution #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park-Type 1) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.

49. 10-H-16-RZ Request of The Development Corporation of Knox County for rezoning from A(Agricultural) to EC(Employment Center). Property located northwest side of Thorn Grove Pike, north of I-40, southwest of Midway Road. COMMISSION DISTRICT 8. MPC Recommendation: Recommend the Knox County Commission approve EC(Employment Center) zoning.

50. 8-B-16-RZ 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 OCTOBER)**

51. 4-P-16-RZ 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 OCTOBER)**

RLA-6837 **1.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Pledge to the Flag.

RLA-6838 **2.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Amendments to the agenda.

RLA-6839 **3.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Approval of the minutes of the previous meeting.

RLA-6789 **R-16-11-101**

Work Session

Meeting Date: 11/14/2016

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 honoring George C. Kaousias.
(Commissioner Carringer)

RLA-6834 **R-16-11-102**

Work Session

Meeting Date: 11/14/2016

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 honoring Daniel William Sofield of Boy Scout Troop 36 for earning the rank of Eagle Scout.
(Commissioner Dailey)

RLA-6791 **R-16-11-110**

Work Session

Meeting Date: 11/14/2016

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 accepting the resignation of Dennis Sewell (District 3) on the Knox County Board of Zoning Appeals and appointing James Corcoran to serve the remaining unexpired term of Dennis Sewell on the Board of Zoning Appeals, which term expires September 30, 2018.
(Commissioner Smith)

Attachments

Resolution

bza letter

Resume--James Corcoran

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ACCEPTING THE RESIGNATION OF DENNIS SEWELL (DISTRICT 3) ON THE KNOX COUNTY BOARD OF ZONING APPEALS AND APPOINTING JAMES CORCORAN TO SERVE THE REMAINING UNEXPIRED TERM OF DENNIS SEWELL ON THE BOARD OF ZONING APPEALS, WHICH TERM EXPIRES SEPTEMBER 30, 2018.

RESOLUTION: **R-16-11-110**

REQUESTED BY: **COMMISSIONER SMITH**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Dennis Sewell recently resigned from his seat representing the 3rd Commission District on the Knox County Board of Zoning Appeals (the "Board of Zoning Appeals"); and

WHEREAS, pursuant to Resolution R-16-9-113 of the Knox County Commission, Dennis Sewell's term on the Board of Zoning Appeals expires September 30, 2018; and

WHEREAS, the Commission desires to appoint James Corcoran to serve the remaining unexpired portion of Dennis Sewell's term on the Board of Zoning Appeals.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Commission of Knox County hereby accepts the resignation of Dennis Sewell on the Knox County Board of Zoning Appeals.

BE IT FURTHER RESOLVED, that the Commission hereby appoints James Corcoran to Seat 3 representing the 3rd Commission District on the Board of Zoning Appeals, effective immediately. James Corcoran shall serve the remaining portion of Dennis Sewell's unexpired term, which term expires September 30, 2018.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

From the desk of Dennis Sewell

October 28, 2016

RE: Knox County Board of Zoning Appeals Commission District 3

Gentlemen, this letter is to inform you of my decision to resign from the Knox County Board of Zoning Appeals effective immediately.

Since my appointment to the BZA in September of 2014 our business has experienced a tremendous amount of growth and we are currently struggling to cover and maintain all of our business commitments with the same number of personnel we had 2 years ago. This is the best problem we could have but problematic never the less and I must now turn my full attention to the business that I have worked hard to build over the past 38 years.

I have enjoyed my time with BZA and I am humbled to have had the opportunity to serve Knox County, I have also learned to have a much greater amount of respect and appreciation of those who serve both elected and appointed. I also must include those employed by Knox County that have worked so closely with the BZA during my tenure, without their knowledge and ability to communicate the ordinances, law, etc. the job would have been much more difficult.

Once again I thank you for the experience and opportunity and I wish each of you the best in your endeavors, most of all “Thank You” for your service to the citizens of Knox County.

Respectfully,

Dennis Sewell

5675 Eagle Crest Ln., Knoxville, TN 37921 • (865) 406-0375• james@jecorcoran.com

James E. Corcoran III

Experience

November 2005-present Knoxville, TN

Attorney

- Practiced in Multiple areas of law including: General Civil Practice, Juvenile law, Dependence and Neglect, Severe Child Abuse, Delinquent Defense, Guardian Ad Litem, Termination of Parental Rights.
- Extensive trial experience, has represented several individuals and organizations in the civil setting. Worked extensively with social workers, mental health professionals, attorneys, and the judiciary in this setting. Has litigated with construction companies and mortgage companies in the civil setting.
- Experienced in appellate litigation as lead counsel, as well as having provided legal research for other attorneys.

2011- 2012 Maryville, TN

Assistant General Counsel- Department of Children's Services in Blount County

- Experienced Representation of Agency client, dealt in fast-paced, high-volume litigation in dependence and neglect field. Experienced aggressive litigation and representation of an organizational client. Utilized advanced conflict-resolution techniques.

2008-2009 Knoxville, TN

Director of Outreach for East Tennessee-Tennessee Lawyers Assistance Program

- As an independent contractor, engaged in outreach for attorneys and law students in the East Tennessee Area to provide assistance to attorneys and law students and other legal professionals with mental health and substance abuse issues. Provided Continuing Legal Education classes to District Attorney's Offices regarding availability of services and issues regarding the effect of mental health, substance abuse, and secondary trauma on the practice of law.

Education

2002- 2005 University of Tennessee, College of Law Knoxville, TN

Juris Doctor

- Cum Laude, Concentration in Advocacy

1997-2002 University of Tennessee Knoxville, TN

Bachelor of Arts, English

- Concentration in Rhetoric and Writing, minor in Political Science

Community Involvement

Center City Conservatives Republican Club

St. George Greek Orthodox Church

References

Ben Houston, Attorney, (865) 546-0011 ext. 102

Robin Gunn, Attorney (865) 546-0011 ext. 101

RLA-6809 **R-16-11-201**

Work Session

Meeting Date:	11/14/2016
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 BloomBoard, Inc. for participation in the Teach Like a Champion National Pilot at a cost up to $5,000.00 utilizing Title II funding.
(Schools)

Attachments

Resolution

Memorandum of Understanding

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BLOOMBOARD, INC. FOR PARTICIPATION IN THE TEACH LIKE A CHAMPION NATIONAL PILOT AT A COST UP TO $5,000.00 UTILIZING TITLE II FUNDING.

RESOLUTION: **R-16-11-201**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to enter into a Memorandum of Understanding with BloomBoard, Inc. for participation in an exclusive online pilot based on the *Teach Like a Champion* techniques; and

WHEREAS, Knox County Schools agrees to the responsibilities and terms set forth in the attached Memorandum of Understanding for participation in the Pilot; and

WHEREAS, the proposed Memorandum of Understanding is in the amount of $5,000.00 and is effective for the term of October, 2016 through June, 2017; and

WHEREAS, the Knox County Board of Education approved the Memorandum of Understanding with BloomBoard, Inc. at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with BloomBoard, Inc. for participation in the Teach Like a Champion National Pilot is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with BloomBoard, Inc. for participation in the Teach Like a Champion National Pilot shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

BloomBoard

Memorandum of Understanding
Teach Like A Champion National Pilot
Knox County Schools and BloomBoard

Teach Like A Champion National Pilot:

Doug Lemov and BloomBoard have partnered together to offer Knox County Schools the opportunity to participate in an exclusive online pilot based on the *Teach Like a Champion ("TLaC"),* techniques (the "Pilot"). Knox County Schools pilot participants will have access to collections of online learning and collaboration experiences on the BloomBoard platform, based on specific TLaC techniques, and created by Doug and his team.

The purpose of this Memorandum of Understanding ("MOU") is to confirm an understanding between BloomBoard, Inc., located at 227 Forest Ave., Palo Alto, CA, 94301, ("BBI"), and Knox County Schools, located at 912 South Gay Street, Knoxville, TN 37902 ("KCS"), to enter into an agreement to define the terms by which KCS will participate in the Pilot (the "Agreement"). BBI and KCS are each a "Party" to this MOU, which represents a binding expression of intent between the Parties to work together in accordance with its terms.

Parties:

BBI owns and operates an online platform for empowering educator growth (the "Platform"). The Platform offers personalized, competency-based professional learning programs, which include onsite and remote coaching supported by curated collections of resources ("Collections") and a proprietary micro-credential ("MC") offering. Finally, BBI also offers services and tools to enable schools and districts to use the Platform to create private Collections and MCs to meet the unique needs of their educators.

KCS is a Local Education Agency, who wishes to participate in the aforementioned Pilot program.

BBI Expectations and Deliverables:

Through this partnership, BBI will operate under the following expectations and is committed to providing the following deliverables:

- BBI will provide KCS access to Platform to engage in the TLaC Hub and program, specifically and solely for the purposes of participating in TLaC Pilot.
- Platform access will include 1) access to private TLaC content using BloomBoard collections, organized into specific TLaC techniques, and 2) access to virtual collaboration within BloomBoard private online "Rooms" aligned to TLaC techniques
- BBI will engage with KCS to plan and execute the Pilot in KCS's learning environment
- BBI will structure a process to collect feedback on the Pilot as part of the planning process with KCS

BloomBoard

KCS Expectations and Deliverables:

Through this partnership, KCS will operate under the following expectations and is committed to providing the following deliverables:

- KCS will engage in good faith efforts to promote the sustained engagement of its educators in the Pilot program and content throughout the duration of the Pilot
- KCS will leverage the BloomBoard platform as outlined above for all TLaC program participants.
- KCS will provide BBI personnel with feedback throughout the Pilot as to how best improve the platform, content and support services.
- Unless otherwise compelled via legal request (e.g. FOIA, etc.), KCS will keep the terms of this agreement strictly confidential and will not share any information related to the structure or cost of the Pilot with any outside parties without express written consent of BBI.
- KCS will pay a program fee of five thousand dollars, ($5,000.00), for participation of up to fifty (50) educators in the Pilot program.

Proposed Timeline / Project Plan:

- Pilot Term: October 2016 – June 2017
- Late September 2016: BBI will launch the TLaC hub with all associated collections and collaboration rooms available.
- Early October 2016: Kick-off -- BBI will provide virtual and onsite support to KCS to support the Pilot implementation.
- October – June: BBI and KCS staff will establish and engage in a regular cadence of check-in calls as needed to discuss content, product feedback, onboarding and other logistics, and partnership successes and challenges.
- December 2016: BBI and KCS will conduct a mid-year review to determine pilot success, and/or subsequent next steps to improve the pilot into the spring.

The Parties have shown their acceptance of the terms of this MOU by signing below.

BloomBoard, Inc.

By:_____

Title:_____

Date:_____

Knox County Schools

By: See signature page

Title:_____

Date:_____

227 Forest Avenue Palo Alto, CA 94301 www.bloomboard.com

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._____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

_____
DEPUTY LAW DIRECTOR – Signature

_____
DEPUTY LAW DIRECTOR – Printed Name

Date: 10/25/16

BLOOMBOARD, INC.

_____
AUTHORIZED SIGNATURE

_____
Title
Date:_____

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Knox County Schools has been invited to participate in an online professional learning pilot with BloomBoard based upon the *Teach Like a Champion* book written by Doug Lemov. *Teach Like a Champion* equips teachers with proven techniques for instructional planning, classroom management, and creating classroom environments that support risk-taking and student accountability. The *Teach Like a Champion* book has been a resource for our new teachers through the new teacher academy for the past several years, and has been coupled this year with a Canvas course to extend the new teachers learning throughout the school year. For those new teachers wishing to dig a little deeper into Teach Like a Champion, and more experienced teachers who are looking for a more self-paced and accessible way to support their own professional learning, the BloomBoard pilot will provide online content and examples of these techniques in action, a collaborative online environment specific to Knox County where they can share their thoughts and their own experiences with colleagues, and the opportunity to earn a micro-credential (digital badge) recognizing a developed competency with the *Teach Like a Champion* techniques. This district pilot would work in complement with our other district micro-credentialing pilot with Digital Promise.

Cost of the Item:

$5,000 for up to 50 teachers

Description and type of funding source:

Title II

RLA-6810 **R-16-11-202**

Work Session

Meeting Date:	11/14/2016
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 Memorandums of Understanding with the Tennessee Higher Education Commission for implementation of the Advise TN program at Austin East and Fulton High Schools for the 2016-2017 school year with the option to renew for the 2017-2018 and 2018-2019 school years.
(Schools)

Attachments

Resolution

Memorandum of Understanding for Austin-East HS

Memorandum of Understanding for Fulton HS

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING MEMORANDUMS OF UNDERSTANDING WITH THE TENNESSEE HIGHER EDUCATION COMMISSION FOR IMPLEMENTATION OF THE ADVISE TN PROGRAM AT AUSTIN EAST AND FULTON HIGH SCHOOLS FOR THE 2016-2017 SCHOOL YEAR WITH THE OPTION TO RENEW FOR THE 2017-2018 AND 2018-2019 SCHOOL YEARS.

RESOLUTION: **R-16-11-202**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to enter into two (2) separate Memorandums of Understanding with the Tennessee Higher Education Commission for the purpose of implementing the Advise TN program at Austin East and Fulton High Schools; and

WHEREAS, the Advise TN program seeks to increase the number of Tennesseans accessing post-secondary education by partnering with high schools to provide college advising services to junior and senior high school students; and

WHEREAS, the proposed memorandums of understanding are effective for the 2016-2017 school year with the option to renew for the 2017-2018 and 2018-2019 school years; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved the Memorandums of Understanding with the Tennessee Higher Education Commission for the purpose of implementing the Advise TN program at Austin East and Fulton High Schools.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandums of Understanding with the Tennessee Higher Education Commission for the purpose of implementing the Advise TN program at Austin East and Fulton High Schools are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandums of Understanding with the Tennessee Higher Education Commission for the purpose of implementing the Advise TN program at Austin East and Fulton High Schools shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding
Tennessee Higher Education Commission and Austin East High School

Driven by the belief that every student has the potential to attend and thrive in postsecondary education, the Tennessee Higher Education Commission aims to increase the number of Tennesseans accessing higher education with the implementation of a new program, Advise TN. By partnering with high schools to provide college advising services, Advise TN will serve up to 10,000 junior and senior students across Tennessee. Advise TN college advisors will be placed in partner high schools that have articulated a strong commitment to building a college-going culture and currently have a college-going rate below the state average. Partner high schools are selected through a competitive proposal process. College advisor services will be rooted in research and best practices sourced from Tennessee and around the nation. As part of a statewide network of college access professionals, Advise TN college advisors will collaborate with school counselors, community partners, local nonprofits, and the State of Tennessee to build capacity around college access in the 2016-2017 school year and beyond.

The Advise TN initiative seeks to foster strong and mutually rewarding partnerships with participating high schools. This memorandum of understanding has been developed to foster such a partnership between the Tennessee Higher Education Commission ("THEC") and Austin East High School ("the School") by clarifying the expectations and responsibilities of each stakeholder.

THEC and the School agree to:

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education; and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TN programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TN programs and services.
- See the advisor as a professional, well-trained resource for students regarding college access.

THEC agrees to:

- Identify, recruit, hire and train a full-time college access advisor to serve the School for an average of 37.5 hours per week during the term beginning late

October 2016, which will include any training and professional development at THEC or other Advise TN related travel.

- Provide necessary and ongoing training, support, and professional development that will allow the advisor to fulfill their responsibilities to the School and its students.
- Employ program staff who will (a) work closely with the designated school liaison assigned by the School to ensure that the relationship between the advisor and the School remains strong and that the advisor is effectively serving students and advancing the primary objectives of Advise TN; (b) assist the advisor and designated school liaison in creating work expectations and goals; (c) engage in frequent dialogue with the advisor and designated school liaison to assess progress towards program goals and expectations; (d) visit the School at least once during the academic year; and (e) communicate with the School when concerns regarding program objectives and performance arise.
- Share relevant data and research with the School, as the School may request.
- Pay the full salary of the advisor, as well as any benefits that may be provided, and manage the administration of salary and benefits.
- Provide funding to defray reasonable expenses associated with Advise TN programs and services and advisor travel to and from training and required activities.
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena.
- Require the participation of the advisor in Advise TN activities (for example, for ongoing training) that may require the advisor to leave the School for no more than fifteen days that the School is in session.
- Provide professional development training related to Advise TN goals and metrics to all school designated liaisons.
- Work to fill the position in the event that an advisor leaves their position.

The School agrees to:

- Welcome the advisor and actively work to facilitate the partnership between Advise TN and other college access advising services already present at the School.
- Supply reasonable access to student-level data (name, date of birth, year of graduation, class schedule, transcript, test scores, etc.) for the purposes of advising, grant reporting, and program evaluation, with the understanding that such data will be kept strictly confidential by THEC and Advise TN program staff, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena.
- Designate a school administrator/staff member to serve as the School liaison who will (a) serve as the advisor's primary resource and advocate within the School, facilitate the advisor's integration into the life of the School and provide appropriate advice and counsel; (b) work closely with Advise TN program staff to ensure that the relationship between the advisor and the School remains strong and that the advisor is effectively serving students and advancing the goals of Advise TN; (c) participate in the advisor's performance evaluations ; (d) work

with the Advise TN program staff to establish a mutually agreeable work schedule for the advisor; (e) engage in frequent dialogue with the Advise TN program staff around strategic collaboration and to assess progress towards the goals; (f) collaborate with THEC and the Advise TN staff to re-evaluate the advisor's work plan and make adjustments as needed but at least on an annual basis; (g) serve as the main liaison between the principal of the School and the Advise TN staff, meeting at least once per year to review the partnership and ensure that its goals are being met.

- Set up and communicate clearly, both to the advisor and to the Advise TN staff, any policies and procedures with which the advisor is expected to comply.
- Communicate to the advisor and the Advise TN program staff any issues regarding performance and progress towards goals.
- Contribute to and participate in the design of Advise TN training, as appropriate.
- Participate in School Liaison training.
- Provide access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students.
- Provide dedicated and appropriate working/meeting space for the advisor, including ready access to phone and voicemail, fax, photocopier, and printer.
- Provide the advisor with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, as well as an overview of the mission and culture of the School.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with the Advise TN advisor. Failure to maintain the existing staffing level and/or creating modifications suggesting the replacement of a staff member will result in immediate termination of this agreement.
- Participate in THECS's College Application Week, TN FAFSA Frenzy campaign, and other initiatives sponsored by THEC.

Program Evaluation

The program will be evaluated on an ongoing basis. Data will be collected and managed through THEC. It is required that the school/district provide needed data. Data will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. Results will be shared with the School at regular intervals. Specific information regarding data collection and use is detailed in the Advise TN Data-Sharing Agreement. Completion of the Advise TN Data-Sharing Agreement is a requirement of continued partnership between the School and THEC.

Duration of Agreement

- This agreement applies to the 2016-2017, with an option to renew for each 2017 – 2018 and 2018 – 2019 school years and will renew without additional action required, unless either party exercises the termination option as noted below.
- At the close of each academic year, THEC and the School will discuss continuation of the Advise TN partnership, as outlined in this document, for the upcoming year. The option to renew for an additional academic year will be exercised upon written mutual agreement of both THEC and the School in the

form of an addendum to this document signed by both THEC and School representatives.

Revisions
Revisions to this MOU may be suggested by THEC or the School but must be agreed to by all parties.

Changes agreed to by THEC and the School will be incorporated into a written and signed Addendum, which will then become part of the MOU.

Termination

- This MOU will terminate at the end of June 30, 2019 as noted above.
- Any party may terminate this MOU by giving thirty days' written notice to the other party.

Advise TN Contact Information:

THEC Assistant Executive Director
Troy Grant
Division of College Access and Success Initiatives
Tennessee Higher Education Commission
404 James Robertson Parkway, Suite 1900
Nashville, TN 37243
p. 615-532-0423 c. 615-504-5069
Troy.Grant@tn.gov

Advise TN Program Staff
Sherica Clark Nelms
Program Director
Tennessee Higher Education Commission
404 James Robertson Parkway, Suite 1900
Nashville, TN 37243
p. 615-741-7565 c. 615-393-1189
Sherica.Nelms@tn.gov

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding.

See attached signature page

Principal/School Leader Date

School Liaison Date

_____

THEC Assistant Executive Director Date

_____

Advise TN Program Director Date

_____

Advise TN College Advisor 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._____ **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dugler

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date: 10/25/16

DATA USAGE AGREEMENT
BETWEEN
THE TENNESSEE HIGHER EDUCATION COMMISSION
AND
_____ SCHOOL

Parties and Scope of Agreement

This data agreement is between the Tennessee Higher Education Commission ("THEC") and [School Name], (hereinafter "the School").

THEC will conduct a thorough evaluation of the Advise TN project to monitor program implementation and demonstrate the effective use of state funds. Data will be collected and managed through THEC and will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. Results will be shared with the School at regular intervals. This agreement outlines the terms for the transfer, management and destruction of this data.

SECTION I: RATIONALE FOR DATA ACCESS

Program Details

Advise TN is a college access program funded through a non-recurring state budget appropriation with a three-year commitment. The purpose of Advise TN is to increase the number of Tennesseans accessing higher education by placing trained college advisors in thirty (30) partner high schools.

Data Collection Purpose

The School will provide THEC with student-level data to fulfill evaluation requirements of the program and for use by Advise TN advisors to assist students in the college enrollment process. Disclosure of personally identifiable information and student-level data from education records, including demographic, student transcript and assessment data, is necessary to evaluate the success of the program. THEC's Policy Planning and Research staff will assess improvements along key metrics relative to baseline data. Collecting student-level data allows THEC to evaluate outcomes by levels of service participation, completion of key metrics, and subpopulations. This also allows THEC to provide critical data to the Advise TN advisor and the School including FAFSA completion and college enrollment status of participating students. The advisor will use student-level data to provide targeted interventions and better assist students in the college application and enrollment process.

Program Metrics Include:

- College application completion;
- College acceptance;

- College enrollment;
- Scholarship application completion;
- FAFSA completion;
- Tennessee Promise Scholarship application completion;
- Completion of Tennessee Promise required meetings and service hours;
- ACT;
- Student participation in one-on-one advising sessions;
- Student participation in college visits;
- Student participation in Path to College events including FAFSA Frenzy, College APP week, College Signing Day, and parent participation in College Planning Night; and
- Student use of the THEC one-stop college planning portalCollegeforTN.org.

Duration

This data agreement shall be in force from date of signature through [DATE] for the sharing and retention of data relative to the required evaluation of implementation of Advise TN. THEC may extend the duration of this agreement as necessary to fully evaluate the results of the interventions employed by Advise TN. Parties shall not be bound by this until agreement is signed.

Pursuant to 34 C.F.R. § 99.31 and 34 C.F.R. § 99.35, an educational agency or institution may disclose personally identifiable information from a student education record without the consent required by 34 C.F.R. § 99.30 to authorized representatives of state and local educational authorities in connection with an audit or evaluation of federal or state-supported educational programs, or for the enforcement of or compliance with federal legal requirements which relate to those programs.

As the parties intend to participate in and/or comply with these audit and evaluation processes, this permitted disclosure and transfer of data shall occur by and between the parties.

Section II: Process, Timeline and Nature of the Data

Data Management Process

THEC staff shall provide guidance and oversight to each High School regarding data collection and submission efforts. THEC staff shall also monitor data entry to ensure complete, accurate, and non-duplicate submissions for evaluation efforts. THEC will store data online through a data management system procured by THEC to evaluate project outcomes along stated metrics. A secure, web-based data warehouse allows Advise TN and school staff to input, monitor and analyze student progress along stated metrics.

Required Data Items: THEC Data

THEC will provide the School and advisor with the following student-level data for 11th and 12th grade students served under this initiative:

- FAFSA completion;
- Tennessee Promise application completion; and
- Postsecondary enrollment.

Required Data Items: High School Data

The School is responsible for providing the advisor and THEC access to student-level data for 11th and 12th grade students served under this initiative.

THEC will access the following K-12 data from the State P-20 System:

- Full directory information (student first name, last name, date of birth, gender, race/ethnicity, phone number and contact information);
- Student State ID and Social Security Number (required to match students with FAFSA and college enrollment information);
- Student enrollment and withdrawal status;
- Free and reduced lunch status;
- High school graduation status;
- ACT composite and sub scores; and
- State assessment data.

The School will submit the following data to THEC or the college advisor if requested:

- Student transcript data and course grades.

The School and advisor will track and disclose the following student self-reported data:

- College applications, admissions, and acceptances; and
- Scholarship applications and awards.

Additional data items may be provided by THEC or requested of the School if needed.

Section III: Specific Duties for Maintaining Confidentiality of Personally Identifiable Information

By signing this agreement, the parties agree to the following stipulations regarding personally identifiable information (PII):

1. Parties will not permit access to PII to persons who have not executed the Statement of Nondisclosure referenced in Section V.
2. The High School will destroy all PII provided by THEC according to the schedule and processes described in Section IV.
3. Parties will maintain the confidentiality of the PII outlined above in Section II.

4. Parties will report any known instances of missing data, security breach, data that has been inappropriately shared, or data taken off site to THEC and shall follow the procedures set forth in Section VI of the Agreement.
5. The School will share all interim and final results of the project upon request by the THEC.
6. The School will also provide THEC with free use of these results, including data not covered by a confidentiality agreement with a third party, at the conclusion of the project.
7. THEC requires confidential data in transit to be encrypted through a Secure FTP server both from THEC to the School and from the School to THEC.

Compliance with Applicable Laws and Regulations

As the terms of this agreement may require the disclosure by the School and THEC of certain personally identifiable student information that is defined as confidential under the Family Educational Rights and Privacy Act (FERPA), the parties agree to fully and continually comply with all applicable laws and administrative regulations governing the access and usage of information and data falling within the scope of these terms.

Section IV: Processes for the Destruction of Data

Upon completion of this research study, THEC will destroy all PII. Requirements to destroy data should not go into effect prior to [DATE] or a date certain as defined under any mutually adopted amendatory language. This shall not occur before THEC has completed all analyses of findings from its study.

All individuals and entities given access to data pursuant to this agreement shall destroy PII at the end of their respective research project when the data is no longer needed for those purposes. Unless extended through mutual agreement and amendment to this document between all parties, any and all records shall be destroyed on or before [DATE].

Section V: Related Documents

- Appendix A: The *Statement of Nondisclosure* is hereby incorporated by reference.

Section VI: Disclosure of Personally Identifiable Information

All parties shall have the immediate duty to report any instances of unauthorized disclosure of PII to the other party as well as the individual(s) affected.

Any such report shall be made in writing by the party with notice within twenty-four (24) hours of the breach or disclosure.

~~The party responsible for the disclosure or data breach shall offer to provide credit monitoring services for a period of three (3) years on behalf of any individuals whose PII has been disclosed. The responsible party shall also bear all costs of notification to individuals having PII involved in a potential disclosure event, including individual letters.~~ GTD

Section VII: Termination

If any party fails to properly perform its obligations under this Agreement, the breaching party will be subject to immediate termination. Additionally, any party may terminate this agreement upon thirty (30) days written notice.

By signing, I certify that I have read and agree with the terms of the Agreement.

See attached signature page

Principal/School Leader Date

THEC Assistant Executive Director Date

Appendix A

Affidavit of Statement of Nondisclosure

(Individual's Name and Job Title) (Date of Assignment to Project)

(Organization, State or local agency or instrumentality)

I, _____, do affirm that when given access to data listed in the *Data Usage Agreement* and/or student file(s), I will not:

(i) Use or reveal any personally identifiable information (PII) furnished, acquired, retrieved or assembled by me or others for any purpose other than experimental purposes specified in the above referenced Agreement;

(ii) Make any public disclosure whereby a student, teacher, or school could be identified; or

(iii) Permit anyone other than those individuals authorized in the above-referenced data usage agreement to access individually identifiable information provided by THEC.

In addition, I will:

(iv) Use all data in accordance with the above referenced Agreement;

(v) Conduct all work in accordance with the above referenced Agreement.

_____ _____

(Signature) (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._____
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

Date: 10/25/16

KNOX COUNTY, TENNESSEE

Gary Dupler
_____
DEPUTY LAW DIRECTOR – Printed Name

Memorandum of Understanding
Tennessee Higher Education Commission and Fulton High School

Driven by the belief that every student has the potential to attend and thrive in postsecondary education, the Tennessee Higher Education Commission aims to increase the number of Tennesseans accessing higher education with the implementation of a new program, Advise TN. By partnering with high schools to provide college advising services, Advise TN will serve up to 10,000 junior and senior students across Tennessee. Advise TN college advisors will be placed in partner high schools that have articulated a strong commitment to building a college-going culture and currently have a college-going rate below the state average. Partner high schools are selected through a competitive proposal process. College advisor services will be rooted in research and best practices sourced from Tennessee and around the nation. As part of a statewide network of college access professionals, Advise TN college advisors will collaborate with school counselors, community partners, local nonprofits, and the State of Tennessee to build capacity around college access in the 2016-2017 school year and beyond.

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- Share relevant data and research with the School, as the School may request.
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- Contribute to and participate in the design of Advise TN training, as appropriate.
- Participate in School Liaison training.
- Provide access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students.
- Provide dedicated and appropriate working/meeting space for the advisor, including ready access to phone and voicemail, fax, photocopier, and printer.
- Provide the advisor with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, as well as an overview of the mission and culture of the School.
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- Participate in THECS's College Application Week, TN FAFSA Frenzy campaign, and other initiatives sponsored by THEC.

Program Evaluation

The program will be evaluated on an ongoing basis. Data will be collected and managed through THEC. It is required that the school/district provide needed data. Data will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. Results will be shared with the School at regular intervals. Specific information regarding data collection and use is detailed in the Advise TN Data-Sharing Agreement. Completion of the Advise TN Data-Sharing Agreement is a requirement of continued partnership between the School and THEC.

Duration of Agreement

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form of an addendum to this document signed by both THEC and School representatives.

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Changes agreed to by THEC and the School will be incorporated into a written and signed Addendum, which will then become part of the MOU.

Termination

- This MOU will terminate at the end of June 30, 2019 as noted above.
- Any party may terminate this MOU by giving thirty days' written notice to the other party.

Advise TN Contact Information:

THEC Assistant Executive Director
Troy Grant
Division of College Access and Success Initiatives
Tennessee Higher Education Commission
404 James Robertson Parkway, Suite 1900
Nashville, TN 37243
p. 615-532-0423 c. 615-504-5069
Troy.Grant@tn.gov

Advise TN Program Staff
Sherica Clark Nelms
Program Director
Tennessee Higher Education Commission
404 James Robertson Parkway, Suite 1900
Nashville, TN 37243
p. 615-741-7565 c. 615-393-1189
Sherica.Nelms@tn.gov

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding.

See attached signature page

Principal/School Leader Date

School Liaison Date

_____

THEC Assistant Executive Director Date

_____

Advise TN Program Director Date

_____

Advise TN College Advisor 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._____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dwyer

_____ _____

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date: 10/25/16

DATA USAGE AGREEMENT
BETWEEN
THE TENNESSEE HIGHER EDUCATION COMMISSION
AND
_____ SCHOOL

Parties and Scope of Agreement

This data agreement is between the Tennessee Higher Education Commission ("THEC") and [School Name], (hereinafter "the School").

THEC will conduct a thorough evaluation of the Advise TN project to monitor program implementation and demonstrate the effective use of state funds. Data will be collected and managed through THEC and will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. Results will be shared with the School at regular intervals. This agreement outlines the terms for the transfer, management and destruction of this data.

SECTION I: RATIONALE FOR DATA ACCESS

Program Details

Advise TN is a college access program funded through a non-recurring state budget appropriation with a three-year commitment. The purpose of Advise TN is to increase the number of Tennesseans accessing higher education by placing trained college advisors in thirty (30) partner high schools.

Data Collection Purpose

The School will provide THEC with student-level data to fulfill evaluation requirements of the program and for use by Advise TN advisors to assist students in the college enrollment process. Disclosure of personally identifiable information and student-level data from education records, including demographic, student transcript and assessment data, is necessary to evaluate the success of the program. THEC's Policy Planning and Research staff will assess improvements along key metrics relative to baseline data. Collecting student-level data allows THEC to evaluate outcomes by levels of service participation, completion of key metrics, and subpopulations. This also allows THEC to provide critical data to the Advise TN advisor and the School including FAFSA completion and college enrollment status of participating students. The advisor will use student-level data to provide targeted interventions and better assist students in the college application and enrollment process.

Program Metrics Include:

- College application completion;
- College acceptance;

- College enrollment;
- Scholarship application completion;
- FAFSA completion;
- Tennessee Promise Scholarship application completion;
- Completion of Tennessee Promise required meetings and service hours;
- ACT;
- Student participation in one-on-one advising sessions;
- Student participation in college visits;
- Student participation in Path to College events including FAFSA Frenzy, College APP week, College Signing Day, and parent participation in College Planning Night; and
- Student use of the THEC one-stop college planning portalCollegeforTN.org.

Duration

This data agreement shall be in force from date of signature through [DATE] for the sharing and retention of data relative to the required evaluation of implementation of Advise TN. THEC may extend the duration of this agreement as necessary to fully evaluate the results of the interventions employed by Advise TN. Parties shall not be bound by this until agreement is signed.

Pursuant to 34 C.F.R. § 99.31 and 34 C.F.R. § 99.35, an educational agency or institution may disclose personally identifiable information from a student education record without the consent required by 34 C.F.R. § 99.30 to authorized representatives of state and local educational authorities in connection with an audit or evaluation of federal or state-supported educational programs, or for the enforcement of or compliance with federal legal requirements which relate to those programs.

As the parties intend to participate in and/or comply with these audit and evaluation processes, this permitted disclosure and transfer of data shall occur by and between the parties.

Section II: Process, Timeline and Nature of the Data

Data Management Process

THEC staff shall provide guidance and oversight to each High School regarding data collection and submission efforts. THEC staff shall also monitor data entry to ensure complete, accurate, and non-duplicate submissions for evaluation efforts. THEC will store data online through a data management system procured by THEC to evaluate project outcomes along stated metrics. A secure, web-based data warehouse allows Advise TN and school staff to input, monitor and analyze student progress along stated metrics.

Required Data Items: THEC Data

THEC will provide the School and advisor with the following student-level data for 11th and 12th grade students served under this initiative:

- FAFSA completion;
- Tennessee Promise application completion; and
- Postsecondary enrollment.

Required Data Items: High School Data

The School is responsible for providing the advisor and THEC access to student-level data for 11th and 12th grade students served under this initiative.

THEC will access the following K-12 data from the State P-20 System:

- Full directory information (student first name, last name, date of birth, gender, race/ethnicity, phone number and contact information);
- Student State ID and Social Security Number (required to match students with FAFSA and college enrollment information);
- Student enrollment and withdrawal status;
- Free and reduced lunch status;
- High school graduation status;
- ACT composite and sub scores; and
- State assessment data.

The School will submit the following data to THEC or the college advisor if requested:

- Student transcript data and course grades.

The School and advisor will track and disclose the following student self-reported data:

- College applications, admissions, and acceptances; and
- Scholarship applications and awards.

Additional data items may be provided by THEC or requested of the School if needed.

Section III: Specific Duties for Maintaining Confidentiality of Personally Identifiable Information

By signing this agreement, the parties agree to the following stipulations regarding personally identifiable information (PII):

1. Parties will not permit access to PII to persons who have not executed the Statement of Nondisclosure referenced in Section V.
2. The High School will destroy all PII provided by THEC according to the schedule and processes described in Section IV.
3. Parties will maintain the confidentiality of the PII outlined above in Section II.

4. Parties will report any known instances of missing data, security breach, data that has been inappropriately shared, or data taken off site to THEC and shall follow the procedures set forth in Section VI of the Agreement.
5. The School will share all interim and final results of the project upon request by the THEC.
6. The School will also provide THEC with free use of these results, including data not covered by a confidentiality agreement with a third party, at the conclusion of the project.
7. THEC requires confidential data in transit to be encrypted through a Secure FTP server both from THEC to the School and from the School to THEC.

Compliance with Applicable Laws and Regulations

As the terms of this agreement may require the disclosure by the School and THEC of certain personally identifiable student information that is defined as confidential under the Family Educational Rights and Privacy Act (FERPA), the parties agree to fully and continually comply with all applicable laws and administrative regulations governing the access and usage of information and data falling within the scope of these terms.

Section IV: Processes for the Destruction of Data

Upon completion of this research study, THEC will destroy all PII. Requirements to destroy data should not go into effect prior to [DATE] or a date certain as defined under any mutually adopted amendatory language. This shall not occur before THEC has completed all analyses of findings from its study.

All individuals and entities given access to data pursuant to this agreement shall destroy PII at the end of their respective research project when the data is no longer needed for those purposes. Unless extended through mutual agreement and amendment to this document between all parties, any and all records shall be destroyed on or before [DATE].

Section V: Related Documents

- Appendix A: The *Statement of Nondisclosure* is hereby incorporated by reference.

Section VI: Disclosure of Personally Identifiable Information

All parties shall have the immediate duty to report any instances of unauthorized disclosure of PII to the other party as well as the individual(s) affected.

Any such report shall be made in writing by the party with notice within twenty-four (24) hours of the breach or disclosure.

~~The party responsible for the disclosure or data breach shall offer to provide credit monitoring services for a period of three (3) years on behalf of any individuals whose PII has been disclosed.~~ The responsible party shall also bear all costs of notification to individuals having PII involved in a potential disclosure event, including individual letters. GTD

Section VII: Termination

If any party fails to properly perform its obligations under this Agreement, the breaching party will be subject to immediate termination. Additionally, any party may terminate this agreement upon thirty (30) days written notice.

By signing, I certify that I have read and agree with the terms of the Agreement.

See attached signature page

Principal/School Leader Date

THEC Assistant Executive Director Date

Appendix A

Affidavit of Statement of Nondisclosure

(Individual's Name and Job Title) (Date of Assignment to Project)

(Organization, State or local agency or instrumentality)

I, _____, do affirm that when given access to data listed in the *Data Usage Agreement* and/or student file(s), I will not:

(i) Use or reveal any personally identifiable information (PII) furnished, acquired, retrieved or assembled by me or others for any purpose other than experimental purposes specified in the above referenced Agreement;

(ii) Make any public disclosure whereby a student, teacher, or school could be identified; or

(iii) Permit anyone other than those individuals authorized in the above-referenced data usage agreement to access individually identifiable information provided by THEC.

In addition, I will:

(iv) Use all data in accordance with the above referenced Agreement;

(v) Conduct all work in accordance with the above referenced Agreement.

_____ _____

(Signature) (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._____
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

Date: 10/25/16

KNOX COUNTY, TENNESSEE

Gary Dugler
_____
DEPUTY LAW DIRECTOR – Printed Name

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative): Agenda Item 4 A

This is a Memoranda of Understanding with the Tennessee Higher Education Commission for the Advise TN program for provision of college advising services to foster access to postsecondary education for Austin East and Fulton High Schools for 2016-2017 with an option to review for the 2017-2018 and 2018-2019 school years.

Cost of the Item:

No cost to the Knox County Schools.

Description and type of funding source:

N/A

RLA-6811 **R-16-11-203**

Work Session

Meeting Date:	11/14/2016
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 the renewal of an agreement with Elgin Children's Foundation for the provision of an Elementary School Dental Program to provide free dental care and treatment as well as transportation to dental service providers to qualified children at selected schools.
(Schools)

Attachments

Resolution

Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE RENEWAL OF AN AGREEMENT WITH ELGIN CHILDREN'S FOUNDATION FOR THE PROVISION OF AN ELEMENTARY SCHOOL DENTAL PROGRAM TO PROVIDE FREE DENTAL CARE AND TREATMENT AS WELL AS TRANSPORTATION TO DENTAL SERVICE PROVIDERS TO QUALIFIED CHILDREN AT SELECTED SCHOOLS.

RESOLUTION: **R-16-11-203**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has previously entered into an agreement with the Elgin Children's Foundation for the operation of an Elementary School Dental Program to provide free dental care and treatment as well as transportation to dental service providers to qualified children at selected schools; and

WHEREAS, Knox County Schools and the Elgin Children's Foundation desire to provide for the continuation of this program; and

WHEREAS, the proposed agreement is effective beginning July 1, 2016 and ending June 30, 2017 and may be extended for additional one (1) year periods by agreement of the parties; and

WHEREAS, the Knox County Board of Education approved the attached agreement with Elgin Children's Foundation at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Elgin Children's Foundation for the provision of an Elementary School Dental Program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Elgin Children's Foundation for the provision of an Elementary School Dental Program shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

ELEMENTARY SCHOOL DENTAL PROGRAM AGREEMENT

Elgin Children's Foundation (the "**Foundation**") has selected **KNOX COUNTY SCHOOLS**, (operated by **KNOX COUNTY**, **TENNESSEE**, a political subdivision of the State of **TENNESSEE**) within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986 (the "**District**") as a participant in the Elgin Children's Foundation Elementary School Dental Program (the "**Program**"), subject to the terms and conditions set forth below.

Article I

Description of Program

The Foundation provides financial support for the operation of an Elementary School Dental Program (the "Program") to provide free dental care and treatment to qualified children at selected schools. The District will be responsible for the coordination and implementation of the Program.

Article II

Obligations of the District

1. Obligations of the District. The District shall participate in and implement the Program pursuant to the guidelines set forth in the Dental Program Handbook, which is attached hereto as Exhibit A and incorporated herein by reference.

Article III

Obligations of the Foundation

1. Duties and Obligations of the Foundation. The Foundation will pay dental care providers for dental services provided to qualified students in accordance with the Dental

Program Handbook. The Foundation will reimburse the District for safe transportation of students to and from local dentists for treatment in an amount not to exceed $4,000. Expected reimbursement rates will be consistent with the attached transportation rates in Exhibit B. The District will invoice the Foundation for transportation on or before June 30, 2017.

Article IV

Other Provisions

1. Exempt Status. The District represents that it is a public school system under the laws of the State of **TENNESSEE** and that it has the authority under state law to conduct the Program, enter into and abide by the terms of this Agreement and that the Program will be used for exclusively public purposes, consistent with each of the terms and conditions of this Agreement.

2. Indemnification. To the extent permitted by law, the District agrees to indemnify and hold the Foundation and its contractors harmless from and against all claims, damages, judgments, assessments, expenses (including reasonable attorney's fees) and other liabilities arising from the District's implementation and operation of the Program.

3. Term of Program. The Program period will begin upon written acceptance of the Program by both parties as evidenced by execution of this Agreement; and will be for one year beginning July 1, 2016, and ending June 30, 2017. By agreement of both parties, the Program may be extended for additional one (1) year periods. The District acknowledges that the Foundation does not assume, by entry into this Agreement, any obligation to provide other or future support for the Program, beyond the currently effective period.

4. Cancellation of Program.

   a. If the District fails, within 10 days after notice from the Foundation, to perform

any of its duties under this Agreement, the Foundation may, at any time thereafter, in the Foundation's sole discretion, cancel the Program.

b. Either party may cancel this Agreement and discontinue participation in the Program with or without cause, on thirty (30) days' notice.

c. In the event of any cancellation of the Program, the Foundation will, nevertheless, pay for the services properly provided pursuant to the Dental Program Handbook prior to notice of cancellation, or the effective date of the cancellation, whichever is later.

5. Publicity. Any news releases or other publicity with respect to the Program shall be coordinated with the Foundation.

6. Notices. Notices under this Agreement shall be in writing and shall be deemed to be given when delivered or mailed by registered or certified mail as follows:

To the Foundation:	To the District:
Elgin Children's Foundation	KNOX COUNTY SCHOOLS
ATTN: Tim Rogers	BUZZ THOMAS
Vice President	INTERIM DIRECTOR OF SCHOOLS
4624 Chambliss Avenue	ANDREW JOHNSON BUILDING
	PO BOX 2188
Knoxville, TN 37919	KNOXVILLE, TN 37901

7. Waiver. No waiver of any right under this Agreement shall be effective unless set forth in a notice from the party possessing such right to the other party, and the exercise by either party of any right or remedy under this Agreement shall not thereafter prevent that party from exercising any other rights or remedy.

8. Due Execution and Authorization. The undersigned representative of the District warrants and represents that he/she is duly authorized to execute and deliver this

agreement, and to bind the District to the performance hereof, that all actions and approvals required in connection herewith have occurred, and that there is no law, contract, regulation or ordinance which restricts or prohibits the District from entering into or performing this Agreement.

9. Relationship of Parties. Nothing in this Agreement is intended to create a partnership, joint venture or principal and agent or other relationship. The only rights or obligations between the parties shall be as set forth herein. Neither party has the authority to bind the other party or incur any obligation on behalf of the other party.

10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive, internal laws of the State of Tennessee without giving effect to conflict of laws principles thereof. The law of the State of Tennessee exclusively shall govern and apply to all legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, and under no circumstances shall reference be made to the law of any other jurisdiction for any purpose. This Agreement shall be deemed to be entered into and formed in Knoxville, Tennessee and shall become effective when the Foundation receives a copy of this instrument bearing the District's acceptance at the Foundation's offices in Knoxville, Tennessee. All legal proceedings pertaining to the Agreement, or otherwise concerning the subject matter of this Agreement, may be heard in the federal courts with subject matter jurisdiction sitting in Knoxville, Tennessee. By execution of this Agreement, the District submits to the personal jurisdiction and venue of such courts for such purposes.

11. Selection of Dental Providers: The Foundation shall assist in identifying dental providers to participate in the program. Providers and their employees will be required to comply with the provisions of T.C.A. § 49-5-413 concerning background checks of contractors.

12. Confidentiality of information. The parties agree that confidential information about students which is protected under federal and/or state law may be disclosed between

the parties pursuant to this Agreement. Each party shall maintain such information in confidence and in compliance with applicable federal, and state law. The Foundation, and any entity with which it contracts or uses as a provider, shall comply with all provisions of the Health Insurance Portability and Accountability Act (HIPAA), to the extent applicable, the Family Educational Rights and Privacy Act (FERPA), as well as all applicable state privacy laws. No information shall be released without the parents or guardians of the respective students agreeing for the students to participate in the Program.

13. Miscellaneous. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior written or unwritten arrangements or understandings with respect thereto. All parties represent that they are not relying on any representation, statement, or action by any other party except as expressly stated herein. The descriptive headings of this Agreement are for convenience only. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs, beneficiaries, fiduciaries, personal representatives, and executors. This Agreement shall be deemed to have been jointly prepared and shall not be construed strictly against the drafter thereof. This Agreement may not be modified, amended, or revoked, except in a writing signed by all parties. This provision may not be orally waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____ 2016.

Foundation:

Elgin Children's Foundation

_____ _____

Tim Rogers, Vice President Date

Agreed:

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

LAW DIRECTOR – Signature
Deputy

LAW DIRECTOR – Printed Name
Gary Dugler
Deputy

Date 10/25/16

Exhibit A

Dental Program Handbook

School-Based Dental Program Guidelines

Overview:
The Participating Dental Program Guidelines represent the Foundation's expectations as to the District's operation of the Program, including an initial dental health screening and subsequent dental work/treatment for qualified elementary students. Under these guidelines, the District will strive to arrange an initial dental screening for 90% of qualified students and arrange for at least 90% of students identified for subsequent treatment (Dental Screening Scores #1 & #2) to, in fact, receive dental treatment (provided those students qualify for dental cost reimbursement). "Qualified students" excludes students already seeing a dentist regularly as well as those students whose parent/guardian expressly declines to allow participation.

Guidelines:
Participating Districts should use the following guidelines to provide the above-described screening and dental treatment. The objective of the guidelines is to make the process as efficient as possible and may be modified from time-to-time by the Foundation.

Step One: **School-Based Dental Program Guidelines:** The District should utilize this School-Based Dental Program Guidelines (HANDBOOK) to guide the implementation and coordination of the school-based dental program. The Handbook will include sample forms for facilitating the program. Forms will reflect the District name, address and contact information. The Foundation will not be named on any forms, correspondence and/or media releases regarding the school-based dental program.

Dental Liaison Training: The District should name one (1) District dental liaison (preferably a member of the District technology department) and one (1) school-based dental liaison for each elementary school. The Foundation will train each district dental liaison in procedures for using the passive permission form for dental screenings, recordkeeping (data) and retention, transportation, and authorization for noninsured students to be considered for financial assistance from the Foundation for treatment costs.

Step Two: **Screening Permission:** School personnel (dental liaison, teachers, nurses) will facilitate the collection of signed FORM 109 – Permission for Dental Screenings from parents or those with legal authority to give permission. FORM 109 will be included in the initial school registration packets/parent handbooks with a deadline date for return no later than ***August 31.*** The District needs to maintain these permissions for at least four years.

Step Three: **Screening:** Dental professionals (dentists, hygienists and others under the dentists' supervision) will travel to partnering schools as volunteers to conduct dental screenings, using a space in each school identified and secured by the school-based dental liaison. One of the dental professionals will complete FORM 209-Dental

Screening Score/Transportation and Treatment Consent at the time of the screening/examination, of which a copy will be sent home to parents. Each school-based dental liaison will forward copies of the completed FORM 209s to the district dental liaison for data collection and reporting. Screenings will occur during ***August and September*** and are to be completed by ***September 30th***.

Step Four: **Treatment:** Once a treatment plan is prepared, dental offices will mail each student's treatment plan to the parent(s) requesting permission to treat the child. The dental office may request Medicaid or insurance information at that time. The school-based dental liaison or the dentist's staff will follow up with phone calls to parents requesting that parents respond to their child's dental treatment plan or provide information to the school on their child's treatment at a non-participating dental facility. Follow-up calls will be logged by the school-based dental liaison on a call report (date of call and other info such as: no answer...left message...disconnected number...etc.). Extraordinary care will be given to students scoring a Dental Screening Scores #1 or #2 and may involve school nurses/staff doing home visits as necessary to obtain the necessary permission for treatment.

Step Five: **Treatment Procedure:** The school-based dental liaison will contact the office of the partnering dentist to schedule follow-up appointments for students needing treatment, focusing first on students with the most urgent need (Dental Screening Scores #1 & #2) and then students needing preventive treatment such as sealants and cleanings (Dental Screening Scores #3). The school-based dental liaison will be responsible for scheduling bus transportation to the dentist and submitting the student passenger lists to the district dental liaison on a weekly basis. The dentist should also receive a copy of the bus transportation student passenger list at least a day before scheduled appointments in order for the dental office to establish whether or not the child has TennCare or other insurance.

Transportation Costs: The Foundation will reimburse the District at the rate specified in the yearly contract signed by school districts for safe transportation of students to and from a local dentist for treatment. Participating districts will invoice the Foundation for transportation on or before ***June 30.***

Billing Information:

- Dentists will seek reimbursement for cost of the dental work from private insurance or applicable government reimbursement programs (in Kentucky: Children's Health Insurance Program "KCHIP"; in Tennessee: TennCare; in Virginia: Family Access to Medical Insurance Security "FAMIS Plus", Early Periodic Screening Diagnosis and Treatment "EPSDT").
- In cases where students do not qualify for government assistance for dental treatment and do not have private dental insurance but the student is eligible for Free and Reduced Lunch, the district dental liaison will submit FORM 409 – Financial Assistance for Dental Treatment, signed by the school principal, to Elgin Children's Foundation, c/o Delta Dental of Tennessee, PO Box 281973, Nashville, TN 37228.

- By signing the FORM 409, the school principal acknowledges that he/she checked the student's Free and Reduced Lunch Eligibility.
- The signed Form 409 authorizes Delta Dental to enter the student's information into the billing account for the Foundation. Form 409 must be submitted each school year.
- The dentist will perform the dental services and submit a claim to Delta Dental (same address as mentioned above) for reimbursement. In order for the claim form to be processed, it must include the Group #4156.
- The dentist shall accept payment for treatment services at the same rates as the government reimbursement program.
- In special cases where the dentist is unable to treat the patient in-office, the dental provider must submit the Pediatric Referral Form (Exhibit F). The completed form should include a description of treatment needed, a detailed treatment plan, and a cost estimate. Elgin will review the form and either approve or deny. **ELGIN WILL NOT BE RESPONSIBLE FOR PAYING ANY UNAPPROVED REFERRALS.**

Step Six: **Treatment Reporting:** *(October – June)* Dental treatment data will be tracked by the district dental liaison in cooperation with the schools by obtaining the list of students being transported to the dental office. The district dental liaison will enter the data into FORM 509. Each district dental liaison should complete and submit FORM 509-Dental Data Summary Report to the Foundation by email no later than the 15th of each month, starting in October...*please copy the School Superintendent on the email.*

AUG2016 VERSION

Exhibit B
Transportation Rates

DENTAL PROGRAM TRANSPORTATION RATES

					NUMBER OF PASSENGERS												
School	Site	Address	Distance/To	Return	1	2	3	4	5	6	7	8	9	10	10-16	17-24	25+
Beaumont	Western Heights	801 W Oldham	0.5	0.5	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
Christenberry	Western Heights	801 W Oldham	1.6	1.6	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
Dogwood	Western Heights	801 W Oldham	3.8	3.8	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
Green	Knox Co. Health Dept.	140 Dameron	1.7	1.7	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
Inskip	Western Heights	801 W Oldham	3.2	3.2	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
Lonsdale	Western Heights	801 W Oldham	1.2	1.2	$20.00	$40.00	$60.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00	$125.00	$150.00
New Hopewell	Dr. Ford	5303 Jacksboro Pike	16	16	$59.20	$79.20	$99.20	$119.20	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$150.00
Norwood	Western Heights	801 W Oldham	4.1	4.1	$20.00	$40.00	$60.00	$80.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$125.00	$150.00
Pond Gap	Western Heights	801 W Oldham	3.4	3.4	$20	$40	$60	$80.	$10	$10	$10	$10	$10	$10	$10	$12	$15

AUG2016 VERSION

					.00	.00	.00	00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00
Sarah Moore Greene	Knox Co. Health Dept.	140 Dameron	3.9	3.9	$20 .00	$40 .00	$60 .00	$80. 00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$12 5.00	$15 0.00
South Knox	Western Heights	801 W Oldham	3.1	3.1	$20 .00	$40 .00	$60 .00	$80. 00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$12 5.00	$15 0.00
West View	Western Heights	801 W Oldham	1.6	1.6	$20 .00	$40 .00	$60 .00	$80. 00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$10 0.00	$12 5.00	$15 0.00

YELLOW HIGHLIGHTED AMOUNTS INDICATE A BUS WILL BE USED

AMOUNTS WITHOUT HIGHLIGHT INDICATES A SHUTTLE WILL BE USED

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative): Item C5

Elgin Children's Foundation will contract with for provision of an Elementary School Dental Program for qualified children at selected schools. The services include free dental care and treatment and transportation to dental service providers.

Cost of the Item:

No cost to the district. The providers bill TN Care or private insurance if available. All other costs are covered by Elgin Children's Foundation.

There is a limit to transportation cost so if this amount is exceeded, determination will need to be made on how to fund or if services can be continued.

Description and type of funding source:

RLA-6812 **R-16-11-204**

Work Session

Meeting Date:	11/14/2016
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 Color Guard Regional Event Partner Agreement with Winter Guard International, Inc. (WGI) for administration of the WGI Knoxville Color Guard Regional Band Competition at Hardin Valley Academy on Saturday, February 11, 2017 at a cost of $3,100.00.
(Schools)

Attachments

Resolution

Agreement

RESOLUTION

**A RESOLUTION OF THE COMMISSION
OF KNOX COUNTY, TENNESSEE,
APPROVING A COLOR GUARD REGIONAL
EVENT PARTNER AGREEMENT WITH
WINTER GUARD INTERNATIONAL, INC.
(WGI) FOR ADMINISTRATION OF THE
WGI KNOXVILLE COLOR GUARD REGIONAL
BAND COMPETITION AT HARDIN VALLEY
ACADEMY ON SATURDAY, FEBRUARY 11, 2017
AT A COST OF $3,100.00.**

RESOLUTION: **R-16-11-204**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

**APPROVED AS TO FORM
AND CORRECTNESS:_____
DIRECTOR OF LAW**

**APPROVED:_____
DATE**

**VETOED:_____
DATE**

**VETO
OVERRIDE:_____
DATE**

**MINUTE
BOOK_____PAGE_____**

WHEREAS, Knox County Schools desires to host the Winter Guard International (WGI) Knoxville Color Guard Regional band competition at Hardin Valley Academy on Saturday, February 11, 2017; and

WHEREAS, the Hardin Valley Academy Winter Guard will host approximately 43 schools at this event; and

WHEREAS, the attached proposed agreement provides for WGI to administer the WGI Knoxville Color Guard Regional event at a cost of $3,100.00; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved the attached contract with WGI for said purpose.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The agreement with Winter Guard International, Inc. for the WGI Knoxville Color Guard Regional event at Hardin Valley Academy on February 11, 2017 is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the agreement with Winter Guard International, Inc. for the WGI Knoxville Color Guard Regional event at Hardin Valley Academy on February 11, 2017 shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

COLOR GUARD REGIONAL EVENT PARTNER AGREEMENT

This Regional Event Partner Agreement (the "Agreement") by and between Hardin Valley Academy Winter Guard, 11345 Hardin Valley Rd., Knoxville, TN 37932 (the "Event Partner") and Winter Guard International, Inc., 2405 Cross Pointe Drive, Dayton, Ohio 45342 ("WGI") shall be effective on the date of the last execution signature below.

Event Partner desires to host the WGI KNOXVILLE COLOR GUARD REGIONAL to be held at HARDIN VALLEY ACADEMY on SATURDAY, FEBRUARY 11, 2017 (the "Event"). The following terms constitute the entire agreement made between Event Partner and WGI regarding the Event. Event Partner and WGI agree as follows:

I. EVENT ADMINISTRATION FEE

A. In consideration of WGI's agreement to provide the goods and services set forth in this Agreement, Event Partner shall pay WGI an administration fee of THREE THOUSAND ONE HUNDRED DOLLARS ($3,100).

II. PERSONNEL

A. JUDGES AND CONTEST ADMINISTRATOR

1. Selection: WGI shall provide five (5) caption judges, one (1) timing and penalty judge, and one contest administrator for all portions of the Event, including preliminary and finals contest.

2. Fees: Event Partner shall pay judge fees of $350 or $7 per group performance judged (whichever is greater) for each caption judge, and $250 or $5 per group performance judged (whichever is greater) for each timing and penalty judge assigned to the Event. WGI shall be responsible for compensating the Contest Administrator. Event Partner shall prepare checks payable to the individual judge for delivery to the WGI Contest Administrator at the conclusion of the Event.

3. Transportation and Lodging: Economy air travel or mileage reimbursement shall be provided by WGI, at its expense, for all judges and the WGI Contest Administrator. Single occupancy hotel rooms shall be provided by the Event Partner, at its expense, for each judge and the WGI Contest Administrator assigned to the Event. Ground transportation for all judges and the WGI Contest Administrator to and from airport, hotel and Event venue shall be provided by Event Partner at its expense for the duration of the Event.

B. TABULATORS AND ANNOUNCERS

1. Selection: Event Partner shall provide at least two experienced tabulators and at least one announcer, with final approval of all tabulators and announcers required from the WGI Contest Administrator and Tabulation Manager. WGI Contest Administrator shall assist Event Partner in this effort. If trained tabulators are not available within a reasonable distance in the Event Partner's area, then WGI will provide the necessary personnel at the Event Partner's expense.

2. Fees: Event Partner agrees to pay tabulator fees of $200 minimum per contest day and announcer fees of $200 minimum per contest day as assigned to the Event. Event Partner has the option to increase fee for tabulator(s) and announcer(s) should it desire to do so. Event Partner shall prepare checks payable to the individual tabulator for delivery to WGI Contest Administrator at conclusion of event.

3. Transportation and Lodging: Double occupancy hotel rooms for traveling tabulator(s) shall be provided by the Event Partner at its expense. Economy air travel or mileage reimbursement will be provided by WGI at its expense for any traveling tabulators provided by WGI. For tabulators drawn from the Event Partner's area, and for all announcers, all transportation and lodging expenses (if any) shall be the sole responsibility of the Event Partner.

III. VENUE SERVICES

A. Parking: Event Partner, at its expense, shall provide a reasonable number of parking spaces for vehicles in reasonable proximity to, and with direct access to, the Event for its duration.

B. Security: Event Partner, at its expense, shall provide reasonable security for the Event for its duration.

C. Medical First Responders: Event Partner, at its expense, shall provide trained emergency medical personnel on site throughout the duration of the Event.

D. Event Partner agrees to provide confirmation of facility use, parking, security, and medical first responders for the Event no later than October 31, 2016. If Event Partner fails to provide this confirmation, then WGI shall have the right to cancel its performance under this Agreement in its entirety without a refund of any amounts already paid by the Event Partner.

E. Event Partner shall not permit overnight housing of anyone at the Event venue under any circumstances.

IV. EVENT TICKETING AND PASSES

A. All event ticket prices proposed by Event Partner must be approved by WGI.

B. WGI will provide each Event Partner detailed information regarding the authorized number of staff passes each color guard is to receive, in addition to performing members. Two of the staff passes must allow access to the audience side of the competition area.

C. Event Partner shall sell the same designated number of performer and staff passes for discounted admission to Finals for those color guards not appearing in Finals.

D. Event Partner shall not sell any additional discounted tickets or staff passes other than the number authorized by WGI at any time during the Event.

E. WGI is offering a Regional PLUS Pass that will allow participating groups to pre-purchase five additional staff passes for the Regional Event for $75.00. WGI will credit the Event Partner's final invoice $75.00 per each Regional PLUS Pass purchased.

V. PROMOTION

A. Promotion: Event Partner shall be entitled to advertise and promote the Event.

B. Sponsorships: For the purposes of the Event, no Event Partner may enter into any exclusive agreement, contracts and/or corporate sponsorships without the express written permission of WGI. This includes other WGI sponsors or companies that may directly or indirectly support the Event, the Event Partner's sponsors, or the local circuit.

C. Signage: Event Partner shall not permit signs or banners other than official WGI Regional Championships banner and Presenting Sponsors banner(s) (all to be provided by WGI) to be displayed anywhere at the Event venue. This includes other WGI sponsors or companies that may directly or indirectly support the event, the Event Partner's sponsors, or the local circuit. The WGI Contest Administrator must approve placement of all signs and banners.

D. Event Partner shall provide sufficient vendor booth space totaling one booth space of 30' x 10' for official WGI merchandise vendor and up to three 10' x 10' booths for WGI corporate sponsors. WGI will confirm final arrangements three weeks prior to the Event. If further space is available, then the Event Partner may sell additional vendor booth to participating groups for a maximum charge of $100.00 per 10' x 10' space and/or commercial vendors for a maximum charge of $200.00 per 10' x 10' space.

E. As a condition of awarding the Regional Event, the Event Partner shall participate in the Official WGI Merchandise Consignment Program should the official WGI merchandise vendor not attend the event. There is no cost to the Event Partner for this requirement. Event Partner may not produce or sell souvenir items for this specific event (e.g., regional t-shirts, etc).

F. Event Partner may produce and sell a regional souvenir program. Event Partner shall retain all revenue generated from the sale of advertisements and programs. Event Partner must utilize WGI program cover artwork and reserve two full pages for WGI advertising and one full page for each WGI Presenting Sponsors. WGI will provide all artwork to Event Partner.

VI. INTELLECTUAL PROPERTY

A. Recording, Reproduction or Transmission of Performance: The Event Partner shall use all reasonable means to prevent the recording, reproduction or transmission of any part of the Event by anyone without an individual group video pass and/or the express written permission of WGI's Executive Director.

GD

B. Indemnification for Copyright Infringement: The Event Partner shall INDEMNIFY AND HOLD HARMLESS WGI and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Event Partner.

See Exhibit A.

VII. TAXES AND INSURANCE

A. The Event Partner shall have sole responsibility for any tax liability arising out of its association with the Event, unless expressly agreed otherwise in writing by WGI.

GD

B. Event Partner shall provide proof of liability insurance with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury and property damage to protect it from claims from bodily injury and/or death and property damage which arises from any activity related to or in connection with either party's activities and/or conduct of the Event. Event Partner shall provide WGI with a certificate of insurance naming Winter Guard International, Inc. and its officers, directors, employees, and agents as an additional insured showing coverage of the above no less than sixty (60) days prior to the date of the event.

See Exhibit A.

VIII. INCLEMENT WEATHER

A. WGI shall reserve the right to cancel and/or change the previously announced schedule of any event when inclement weather might pose a risk to participants and/or attendees. The WGI Director of Color Guard and/or Executive Director will make determination in conjunction with performance venue administration (school district representative) with safety as the top priority and notify all interested parties as soon as possible after decision is made.

B. Should the event be canceled due to inclement weather, WGI will bear the financial responsibility of any travel expenses incurred as well as any fees due to judges or other contest personnel. WGI will not reimburse Event Partner for any other expenses associated with the canceled event. Any ticket refunds will be at the discretion of the Event Partner. All questions regarding ticket refunds will be referred back to the Event Partner.

IX. MISCELLANEOUS

A. Event Partner shall provide a comprehensive financial report with attendance figures to WGI within thirty days of the conclusion of the Event. Failure to provide attendance figures may result in termination of opportunities for future events.

B. Awards for all the finalists in all competitive classes in connection to this event shall be provided by WGI.

C. To the extent allowable by law, The parties mutually agree to defend, indemnify and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for the negligent and willful acts or omissions of their trustees, directors, officers, agents and employees.

E. WGI shall retain the right to alter, change or modify any provision of this Agreement prior to the signature of, or acceptance by, the Event Partner.

F. Authority to Execute: The individual who is executing this Agreement on behalf of the Event Partner hereby warrants and represents that he or she has the full power and authority to bind the Event Partner to these terms.

G. This agreement will be construed under the laws of the State of Tennessee and venue shall only be proper in Knox County, TN.

ACCEPTED:

For the EVENT PARTNER: INC.: See signature page

Alex Rector
Alex Rector (Oct 17, 2016)

Band Director

ACCEPTED:

For WINTER GUARD INTERNATIONAL,

Ron Nankervis
Executive Director
October 3, 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._____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

_____ _____

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date:_____

EXHIBIT A

Knox County Board of Education (Knox County Schools) is a self-insured governmental entity subject to the provisions of the Tennessee Governmental Tort Liability Act (GTLA), which provides certain limits of personal injury and property damage liability for governmental entities. Knox County Board of Education is self-insured to the limits required under the GTLA of $300,000 per person, $700,000 per incident for personal injury liability, and $100,000 for property damage for any negligent acts or omissions for which it would be liable under the GTLA.

Knox County Board of Education relies upon all defenses available to it under the GTLA, and cannot agree, pursuant to state law, to indemnify, defend, or hold another entity harmless for any acts or omissions.

RLA-6813 **R-16-11-205**

Work Session

Meeting Date:	11/14/2016
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 the Title I, Part A, School Improvement Innovation Zone (iZone) Grant from the Tennessee Department of Education in the amount up to $600,000.00.
(Schools)

Attachments

Resolution

Notification of Award

Application

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF THE TITLE I, PART A, SCHOOL IMPROVEMENT INNOVATION ZONE (IZONE) GRANT FROM THE TENNESSEE DEPARTMENT OF EDUCATION IN THE AMOUNT UP TO $600,000.00.

RESOLUTION: **R-16-11-205**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools applied for funding from the State of Tennessee, Department of Education under the Title I, Part A, School Improvement Innovation Zone (iZone) Grant; and

WHEREAS, the intent of the iZone is to accelerate school turnaround in Tennessee's lowest performing schools by providing more autonomy to principals and teachers through the exemption or waivers from specific local board of education policies and procedures and to provide an environment in which innovative educational systems can be developed, implemented, assessed and shared; and

WHEREAS, the Knox County Schools has received notice that it has been awarded the amount of $600,000.00 under the iZone Grant; and

WHEREAS, the Knox County Board of Education approved the iZone Grant application and award in the amount of $600,000.00 at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of funding from the Tennessee Department of Education under the Title I, Part A, School Improvement Innovation Zone (iZone) Grant in the amount up to $600,000.00. The notice of grant award from the Tennessee Department of Education is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other documents which may be required to signify acceptance of the grant award by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
9th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

BILL HASLAM
GOVERNOR

CANDICE McQUEEN
COMMISSIONER

Date: October 14, 2016
School System: 470 Knox County
System DUNS Number: 965591886 Indirect Cost Rate: 2.80%
Period of Grants: See individual grants for periods of availability
Federal Granting Agency: U.S. Department of Education

ELEMENTARY AND SECONDARY EDUCATION ACT OF 1965/ NO CHILD LEFT BEHIND ACT OF 2001 TITLE I GRANTS TO LEAS (P.L. 100-297) – FY 2017 Awards

Title I, Part A-School Improvement Grants 1003 (a): *Focus Schools Grant* **(CFDA 84.010A-Award #S010A150042)**		
2017 Allocations – Knox County		
Period of Availability	July 1st, 2016 - September 30th, 2017	
Current Allocation	$148,889.40	
Funds Obligated By This Award/Revision	$0.00	
Total Project Funds Obligated to Sub-Recipient	$148,889.40	
School Names And Allocations For Those To Be Served With These Project Funds		
• Mooreland Heights ES - $67,005.40	• Chilhowee Intermediate - $81,884.00	• -
• -	• -	• -
• -		
TOTAL FOR ALL SCHOOLS:$148,889.40		
S010A150042 Project Total Allocations in 2016, Statewide **(GAN Date: 2/17/2016)**	**$3,660,269.05**	

Title I, Part A-School Improvement Grants 1003 (a): *iZone Grant* **(CFDA 84.010A-Award #S010A150042)**	
2017 Allocations – Knox County	
Period of Availability	July 1st, 2016 - September 30th, 2017
Current Allocation	$0.00
Funds Obligated By This Award/Revision	$600,000.00
Total Project Funds Obligated to Sub-Recipient	$600,000.00
S010A150042 Project Total Allocations in 2016, Statewide **(GAN Date: 2/17/2016)**	**$2,600,000.00**

Title I, Part A-School Improvement Grants 1003 (a): *School Improvement Incubator Grant* **(CFDA 84.010A-Award #S010A150042)**	
2017 Allocations – Knox County	
Period of Availability	July 1st, 2016 - September 30th, 2017
Current Allocation	$0.00
Funds Obligated By This Award/Revision	$0.00
Total Project Funds Obligated to Sub-Recipient	$0.00
S010A150042 Project Total Allocations in 2016, Statewide **(GAN Date: : 2/17/2016)**	**$2,066,667.00**

Direct Inquiries to:
Eve Carney
(615) 532-2145
E-mail: Eve.Carney@@tn.gov

Eve Carney
Executive Director, Comprehensive Planning and Monitoring

10/14/2016
Date

Additional Program Contact Information				
Program	**USEd Program Contact**	**Program Contact Email**	**TDOE Program Contact**	**Program Contact Email**
Title I, Part A-School Improvement Grants 1003 (a)	**Nkemjika Ofodile**	**nkemjika.ofodile@ed.gov**	**Rita Fentress**	**rita.fentress@tn.gov**
Title I, Part G-School Improvement Grant 1003 (g)	**Todd Stephenson**	**todd.stephenson@ed.gov**	**Rita Fentress**	**rita.fentress@tn.gov**

Program Details

Knox County (470) Public District - FY 2017 - Innovation Zone (iZone) - Rev 0 - Innovation Zone (iZone)

iZone Goals Aligned to Needs

1. What data have been analyzed to shape the goals for the iZone? What summaries and conclusions can be drawn from these data?

No Changes, no assessment data to compare.

2. Identify specific academic gains established for the iZone in reading/language arts and mathematics for the three years of full implementation. State the actual iZone goals for both subject areas ensuring that each is specific, measurable, ambitious, relevant, and time-bound.

No Changes, no assessment data to compare.

3. List the selection of any non-academic goals based on identified needs common to iZone schools. Areas that might be targeted include school culture, student discipline, attendance, parent participation, drop-out, etc.

No Changes.

iZone Structure and Capacity

1. LEA support to implementation.

How does the process for support of and response to the iZone and it schools differ from the support and response to other schools? (e.g.: governance structure, principals' regular and direct access to the Superintendent/Director of Schools; flexibility granted to iZone; central office staff designated to work solely with iZone schools; structure to facilitate a streamlined support system - including district staff and areas of curriculum, special populations, procurement, student support, human resources, etc.) Upload a copy of the proposed organization chart as supporting documentation in the Related Documents section of ePlan.

Governance Structure and Access to Superintendent

The iZone will support the district's four priority schools. As Executive Director of Innovation and School Improvement, Dr. Daphne Odom will directly supervise these schools and work with each school on all daily governance issues in addition to giving personnel and academic support. Dr. Odom filled the position of the Executive Director of Innovation and School Improvement in January 2015. The role of the executive director is to serve as an advocate for the Transformational School leaders and the schools they serve. As a member of the district executive and leadership teams, Dr. Odom has direct access to the Interim Superintendent of Knox County Schools, Buzz Thomas, in order to voice concerns or ask for support for the district's Transformational Schools.

It should be noted that two grade level executive directors and four district supervisors oversee the district's remaining 85 schools. Therefore, the Transformational Schools Division has more direct support than other KCS schools due to their priority status and need. iZone Administrators have

direct access to Dr. Odom in formal monthly priority school meetings, as well as informally through email conversations, phone, text, and structured visits occurring bi-weekly and as needed.

Central Office Support Designated Solely for the iZone

The Office of Innovation's general purpose funds will support an Innovation Specialist that will work with the entire iZone, including the Transformational Schools Division, to further increase the level of access to the district. It should be noted this position does not solely work with the priority schools. Additionally, this position works with the Innovative Programs division. Both the Executive Director and the Innovation Specialist will monitor and oversee the work of the iZone facilitators, PBIS Liaison, and Special Education Facilitator.

In addition, the following positions will be designated to work *only* with the iZone Transformational Schools Division.

· The content facilitators (Early Literacy, Literacy, and Numeracy) will work with instructional coaches, teachers and administration in each of the transformational schools to ensure curriculum needs are met.The iZone facilitators will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

· A special education facilitator will work only with the designated Transformational Schools. Currently, the special education staff in the KCS is spread thin. This facilitator position will provide our Transformational Schools with one specialist/supervisor designated to support special education teachers as well as our general education teachers working with inclusion models. The facilitator will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

· A Behavior Liaison will work with the current behavior staff in the Transformational Schools. Due to the large number of behavior incidents in the schools, there is a need for support creating and implementing a structured behavior management plan. The facilitator will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

Flexibility for the iZone

Schools in the Transformational Schools Division will have autonomy in working through KCS district pacing and curriculum guides in order to meet the needs of their students and teachers. With support from iZone content facilitators and access to district content supervisors, the focus will be on exposing students to state standards while addressing skill deficits. The iZone acknowledges the Transformational Schools must be able to work at a pace designed for their students. The iZone is committing the instructional freedom and flexibility to meet the needs of every student.

The KCS Transformational Schools Division is committed to offering the following support and opportunities to the schools within this division of the iZone:

· Targeted professional development differentiated for teachers at each school, led by high quality facilitators that have expertise teaching in schools with high levels of poverty and low achievement.

- Specific in-service professional development opportunities provided through iZone strands on district-wide development days. Teachers within the Transformational Schools Division will attend professional development designed for the specific needs of teachers instructing in high need priority schools.

- Opportunities for teachers to meaningfully improve their practice through PLC collaborations that work with iZone content facilitators, instructional coaches in the schools, and a special education specialist.

- An iLeader Institute for the administration in the Transformational Schools designed to offer timely professional growth in all areas of instructional leadership.

- Identifying best practices among our current teachers and developing a process for them to share their skills to improve the practice of their peers.

- Access to the PBIS curriculum and district personnel in order to implement the program with fidelity and address behavior and school culture issues.

- A staffing window for the high priority schools allowing administrators to post open positions and select candidates earlier than other schools.

- A Career Fair designed specifically for high priority schools to allow administration the opportunity to get to know prospective candidates and share specific staffing needs.

- Extended instructional time for students and additional professional development days for staff in the Transformational Schools.

- Book Study using Baruti Kafele's *Teacher 50*

- Online Canvas course for collaboration among grade levels across iZone schools.

Note: If you are requesting an exception to, or waiver of local board policy for procurement, human resources, transportation or other central office district support policies; complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

2. Commitment to support from relevant stakeholders.

What methods will the LEA use to consult with relevant stakeholders including administrators, teachers, staff, parents, teachers' organization, school board and community on the iZone application and selection of school intervention models in schools? Provide anticipated dates of stakeholder

meetings as supporting documentation.

No Changes

3. Human Capital

• iZone Leader. Provide a description of credentials, competencies, and responsibilities of the iZone leader, including a resume (you may upload to Related Documents) if a candidate has been identified.

No Changes

• New School Leaders. Describe the LEA's plan for its iZone leadership pipeline including the criteria for selection, recruitment and retention of new school leaders.

No Changes

• Existing School Leaders. Describe the LEA's plan for its criteria for selection, recruitment and retention of existing school leaders district to be placed in an iZone school.

No Changes

• Effective Teachers. Describe the LEA's plan and timeline for teacher placement in iZone schools. Please include the criteria for selection, recruitment, hiring, and retention of effective iZone teachers.

Retention of effective teachers

We recognize teaching in Transformational Schools brings a unique set of challenges. We also feel strongly it brings great reward and want to recognize the achievements of successful teachers. iZone schools are committed to offering to our most effective teachers:

- Earned autonomy within the district pacing and curricular resources
- Leadership opportunities within the schools
- Stipends for leadership roles
- Opportunities to select grade level placements
- Increased recognition of highly effective teachers through email and social medi

Please include the process for analysis of current staff, a timeline for teacher placement in iZone schools the first full year of implementation. Please address the percent of teachers with effect scores of 1 and 2 that will be replaced the first full year of SIG implementation.

No Changes

Note: If you are requesting an exception to or waiver of local board policy for staffing, assignments, compensation, grievance procedures, staffing ratios, budget cuts, or performance incentives; complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

4. Scheduling/Calendar

Discuss the process the iZone will use to amend iZone schools' calendar and/or schedule to allow for additional instructional time.

Extended learning time will continue in 2016-17. No changes.

Note: If you are requesting an exception to or waiver of local board policy for class size, enrollment, calendar or other time policies, complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

Evaluation/Monitoring

1. How will the iZone monitor and evaluate progress toward annual goals for student achievement, implementation of interventions, and SIG leading indicators (if applicable). Include the positions responsible and the frequency of monitoring.

Monitor and Evaluate Student Achievement:

Prior to the start of the school year, all Transformational Schools in the iZone will review the most current TCAP and STAR data. Goals will be set with administrators at the school level. Schools will have the autonomy to create the pathways for progress toward the annual goals. Monitored data will include: daily informal assessments, monthly common assessments, quarterly STAR or AIMSweb Assessments, and TN Ready. School and iZone personnel will report data findings to principals. The iLeaders will fill out a monthly progress report to show and reflect on growth toward the three goals set forth by the iZone, which will be reported to the Executive Director of Innovation and School Improvement.

Implementation of Interventions:

RTI^2 Interventions will be established using STAR Renaissance universal screener data. Elementary schools use the following intervention programs to meet the needs of students showing skill deficits:

	Tier 2	Tier 3
Reading Interventions	Voyager	SPIRE
Math Interventions	FasttMath	Moving with Math

Middle Schools use the following intervention programs to meet the needs of students showing skill deficits:

	Tier 2	Tier 3
Reading Interventions	Rewards	Language! Live
Math Interventions	Odyssey Math	Odyssey Math
	Tier 2	**Tier 3**
Reading Interventions	Voyager	SPIRE
Math Interventions	FasttMath	Moving with Math

All schools progress monitor using STAR Renaissance (Tier 2) and aimsweb (Tier 3) as a means of obtaining a growth measure as a response to the intervention. The RTI^2 Coach for Knox County Schools, along with the iZone personnel, administrators, and school instructional coaches will be responsible for intervention fidelity monitoring. Along with classroom teachers, these personnel will make decisions about seamlessly moving students into the most appropriate intervention based on demonstration of growth or lack of growth.

SIG Leading Indicators

SIG Leading Indicator	Evaluation Tools	Monitoring Activities/Frequency	Responsible Persons
Number of minutes within the school year	·Master schedules showing Transformational Schools with 30 – 45 minutes of additional instructional time ·Professional development time for teachers built into the calendar	·Schedules and calendars will be turned into The Executive Director of Innovation and School Improvement	·Teachers - adhere to schedule ·iLeaders – ownership of master schedule ·Executive Director – approval and review accuracy
Student attendance rate	·ASPEN program	·Daily, weekly, monthly, quarterly, and yearly program reports	·iLeaders ·School secretaries ·Classroom teachers ·Social workers
Discipline Incidents	·SWIS program ·ASPEN	·Daily, weekly, and monthly reports with a break down of offenses specifically focusing on out of school suspension counts	·PBIS teachers ·PBIS liaison ·iLeaders ·Classroom teachers
Truants	·ASPEN program	·Daily, weekly, monthly, quarterly, and yearly	·iLeaders ·School secretaries

		program reports	·Classroom teachers ·Social workers
Distribution of teachers by performance level on a district's teacher evaluation system	·RANDA Tower program ·TAP-CODE program	·2 – 4 evaluations per classroom teacher per year	·Executive Director ·iLeaders ·Mentor teachers ·Master teachers ·Lead teachers
Teacher attendance rate	·AESOP Absence Management System	·Daily, weekly, monthly, and yearly reports	·iLeaders ·Executive Director ·Classroom teachers ·School secretaries

2. Describe the method, frequency, and use of student achievement data – both formative and summative assessments to evaluate progress.

Progress toward iZone goals will be evaluated using student achievement data through a number of ways, both formal and informal.

Formative Assessments

Teachers will administer informal, formative assessments mid-week (every week) in order to make a data-driven plan of action for the remainder of the week. After re-teaching, teachers will assess again to check for mastery.

Summative Assessments

Grade level common assessments created by instructional coaches and/or iZone instructional personnel will be given quarterly for reading and at least every three weeks for mathematics. Data will determine the pacing for future units. If students are lacking skills, classroom teachers will adjust planning guides for re-teaching. If mastery is obtained, teachers will continue to the next unit of study. Grade level common assessments will be reviewed weekly for reading and at least every three weeks for math during PLC meetings.

STAR Renaissance or AIMSweb universal screeners will be given three - four times per year in both reading and math. Results will be used to identify appropriate intervention placement. Students falling below the 10th percentile will be placed in a Tier 3 group where they will receive intervention through SPIRE, Language! Live, Moving with Math or Odyssey and progress monitored with AIMS Web. Students in the 11-25th percentile will be placed in a Tier 2 group where they will receive intervention through Voyager, Rewards, FasttMath, or Odyssey and progress monitored every two weeks for growth using STAR Renaissance. Students above the 25th percentile will be placed in a Tier 1 group where they will receive continued grade level instruction aimed at raising proficiency levels. Universal screener and progress monitoring data will be reviewed monthly in RTI^2 meetings facilitated by a KCS RTI^2 coach.

TN Ready will be given at the end of every school year. Data will be used to determine the student's current ability level and appropriate placement in a grade level classroom for the new school year. TCAP/TN Ready data will be reviewed prior to the start of every school year and referenced through out the year, as new data is collected, to closely monitor progress towards annual goals.

3. Describe the process to be used in making evaluative comparisons, interpreting data, and determining the academic progress of the all student group and for identified sub-groups.

STAR Renaissance data will be the primary source for assessing progress for the entire iZone, schools, and subgroups throughout the year. Individual students, individual classes, subgroups, grade level, and entire school data, of all forms, will be compared to the goals set forth in reading and mathematics by the iZone. During the 2016 summer planning meetings, the iZone Support Team (including iZone administrators) will determine the best reporting format to evaluate and compare growth across the iZone. STAR Renaissance, AIMSweb and common assessment provide a plethora of reporting features, including Student Growth Percentiles, which can demonstrate the rate of growth amongst individuals, subgroups and schools. Student progress should exceed the county set percentiles targets in order to achieve the ambitious goals of the iZone.

iZone administrators will report data findings in a monthly progress report and the iZone Support Team will work through interpretations and comparisons during regular meetings throughout the year. When analyzing STAR data, staff will look for consistent growth trends to show progress toward annual goals, identifying groups that are not progressing at the expected rate and celebrating exemplar academic progress.

The iZone will partner with Copper Ridge Elementary school to and give a same common assessments in order to compare iZone data with a school outside of the iZone.

4. What procedures will the iZone use to examine interim assessments and other data to modify and/or adjust current practices if progress is not being made?

In response to STAR Renaissance or AIMSweb universal screener data, students will be placed in a Tier based on ability level. Tier 1 students will receive grade level enrichment instruction. Tier 2 and 3 students will receive intervention in their area of deficit. Tiers are fluid and based on the most current needs of individual students according to screener and progress monitoring data. If students are unable to show growth after intense intervention with 20 data points met with fidelity based on direct observations and an 80% attendance rate, a formal evaluation process will begin.

In addition, teachers will evaluate weekly progress of all students through common assessments to determine skill mastery and identify any areas or students in need of intervention or re-teaching. Progress reports will be given to instructional coaches and iLeaders. iZone administrators will review teacher progress reports and share insights with the iZone Support Team to determine school level changes needed.

During the 2016-17 schools year, we will research and develop a standards based report card, with the intent to implement in the 2017-18 school year.

Scalability and Sustainability

1. Explain the iZone's scaling strategy for school service (feeder pattern, school level, etc).

No Changes

2. How will the iZone be sustained beyond the initial funding periods? Include supports to be sustained and possible funding streams.

No Changes

Communication

1. Describe the process for reporting student achievement and progress to stakeholder groups (internal and external).

The following methods will be used to communicate results:
iZone administrators will communicate results in bi-weekly meetings with the Executive Director of Innovation using reports based on the iZone goals.
The Office of Innovation will report out progress for all schools through monthly updates to the KCS executive leadership team.
Any information requested by the KCS Board of Education will be given by the KCS Superintendent at monthly board meetings and in the weekly updates.

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iZone Goals Aligned to Needs

1. What data have been analyzed to shape the goals for the iZone? What summaries and conclusions can be drawn from these data?

The 2013-14 Tennessee Comprehensive Achievement Program (TCAP) data for the Transformational Schools was used to determine the academic goals for the Transformational Schools Division of the iZone. Additionally, behavior data were analyzed from each school.

The data for the four Transformational Schools revealed an overwhelming number of students are not scoring proficient or advanced on the TCAP. As an iZone Division, 788 students out of 931, or 84.6% of students, scored below basic or basic in mathematics. Therefore, only 15.4% of students scored proficient or advanced. Additionally, 777 students of 930, or 83.5% of students, scored below basic or basic in reading/language arts. Consequently, only 16.5% of students scored proficient or advanced. Please see the table below for a breakdown of the data in individual schools.

IZONE: TSD 13-14 DATA BREAKDOWN

Math					
School Name	Number of Students Tested	Percent of Students Below Basic or Basic	Number of Students Below Basic or Basic	Percent of Students Proficient or Advanced	Number of Students Proficient or Advanced
iZone: Transformational Schools	931	84.7%	788	15.3%	143
Green Magnet Academy	147	85%	125	15%	22
Lonsdale Elementary School	146	74%	108	26%	38
Sarah Moore Greene Magnet Academy	309	87%	269	13%	40
Vine Middle Magnet School	329	86.9%	286	13.1%	43
Reading Language Arts					

School Name	Number of Students Tested	Percent of Students Below Basic or Basic	Number of Students Below Basic or Basic	Percent of Students Proficient or Advanced	Number of Students Proficient or Advanced
iZone: Transformational Schools	930	83.5%	777	16.5%	153
Green Magnet Academy	147	85.7%	126	14.3%	21
Lonsdale Elementary School	146	85.6%	125	14.4%	21
Sarah Moore Greene Magnet Academy	308	86.4%	266	13.6%	42
Vine Middle Magnet School	329	79.1%	260	20.9%	69

The goal of the iZone is to improve reading and math proficiency in the Transformational Schools by 21% over the current AMO targets over the next three years. It was determined that this goal is both ambitious and attainable when the proficiency rates were broken down into actual student numbers. The table below describes the number of students within the Transformational Schools Division that would need to move from basic or below basic to proficiency or advanced, assuming enrollment and the current number of students scoring proficient or advanced remain constant. Specifically by the year 2017-2018, in Math, the Transformational Schools in the iZone will maintain 143 proficient or advanced students and will move an additional 244 students to proficiency or greater. Within Reading/Language Arts the schools will maintain 153 students and move an additional 244 students to proficiency or greater.

IZONE PROFICIENCY BY ACTUAL STUDENT NUMBERS

Math						
School Name	Number of Students Tested	Current Number of Students Below Basic or Basic	2017-2018 Goal for Percent Proficient or Above	Number of Students to Maintain Proficiency	Number of Students to Move to Proficiency	Projected Number of Students Scoring Proficient or Above 2017-2018
iZone	931	788	41.6%	143	244	387
Green Magnet Academy	147	125	41.3%	22	38	60

Lonsdale Elementary School	146	108	51.6%	38	37	75
Sarah Moore Greene Magnet Academy	309	269	39.4%	40	82	122
Vine Middle Magnet School	329	286	39.5%	43	87	130

Reading/Language Arts

School Name	Number of Students Tested	Current Number of Students Below Basic or Basic	2017-2018 Goal for Percent Proficient or Above	Number of Students to Maintain Proficiency	Number of Students to Move to Proficiency	Projected Number of Students Scoring Proficient or Above 2017-2018
IiZone	930	777	42.7%	153	244	397
Green Magnet Academy	147	126	40.7%	21	39	60
Lonsdale Elementary School	146	125	40.8%	21	39	60
Sarah Moore Greene Magnet Academy	308	266	40.0%	42	81	123
Vine Middle Magnet School	329	260	46.8%	69	85	154

Additional summaries of the achievement data include:

- Lonsdale Elementary School is scoring above the iZone Transformational Schools Division average in achievement in mathematics.
- Sarah Moore Greene Magnet Academy scored the lowest of the four schools within the division in mathematics.
- Vine Middle Magnet Academy is scoring above the Transformational Schools Division in achievement in reading/language arts.
- Sarah Moore Greene Magnet Academy scored the lowest of the four schools within the division in reading/language arts.

The four schools report a combined 3,892 behavior incidents between August 2014 and April 2015. With all four Transformational Schools having a high number of behavior referrals, it can be concluded that a significant amount of personnel support is being allocated to handle discipline issues rather than focusing on instructional needs in each of these schools. It should be noted Vine Middle Magnet School reports nearly half of the behavior referrals for the iZone Transformational Schools Division.

Upon further examination of the office referral data, 414 of these referrals were out of school suspensions issued in the first semester of the 2014-2015 school year alone. Time spent in out of school suspension is instructional time lost for the individual student.

IZONE BEHAVIOR REFERRALS SUMMARY

School Name	2013-2014 Total Office Referrals	2013-2014 Out of School Suspensions	2013-2014 Other Infractions
iZone: Transformational Schools Division	3,158	620	2,538
Green Magnet Academy	364	55	309
Lonsdale Elementary School	326	19	307
Sarah Moore Green Magnet Academy	764	152	612
Vine Middle Magnet School	1,690	394	1,296

In conclusion, the alarming percentages of students who are not proficient or advanced in math and/or reading present great opportunity for the Transformational Schools Division of the iZone. Both academic data, as well as behavioral data has shaped the goals and activities of the work plan. The resulting iZone will create an innovative environment for leaders, teachers and students to dramatically improve student outcomes in our four designated Priority Schools.

2. Identify specific academic gains established for the iZone in reading/language arts and mathematics for the three years of full implementation. State the actual iZone goals for both subject areas ensuring that each is specific, measurable, ambitious, relevant, and time-bound.

The Transformational Schools Division of the KCS iZone is committed to dramatically increasing student achievement in the four Transformational Schools served. To this end, the iZone will set ambitious goals that exceed the current AMO performance goals. The specific academic goals for the iZone in reading/language arts and mathematics, and the benchmark measures for both the iZone and individual schools, are displayed in the tables below.

Math iZone Goal

The KCS iZone Transformational Schools will increase the number of students scoring proficient or advanced in Math by 6% above the 2014-15 AMO required by the state. This goal will increase to 7% in 2016-2017 and 8% in 2017-2018.

	Subject	2013-2014 % Prof/Adv	2014-15 AMO Target	Year 1 add 6%	Year 2 add 7%	Year 3 add 8%

iZone	Math	15.4	20.6	26.6	33.6	41.6
Green Magnet Academy	Math	15	20.3	26.3	33.3	41.3
Lonsdale Elementary School	Math	26	30.6	36.6	43.6	51.6
Sarah Moore Greene Magnet Academy	Math	13	18.4	24.4	31.4	39.4
Vine Middle Magnet School	Math	13.1	18.5	24.5	31.5	39.5

Reading/Language Arts iZone Goal

The KCS iZone Transformational Schools will increase the number of students scoring proficient or advanced in RLA by 6% above the 2014-15 AMO required by the state. This goal will increase to 7% in 2016-2017 and 8% in 2017-2018.

School Name	Subject	2013-2014 % Prof/Adv	2014-15 AMO Target	Year 1 add 6%	Year 2 add 7%	Year 3 add 8%
IiZone	RLA	16.5	21.7	27.7	34.7	42.7
Green Magnet Academy	RLA	14.3	19.7	25.7	32.7	40.7
Lonsdale Elementary School	RLA	14.4	19.8	25.8	32.8	40.8
Sarah Moore Greene Magnet Academy	RLA	13.6	19.0	25.0	32.0	40.0
Vine Middle Magnet School	RLA	20.9	25.8	31.8	38.8	46.8

3. List the selection of any non-academic goals based on identified needs common to iZone schools. Areas that might be targeted include school culture, student discipline, attendance, parent participation, drop-out, etc.

Behavioral data from all four Transformational Schools, reveal each has experienced high behavioral office referrals in the current school year. Due to the direct impact student behavior has on both staff capacity and student ability to learn, the KCS iZone has selected a non-academic goal targeting behavioral office referrals. Please see the table below for the specific goal and measures.

Behavior iZone Goal

The KCS iZone Transformational Schools will decrease the number of office referrals due to behavior concerns by 50% in 2015-2016. The office referrals will decrease an additional 25% in 2016-2017 and an additional 15% in 2017-2018.

School Name	Subject	2014-2015 (through April 30) Office Referrals	Year 1 Decrease 50%	Year 2 Decrease 25%	Year 3 Decrease 15%
iZone	Behavior	3,892	1,946	1,461	1,241
Green Magnet Academy	Behavior	651	326	245	208
Lonsdale Elementary School	Behavior	313	156	117	99
Sarah Moore Green Magnet Academy	Behavior	1,004	502	377	320
Vine Middle Magnet School	Behavior	1,924	962	722	614

iZone Structure and Capacity

1. LEA support to implementation.

How does the process for support of and response to the iZone and it schools differ from the support and response to other schools? (e.g.: governance structure, principals' regular and direct access to the Superintendent/Director of Schools; flexibility granted to iZone; central office staff designated to work solely with iZone schools; structure to facilitate a streamlined support system - including district staff and areas of curriculum, special populations, procurement, student support, human resources, etc.) Upload a copy of the proposed organization chart as supporting documentation in the Related Documents section of ePlan.

Governance Structure and Access to Superintendent

The Transformational Schools Division of the iZone will support the district's four priority schools. As Executive Director of Innovation and School Improvement, Dr. Daphne Odom will directly supervise these schools and work with each school on all daily governance issues in addition to giving personnel and academic support. Dr. Odom filled the position of the Executive Director of Innovation and School Improvement in January 2015. The role of the executive director is to serve as an advocate for the Transformational School leaders and the schools they serve. As a member of the district executive and leadership teams, Dr. Odom has direct access to the Superintendent of Knox County Schools, Dr. Jim McIntyre, in order to voice concerns or ask for support for the district's Transformational Schools.

It should be noted that two grade level executive directors and four district supervisors oversee the district's remaining 85 schools. Therefore, the Transformational Schools Division has more direct support than other KCS schools due to their priority status and need. Transformational School leaders have direct access to Dr. Odom in formal monthly priority school meetings, as well as informally through email conversations, phone, text, and structured visits occurring bi-weekly and as needed.

Central Office Support Designated Solely for the iZone

The Office of Innovation's general purpose funds will support an Innovation Specialist that will work with the entire iZone, including the Transformational Schools Division, to further increase the level of access to the district. It should be noted this position does not solely work with the priority schools. Additionally, this position works with the Innovative Programs division. Both the Executive Director and the Innovation Specialist will monitor and oversee the work of the iZone facilitators, PBIS Liaison, and Special Education Facilitator. The Innovation Specialist will be full-time in the schools to be a support and supervisor of the work in the iZone and within the innovative programming for the office.

In addition, the following positions will be designated to work *only* with the iZone Transformational Schools Division (see attached Transformational Schools Division organization chart):

- The content facilitators (Early Literacy, Literacy, and Numeracy) will work with instructional coaches, teachers and administration in each of the transformational schools to ensure curriculum needs are met.The iZone facilitators will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

- A special education facilitator will work only with the designated Transformational Schools. Currently, the special education staff in the KCS is spread thin. This facilitator position will provide our Transformational Schools with one specialist/supervisor designated to support special education teachers as well as our general education teachers working with inclusion models. The facilitator will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

- A Behavior Liaison will work with the current behavior staff in the Transformational Schools. Due to the large number of behavior incidents in the schools, there is a need for support creating and implementing a structured behavior management plan. The facilitator will work with only the 4 priority schools: Lonsdale Elementary, Green Magnet, Sarah Moore Greene Magnet and Vine Middle Magnet.

-

Flexibility for the iZone

Schools in the Transformational Schools Division will have autonomy in working through KCS district pacing and curriculum guides in order to meet the needs of their students and teachers. With support from iZone content facilitators and access to district content supervisors, the focus will be on exposing students to state standards while addressing skill deficits. The iZone acknowledges the Transformational Schools must be able to work at a pace designed for their students. The iZone is committing the instructional freedom and flexibility to meet the needs of every student.

The KCS Transformational Schools Division is committed to offering the following support and opportunities to the schools within this division of the iZone:

- Targeted professional development differentiated for teachers at each school, led by high quality facilitators that have expertise teaching in schools with high levels of poverty and low achievement.

- Specific in-service professional development opportunities provided through iZone strands on district-wide development days. Teachers within the Transformational Schools Division will attend professional development designed for the specific needs of teachers instructing in high need priority schools.

- Opportunities for teachers to meaningfully improve their practice through PLC collaborations that work with iZone content facilitators, instructional coaches in the schools, and a special education specialist.

- An iLeader Institute for the administration in the Transformational Schools designed to offer timely professional growth in all areas of instructional leadership.

- Identifying best practices among our current teachers and developing a process for them to share their skills to improve the practice of their peers.

- Access to the PBIS curriculum and district personnel in order to implement the program with fidelity and address behavior and school culture issues.

- A staffing window for the high priority schools allowing administrators to post open positions and select candidates earlier than other schools.

- A Career Fair designed specifically for high priority schools to allow administration the opportunity to get to know prospective candidates and share specific staffing needs.

- Extended instructional time for students and additional professional development days for staff in the Transformational Schools.

Note: If you are requesting an exception to, or waiver of local board policy for procurement, human resources, transportation or other central office district support policies; complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

2. Commitment to support from relevant stakeholders.

What methods will the LEA use to consult with relevant stakeholders including administrators, teachers, staff, parents, teachers' organization, school board and community on the iZone application and selection of school intervention models in schools? Provide anticipated dates of stakeholder meetings as supporting documentation.

The KCS has leveraged in-person and committee meetings, emails, and phone calls to consult with relevant stakeholders about the iZone application. First, the Federal Programs department had an initial overview meeting with the Office of Innovation regarding the webinar on Friday, April 17, 2015. The Executive Director of Innovation and School Improvement and the Chief Academic Officer for the KCS met with Dr. Jim McIntyre, Superintendent of KCS Schools on April 22, 2015 and again on May 8, 2015 regarding the iZone proposal.

The four schools included in the Transformational School Division were chosen due to their priority status. Each school has communicated this status to their parents and communities. Knox County Schools issued a press release to inform all stakeholders and the community at large of school status upon the release of the TDOE accountability determinations.

The district website for the Office of Innovation will begin communicating the newly organized divisions of the iZone beginning in May 2015. The Executive Director of Innovation and School Improvement will begin direct supervision of the four Transformation Schools at the end of May 2015. Beginning in late July, staff will come back on contract and each school will have the opportunity to meet with Dr. Odom to discuss the structure and purpose of the iZone. These meetings will take place the week of July 27, 2015. Each school will hold a Community Forum to share the iZone plan, and Dr. Odom will participate in each forum. All of the four schools in the Transformational Schools Division are Community Schools. The Community Schools Committee at each school will be engaged in conversations about the iZone plan and assist in sharing the message to the larger community.

Each school will share the district iZone information with parents as school begins and have a link from their school websites to the Office of Innovation page. Additionally, social media will be utilized to communicate messages and brand the KCS iZone in collaboration with the KCS Public Affairs and Community Relations Departments. The Superintendent of KCS Schools will communicate with the school board on all developments within the KCS iZone. Monthly iZone meetings will be held for each school, and district supervisory personnel will be in attendance to discuss challenges and opportunities.

3. Human Capital

• iZone Leader. Provide a description of credentials, competencies, and responsibilities of the iZone leader, including a resume (you may upload to Related Documents) if a candidate has been identified.

The following is the job description for the KCS Executive Director of Innovation and School Improvement. Please also see attached resume for Dr. Daphne Odom who was appointed to this role in January 2015.

The Executive Director oversees the programs in the Innovative Programs department, including the non-traditional schools. Dr. Odom has direct oversight over the 4 priority schools as well as 4 additional other schools (non-SIG/priority).

The Executive Director of Innovation and School Improvement is responsible for planning, developing, communicating, and executing strategic initiatives in the Knox County Schools. The Executive Director will help the district achieve its vision, through implementation of

innovative, school improvement practices. This position will be responsible for overseeing a portfolio of schools, including Transformational Schools and whole school magnet schools, as well as coordinating charter schools, magnet programming, Career and Technical Education, AVID and STEM for the District and promoting innovation in all school operational areas.

The Executive Director will lead organizational development efforts including the ongoing, systematic process of implementing effective organizational change. The ideal candidate will understand the holistic systems that impact the process and outputs of the entire organization. This role will be expected to function as a change agent or catalyst who is engaged in leadership as a transformative process to elevate effectiveness. As such, the successful Executive Director will possess a clear strategic vision, an understanding of technology, excellent communication skills, and the ability to direct strategies through to execution.

The Executive Director of Innovation and School Improvement should have the following credentials:

- Minimum three (3) years administration/supervisory experience and seven (7) additional years of relevant experience – Required
- Bachelor's degree – Required
- Master's Degree in Business or Public Administration, Human Resources, Educational Administration or closely related field – Preferred
- Experience in a public school system – Preferred
- Such alternatives to the above qualifications as the hiring and interviewing team may find acceptable and appropriate.

The Executive Director of Innovation and School Improvement should have the following required skills and knowledge:

- Demonstrated experience and expertise in school turnaround and innovative programs
- Demonstrated knowledge of curriculum and effective instructional practice
- Demonstrated understanding of good management practices including financial accounting and reporting, human resources, planning and implementation, and information technologies
- Demonstrated communication, public speaking, leadership, and organizational skills
- Demonstrated ability to align resources and foster public and private partnerships
- Demonstrated ability to manage budgets, people, resources, and outcomes
- Demonstrated understanding of the assets and K-16 infrastructures (including accountability, reporting, and outcome measures)
- Ability to successfully manage multiple tasks, projects, and responsibilities
- Ability to manage departmental budget and ensure expenditures are within approved budget and in conformance with District fiscal procedures
- Ability to balance between the big picture vision (strategy) and attention to detail (tactics)
- Ability to effectively leverage technology and social media
- Knowledge and understanding of project management methodologies
- Knowledge and understanding of school and school district operations and procedures
- Knowledge and understanding of current trends and related laws and regulations in educational reform, management and information technologies

- Strong critical thinking and analytical skills
- Strong organizational and time management skills
- Proficient in Microsoft Office

The Executive Director of Innovation and School Improvement will carry out the following responsibilities:

- Supervise and oversee a portfolio of schools, including Transformational Schools and Whole School Magnet Schools.
- Coordinate charter schools, magnet programming, Career and Technical Education, AVID and STEM for the District and promote innovation in all school operational areas.
- Assist with the development, planning and implementation of strategic programs.
- Assist Senior Leadership in the development of a strategic vision for the district, which encompasses a culture of high quality service to internal clients, innovation, and optimal operational efficiencies.
- Collaborate with Senior Leadership to develop and align the long-term and short-term strategic plans, as well as the appropriate organization structure (e.g., people, process and technology) to deliver the expected results.
- Meet regularly with key personnel throughout the district to ensure that proper information flows through leadership, including establishing goals, objectives and long range plans.
- Provide on-going support and expertise to all leadership, assisting them in establishing and meeting or exceeding all set goals, objectives, policies, and procedures.
- Identify opportunities (e.g., synergies involving new technologies, significant redesign of organization or processes, and changes to business strategy) to significantly enhance performance.
- Stay abreast of and develop expertise in advances in technological changes in all areas of education and leverage them to increase the department's effectiveness.
- Perform other duties as required and/or needed as it relates to planning, development, communicating, and executing the strategy.

• New School Leaders. Describe the LEA's plan for its iZone leadership pipeline including the criteria for selection, recruitment and retention of new school leaders.

The KCS works in partnership with the University of Tennessee to offer a Leadership Academy for aspiring principals. This pathway, which leads to administrative licensure, combines graduate-level coursework (taught jointly by university faculty and practicing education professionals) with a full-time four day per week leadership residency in a public school to work with an outstanding mentor principal. Candidates selected for the program work full-time as principals-in-training. The Leadership Academy offers a 33-hour program of coursework taught in a continuous

15-month program cycle. New cohorts enter the program in June of every year. Students participate in their administrative internship experience Monday through Thursday and attend class on Fridays.

There is commitment to strategic and proactive recruitment of high-potential candidates who demonstrate the leadership skills, beliefs, and characteristics needed to become effective principals. Recruitment is a shared effort between the Leadership Academy and participating school districts. Targeted identification of candidates with demonstrated leadership capability who aspire to become school principals within 1-5 years is a mutual goal. Talented teachers, instructional coaches, teacher leaders, counselors, assistant principals and others with educational experience and instructional knowledge are urged to apply. With 100% of Fellows hired in an administrative position immediately following completion of the program, the Fellows are our best recruitment strategy. They serve as talent scouts and understand they have a responsibility to encourage other talented aspiring leaders to apply, thus the Academy receives an average of 100 applications each year for the 10 coveted spots that are awarded through a rigorous and comprehensive selection process.

Criteria for Leadership Academy selection have been developed around the Interstate School Leaders Licensure Consortium (ISLLC), the Tennessee Instructional Leadership Standards (TILS), the Tennessee Educator Acceleration Model (TEAM) for administrators' evaluation, McREL's (Marzano, Waters, & McNulty, 2005) 21 responsibilities and 66 practices and the *Tennessee Learning Centered Leadership Policy,* which collectively embrace key elements of transformative leadership. The Leadership Academy and partnering districts work closely to ensure that selection is carried out with a degree of exactness that can be reproduced. Shortly after the application window closes, representatives from the district meet with the Leadership Academy staff to carefully evaluate each application packet. The application packet includes:

- Application portfolio as outlined in the State Board of Education's Learning Centered Leadership policy,
- Three professional rating forms, including one from their principal, that provide evidence of strong leadership ability,
- Most recent summative evaluation of their performance,
- An essay response to a challenging educational issue that allows reviewers to assess communication skills and problem solving capacities,
- Current resume that provides evidence of strong leadership experience and a commitment to ongoing professional learning.

Candidates must also complete the *Gallup Principal Insight Profile,* which provides information related to the applicant's achievement drive, planning skills, and relationship building capabilities. After carefully considering all information provided in the application portfolio and analyzing the Gallup information, top candidates are invited for a "behavioral interview" jointly conducted by the district and Leadership Academy staff. For each carefully scripted question asked in the interview, the interview team is provided with a rating scale and a detailed "listen for" guideline. The questions change each year and are written around McREL's (Marzano, Waters, & McNulty, 2005) 21 Leadership Responsibilities by the Principal-in-Residence who has certification as a human resources professional. Based on the candidate's responses, each interviewer assigns a score to every question, and a total interview score is then computed. At this point, finalists are identified and further evaluated with

simulations, role-play and in-basket activities to gather a more holistic picture of whether they possess the dispositions needed to be transformative leaders. Lastly, the interview team comes together to make the final selection, which is based on the extensive data gathered throughout the selection process.

Of the 100 plus applicants who generally begin the process, approximately 10% are chosen. Additionally, there is at least one Leadership Academy fellow who is placed with an administrator in a Transformational School each year. For the 2014-2015 school year, two Leadership fellows were placed in the division. Currently, five assistant principals working in the Transformational Schools participated in this program.

• Existing School Leaders. Describe the LEA's plan for its criteria for selection, recruitment and retention of existing school leaders district to be placed in an iZone school.

The KCS takes very seriously the placement of administrators in each of the schools within the district. Beginning in February, the executive team meets biweekly to discuss potential openings in schools. While the district strives for committed and innovative leaders in each of the schools, the team makes Transformational School placements with even more careful consideration.

The team looks to recruit administrators within the district who have successfully implemented instructional reform and have a history of building a successful and positive school culture. Recruitment and retention strategies for administrators willing to serve within the Transformational Schools Division include:

- Extended contract opportunities
- Option to exit teachers not performing to expectations
- Salary bonuses
- Autonomy to choose assistant principals
- Ability to bring teachers from their previous schools to the Transformational School

• Effective Teachers. Describe the LEA's plan and timeline for teacher placement in iZone schools. Please include the criteria for selection, recruitment, hiring, and retention of effective iZone teachers.

Timeline and criteria for selection

The KCS is committed to finding the most qualified teachers for our lowest performing schools. Teachers hired into the iZone should not have less than a Level 3 teacher effect score. Ideally, administrators will recruit teachers with a Level 4 or 5 effect score. Additionally, specific interview protocols will be in place to ensure administrators have the opportunity to screen for “best fit”. We believe the iZone must be a place where

teachers want to teach high need populations. Therefore, teachers must qualify with both teacher effect scores and by demonstrating the desire to teach in the Transformational Schools.

Interview protocols will screen specifically for:

- Urban commitment – demonstrating a belief that all students can learn and be successful regardless of background and socio-economic status
- Quality of instruction – ambitious goals for student achievement, research-based instructional practices, and commitment to quality lesson planning
- Professional qualities – expresses a desire to act as a resource for peers and become an active participant in the school's learning community beyond own classroom; describes self as flexible and willing to adapt
- Collaborative characteristics – commits to being an active participant in professional learning communities and can discuss experiences collaborating with other educators
- Review of TEAM evaluation scores

Criteria for recruitment and hiring

A staffing window for the high priority schools will allow administrators to post open positions and select candidates earlier than other schools. A Career Fair designed specifically for high priority schools will allow administration the opportunity to get to know prospective candidates and share specific staffing needs. The administrators will conduct the interviews and make recommendations for hire to the KCS Human Resource department. The administrator of each iZone school will have the authority to select his or her own teaching staff with the support of iZone personnel if needed.

Retention of effective teachers

We recognize teaching in Transformational Schools brings a unique set of challenges. We also feel strongly it brings great reward and want to recognize the achievements of successful teachers. iZone schools are committed to offering to our most effective teachers:

- Earned autonomy within the district pacing and curricular resources
- Leadership opportunities within the schools

- Stipends for leadership roles
- Opportunities to select grade level placements

-

Analysis of current staff

-

Though there is still work to do with recruiting effective teachers and removing ineffective teachers within the iZone schools, the schools have made significant progress over the last two years. Based on the numbers moving into the 2015-2016 school year the iZone commits to decreasing an additional 15 teachers with effect scores of Level 1 or 2. Thus, ending the year with only 10 teachers scoring a Level 1 or 2.

School Name	End of 2013-2014 Level 1 or 2	Start of 2014-2015 Level 1 or 2	Start of 2015-2016 Level 1 or 2
iZone: Transformational Schools Division	93	53	25
Green Magnet Academy	20	8	2
Lonsdale Elementary School	23	15	5
Sarah Moore Greene Magnet Academy	41	26	18
Vine Middle Magnet School	9	4	0

The strategy for decreasing ineffective teachers in our transformational schools is as follows:

- Each administrator may request administrative transfers for staff not performing to expectations or not demonstrating "best fit" for work in a transformational school.
- Each administrator will continue to have tough conversations with teachers who are not performing to expectations.
- Each administrator will recommend teachers for termination based on evaluation criteria.

Please include the process for analysis of current staff, a timeline for teacher placement in iZone schools the first full year of implementation. Please address the percent of teachers with effect scores of 1 and 2 that will be replaced the first full year of SIG implementation.

Analysis of current staff

-

Though there is still work to do with recruiting effective teachers and removing ineffective teachers within the iZone schools, the schools have made significant progress over the last two years. Based on the numbers moving into the 2015-2016 school year the iZone commits to decreasing an additional 15 teachers with effect scores of Level 1 or 2. Thus, ending the year with only 10 teachers scoring a Level 1 or 2.

Note: If you are requesting an exception to or waiver of local board policy for staffing, assignments, compensation, grievance procedures, staffing ratios, budget cuts, or performance incentives; complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

4. Scheduling/Calendar

Discuss the process the iZone will use to amend iZone schools' calendar and/or schedule to allow for additional instructional time.

Beginning with the 2015-2016 school year, all schools within the Transformational Schools Division will have an extended day. All school staff will be on a 221-day contract. Students will be instructed for an additional 30 minutes each day. Schools will also have an additional 8 days designated for professional development. Each administrator will have the autonomy to use the professional development days to meet the needs of their school and staff.

In contrast, most other Knox County schools' staff are on a 200-day contract. Extending the contracts of the Transformational Schools by 21 days over the typical school schedule will provide for additional instructional time as well as additional professional development, which is needed for successful school transformation.

For the 2015-2016 school year, all priority schools will have an extended day as described above. The district will discuss the work in the schools and determine in January 2016 if the extended day will be continued in the non-SIG schools for the 2016-2017 school year. If the decision is made to NOT continue the extended day in the non-SIG schools, an amendment will be sent to the state to outline any schedule changes to allow for additional instructional time or how the schools will maximize the given instructional time.

Note: If you are requesting an exception to or waiver of local board policy for class size, enrollment, calendar or other time policies, complete the "Waivers/Exemptions" document in the Related Documents section of ePlan.

Evaluation/Monitoring

1. How will the iZone monitor and evaluate progress toward annual goals for student achievement, implementation of interventions, and SIG leading indicators (if applicable). Include the positions responsible and the frequency of monitoring.

Monitor and Evaluate Student Achievement:

Prior to the start of the school year, all Transformational Schools in the iZone will review the most current TCAP and STAR data. Schools will set annual grade level goals based on the iZone Transformational Division Math and ELA goals set by the iZone district office. Schools will have the autonomy to create the pathways for progress toward the annual goals. Monitored data will include: daily informal assessments, monthly common assessments, quarterly STAR Assessments, and TN Ready. School and iZone personnel will report data findings to principals. The iLeaders will fill out a monthly progress report to show and reflect on growth toward the three goals set forth by the iZone, which will be reported to the Executive Director of Innovation and School Improvement.

Implementation of Interventions:

RTI^2 Interventions will be established using STAR Renaissance universal screener data. Elementary schools use the following intervention programs to meet the needs of students showing skill deficits:

	Tier 2	Tier 3
Reading Interventions	Voyager	SPIRE
Math Interventions	FasttMath	Moving with Math

Middle Schools use the following intervention programs to meet the needs of students showing skill deficits:

	Tier 2	Tier 3
Reading Interventions	Rewards	Language! Live
Math Interventions	Odyssey Math	Odyssey Math
	Tier 2	**Tier 3**
Reading Interventions	Voyager	SPIRE
Math Interventions	FasttMath	Moving with Math

All schools progress monitor using STAR Renaissance (Tier 2) and aimsweb (Tier 3) as a means of obtaining a growth measure as a response to the intervention. The RTI^2 Coach for Knox County Schools, along with the iZone personnel, administrators, and school instructional coaches will be responsible for intervention fidelity monitoring. Along with classroom teachers, these personnel will make decisions about seamlessly moving students into the most appropriate intervention based on demonstration of growth or lack of growth.

SIG Leading Indicators

SIG Leading Indicator	Evaluation Tools	Monitoring Activities/Frequency	Responsible Persons
Number of minutes within the school year	· Master schedules showing Transformational Schools with 30 – 45 minutes of additional instructional time · Professional development time for teachers built into the calendar	· Schedules and calendars will be turned into The Executive Director of Innovation and School Improvement	· Teachers - adhere to schedule · iLeaders – ownership of master schedule · Executive Director – approval and review accuracy
Student attendance rate	· ASPEN program	· Daily, weekly, monthly, quarterly, and yearly program reports	· iLeaders · School secretaries · Classroom teachers · Social workers
Discipline Incidents	· SWIS program · ASPEN	· Daily, weekly, and monthly reports with a break down of offenses specifically focusing on out of school suspension counts	· PBIS teachers · PBIS liaison · iLeaders · Classroom teachers
Truants	· ASPEN program	· Daily, weekly, monthly, quarterly, and yearly program reports	· iLeaders · School secretaries · Classroom teachers · Social workers
Distribution of teachers by performance level on a district's teacher evaluation system	· RANDA Tower program · TAP-CODE program	· 2 – 4 evaluations per classroom teacher per year	· Executive Director · iLeaders · Mentor teachers · Master teachers · Lead teachers
Teacher attendance rate	· AESOP Absence Management System	· Daily, weekly, monthly, and yearly reports	· iLeaders · Executive Director · Classroom teachers · School secretaries

2. Describe the method, frequency, and use of student achievement data – both formative and summative assessments to evaluate progress.

Progress toward iZone goals will be evaluated using student achievement data through a number of ways, both formal and informal.

Formative Assessments
Teachers will administer informal, formative assessments mid-week (every week) in order to make a data-driven plan of action for the remainder of the week. After re-teaching, teachers will assess again to check for mastery.

Summative Assessments
Grade level common assessments created by instructional coaches and/or iZone instructional personnel will be given weekly for reading and at least every three weeks for mathematics. Data will determine the pacing for future units. If students are lacking skills, classroom teachers will adjust planning guides for re-teaching. If mastery is obtained, teachers will continue to the next unit of study. Grade level common assessments will be reviewed weekly for reading and at least every three weeks for math during PLC meetings.

STAR Renaissance universal screeners will be given three - four times per year in both reading and math. Results will be used to identify appropriate intervention placement. Students falling below the 10th percentile will be placed in a Tier 3 group where they will receive intervention through SPIRE, Language! Live, Moving with Math or Odyssey and progress monitored with AIMS Web. Students in the 11-25th percentile will be placed in a Tier 2 group where they will receive intervention through Voyager, Rewards, FasttMath, or Odyssey and progress monitored every two weeks for growth using STAR Renaissance. Students above the 25th percentile will be placed in a Tier 1 group where they will receive continued grade level instruction aimed at raising proficiency levels. Universal screener and progress monitoring data will be reviewed monthly in RTI^2 meetings facilitated by a KCS RTI^2 coach.

TN Ready will be given at the end of every school year. Data will be used to determine the student's current ability level and appropriate placement in a grade level classroom for the new school year. TCAP/TN Ready data will be reviewed prior to the start of every school year and referenced through out the year, as new data is collected, to closely monitor progress towards annual goals.

3. Describe the process to be used in making evaluative comparisons, interpreting data, and determining the academic progress of the all student group and for identified sub-groups.

STAR Renaissance data will be the primary source for assessing progress for the entire iZone, schools, and subgroups throughout the year. Individual students, individual classes, subgroups, grade level, and entire school data, of all forms, will be compared to the goals set forth in reading and mathematics by the iZone. During the 2015 summer planning meetings the iZone Support Team (including iLeaders) will determine the best reporting format to evaluate and compare growth across the iZone. STAR Renaissance has a plethora of reporting features, including Student Growth Percentiles, which can demonstrate the rate of growth amongst individuals, subgroups and schools. Student progress should exceed the county set percentiles targets in order to achieve the ambitious goals of the iZone.

iLeaders will report data findings in a monthly progress report and the iZone Support Team will work through interpretations and comparisons during regular meetings throughout the year. When analyzing STAR data, staff will look for consistent growth trends to show progress toward annual goals, identifying groups that are not progressing at the expected rate and celebrating exemplar academic progress.

4. What procedures will the iZone use to examine interim assessments and other data to modify and/or adjust current practices if progress is not being made?

In response to STAR Renaissance universal screener data, students will be placed in a Tier based on ability level. Tier 1 students will receive grade level enrichment instruction. Tier 2 and 3 students will receive intervention in their area of deficit. Tiers are fluid and based on the most current needs of individual students according to screener and progress monitoring data. If students are unable to show growth after intense intervention with 20 data points met with fidelity based on direct observations and an 80% attendance rate, a formal evaluation process will begin.

In addition, teachers will evaluate weekly progress of all students through common assessments to determine skill mastery and identify any areas or students in need of intervention or re-teaching. Progress reports will be given to instructional coaches and iLeaders. iLeaders will review teacher progress reports and share insights with the iZone Support Team to determine school level changes needed.

Scalability and Sustainability

1. Explain the iZone's scaling strategy for school service (feeder pattern, school level, etc).

Schools are selected for the Transformational Schools Division of the iZone based on priority school status. Currently KCS has one Cohort 3 school, Sarah Moore Greene Magnet Academy, and three Cohort 4 schools, Green Magnet Academy, Lonsdale Elementary and Vine Middle Magnet. Upon entry into the iZone, schools will receive intense support. As schools progress toward their ultimate goal of being removed from priority status, tiered support from the iZone will be provided. Any KCS schools that are identified in later years as priority schools by the TDOE will be added to the Transformational Schools Division of the iZone.

2. How will the iZone be sustained beyond the initial funding periods? Include supports to be sustained and possible funding streams.

The Knox County Schools is committed to the Office of Innovation and School Improvement, as well as the associated divisions within the department. The Executive Director of Innovation and School Improvement is funded through KCS general purpose funds. In addition, funding will be sought through one or more of the following to sustain the Transformational Schools Division upon the conclusion of the iZone Grant:

- General Purpose Funds
- Title 1 Funds
- Outside partnerships
- Additional Grants

Communication

1. Describe the process for reporting student achievement and progress to stakeholder groups (internal and external).

The following methods will be used to communicate results:
iLeaders will communicate results in bi-weekly meetings with the Executive Director of Innovation using reports based on the iZone goals.
The Office of Innovation will report out progress for all schools through monthly updates to the KCS executive leadership team.
The Office of Innovation will send out quarterly updates on the website.
Any information requested by the KCS Board of Education will be given by the KCS Superintendent at monthly board meetings and in the weekly updates.
Schools will have formal priority school meetings with multiple members of central office three times a year.

Application Assurances

1. Implement the action steps supporting the goals of the *i*Zone; and identify the methods by which the schools will determine progress toward achieving these goals.
2. Participate in all data reporting and evaluation activities as requested by the U.S. Department of Education and the TDOE. This includes participating in any federal or State funded evaluations or studies, SIG Leading Indicators (Appendix F), if applicable, annual performance reports, final grant report documentation, and financial statements.
3. Inform students, parents, and the community about the *i*Zone.
4. Comply with all state and federal provisions of the U.S. Department of Education governing the funds awarded for the *i*Zone.
5. Comply with all provisions of the Elementary and Secondary Education Act and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C §§ 1232g; 34 CFR Part 99).
6. Comply with all applicable federal, state, and local health and safety requirements, and laws and policies prohibiting discrimination on the basis of race, creed, color, sex, national origin, religion, ancestry, gender identity, sexual orientation, age, and disability. The applicant will conduct its activities so that no person is excluded from participation in, is denied the benefits of, or is subject to discrimination, as prohibited by the aforementioned bases. Any school receiving School Improvement Grant funds shall be subject to any desegregation plan or order in effect for the school district.
7. Be subject to the same financial audits, audit procedures, and audit requirements as the school district. The audit shall be consistent with the requirements of state laws regarding state audits. The department of education or the comptroller of the treasury is authorized to conduct compliance audits of any *i*Zone program.
8. Be subject to and comply with all federal and state laws, rules and regulations relating to the student achievement and teacher quality program.
9. Request reimbursement for project expenditures at least quarterly and retain documentation for said reimbursements.
10. Provide a copy of any Memorandum of Understanding or agreement with an external partner to the TDOE, if applicable.

WE, THE UNDERSIGNED, do hereby submit an *i*Zone application and agree to the conditions and assurances contained therein.

Print Name of LEA - Director of Schools (or designee): Buzz Thomas	**Date** 9/29/16
Signature of LEA Director of Schools (or designee): Buzz Thomas	**Date** 9/29/16
Print Name of Board of Education Chair: Lynne L. Fugate	**Date** 9/29/16
Signature of Board of Education Chair: Lynne L. Fugate	**Date** 9/29/16

RLA-6814 **R-16-11-206**

Work Session

Meeting Date:	11/14/2016
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 $15,000.00 for Central High School's Tutoring Center for the 2016-2017 school year. *(Schools)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH GREAT SCHOOLS PARTNERSHIP FOR A GRANT IN THE AMOUNT UP TO $15,000.00 FOR CENTRAL HIGH SCHOOL'S TUTORING CENTER FOR THE 2016-2017 SCHOOL YEAR.

RESOLUTION: **R-16-11-206**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education and the Great Schools Partnership desire to enter into a Memorandum of Understanding for a grant in the amount up to $15,000.00 for Central High School's Tutoring Center for the 2016-17 school year; and

WHEREAS, the Knox County Board of Education and the Great Schools Partnership agree to the terms and conditions set forth on the attached Memorandum of Understanding; and

WHEREAS, the Knox County Board of Education approved the Memorandum of Understanding for said purpose at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with the Great Schools Partnership for a grant for Central High School's Tutoring Center for the 2016-17 school year is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with the Great Schools Partnership for a grant for Central High School's Tutoring Center for the 2016-17 school year shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____
Presiding Officer of the Commission Date

_____
County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

The Great Schools Partnership

MEMORANDUM OF UNDERSTANDING

DATE: September 15, 2016

TO: Mike Reynolds, Central High School Principal

FROM: Stephanie Welch, Interim President SW

RE: 2016 - 2017 Central High School Tutoring Center Grant

Great Schools Partnership has approved your 2016 -2017 Central High School Tutoring Center grant in the amount of $15,000. 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 progress report. Upon receipt of fall report – a check for 25% of the approved budget will be issued for spring semester.

June 2017 – Final report. Upon receipt of year-end data, final payment of the remaining balance will be processed.

All reports should reflect progress or outcomes related to the following:

1. Serve a minimum of 150 students in afterschool tutoring and 60 students in Saturday tutoring sessions
2. Increase the course pass rate from 85% to 90% for subjects tutored
3. The report will include any data, best practices and lessons learned that result in program improvement, replication or scaling up.

A school representative familiar with your tutoring program must participate in up to two collaborative meetings per year with other tutor centers, to be scheduled by Great Schools Partnership.

Your Signature below confirms your acceptance of the terms and conditions for the 2016 – 2017 Central High School Tutoring Center grant

See attached signature page

Mike Reynolds, Principal

Date

Andrew Johnson Building, 912 S. Gay Street, L210, Knoxville, TN 37902 | 865.215.4501 | www.greatschoolspartnership.com

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._____
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

_____ _____

DEPUTY LAW DIRECTOR – Signature **DEPUTY LAW DIRECTOR – Printed Name**

Date: 10/25/16

THE GREAT SCHOOLS PARTNERSHIP

_____

AUTHORIZED SIGNATURE

Date:_____

RLA-6815 **R-16-11-207**

Work Session

Meeting Date:	11/14/2016
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 $5,700.00 for Holston Middle School's Tutoring Center for the 2016-2017 school year. *(Schools)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH GREAT SCHOOLS PARTNERSHIP FOR A GRANT IN THE AMOUNT UP TO $5,700.00 FOR HOLSTON MIDDLE SCHOOL'S TUTORING CENTER FOR THE 2016-2017 SCHOOL YEAR.

RESOLUTION: **R-16-11-207**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education and the Great Schools Partnership desire to enter into a Memorandum of Understanding for a grant in the amount up to $5,700.00 for Holston Middle School's Tutoring Center for the 2016-17 school year; and

WHEREAS, the Knox County Board of Education and the Great Schools Partnership agree to the terms and conditions set forth on the attached Memorandum of Understanding; and

WHEREAS, the Knox County Board of Education approved the Memorandum of Understanding for said purpose at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Memorandum of Understanding with the Great Schools Partnership for a grant for Holston Middle School's Tutoring Center for the 2016-17 school year is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with the Great Schools Partnership for a grant for Holston Middle School's Tutoring Center for the 2016-17 school year shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____
Presiding Officer of the Commission Date

_____
County Clerk Date

Approved:_____
County Mayor Date

Vetoed:_____
County Mayor Date

The Great Schools Partnership

MEMORANDUM OF UNDERSTANDING

DATE: September 15, 2016

TO: Kathryn Lutton, Holston Middle School Principal

FROM: Stephanie Welch, Interim President SW

RE: 2016 – 2017 Holston Middle School Tutoring Center Grant

Great Schools Partnership has approved the 2016 -2017 Holston Middle School Tutoring Center budget of $5,700. Below is the timeline and reporting expectations to receive full payment:

November 2016 – Check will be issued directly to school for 50% of approved annual budget.

January 2017 – Fall progress report. Upon receipt of fall report – a check for 25% of the approved budget will be issued for spring semester.

June 2017 – Final report. Upon receipt of year-end data, final payment of the remaining balance will be processed.

All reports should reflect progress or outcomes related to the following:

1. At least 20 students will be served during each tutoring session.
2. Course passage rate will increase from 80% to 90% for all subjects tutored.
3. Grades will improve at least one grade level in 90% of all subjects tutored.
4. The report will include data, best practices and lessons learned that result in program improvement, replication or scaling up.

A school representative familiar with your tutoring program must participate in up to two collaborative meetings per year with other tutor centers, to be scheduled by Great Schools Partnership.

Your Signature below confirms your acceptance of the terms and conditions for the 2016 – 2017 Holston Middle School Tutoring Center Grant.

See signature page

Kathryn Lutton, Principal

Date

Andrew Johnson Building, 912 S. Gay Street, L210, Knoxville, TN 37902 | 865.215.4501 | www.greatschoolspartnership.com

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._____
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

Date: 10/25/16

KNOX COUNTY, TENNESSEE

Gary Dupler
_____
DEPUTY LAW DIRECTOR – Printed Name

THE GREAT SCHOOLS PARTNERSHIP

_____
AUTHORIZED SIGNATURE

Date:_____

RLA-6816 **R-16-11-208**

Work Session

Meeting Date:	11/14/2016
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 Grant Agreement with Elgin Children's Foundation for a Dental Coordinator for the Elementary School Dental Program in the amount of $24,540.00 for the period beginning July 1, 2016 and ending June 30, 2017.
(Schools)

Attachments

Resolution

Grant Agreement

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT WITH ELGIN CHILDREN'S FOUNDATION FOR A DENTAL COORDINATOR FOR THE ELEMENTARY SCHOOL DENTAL PROGRAM IN THE AMOUNT OF $24,540.00 FOR THE PERIOD BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

RESOLUTION: **R-16-11-208**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools has received a grant agreement from the Elgin Children's Foundation to provide funding for a Dental Coordinator for its elementary school dental program; and

WHEREAS, total funding to be received by Knox County Schools under this grant agreement is $24,540.00 for the period beginning July 1, 2016 and ending June 30, 2017, which funding will be used for the employment of a Dental Coordinator up to 18 hours per week at a rate of $30.00 per hour; and

WHEREAS, the ultimate objective of this grant is to improve the health, well-being and educational achievements of the underserved children in Knox County; and

WHEREAS, the Knox County Board of Education approved the application and grant agreement with Elgin Children's Foundation at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The grant agreement with Elgin Children's Foundation for a Dental Coordinator for the Knox County Schools' elementary school dental program is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant agreement with Elgin Children's Foundation for a Dental Coordinator for the Knox County Schools' elementary school dental program shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

20160727 Version

Elgin Children's Foundation

Tim Rogers
Vice President
Office 865.862.6560

4624 Chambliss Avenue
Knoxville, Tennessee 37919
Fax 865.851.9205

October 21, 2016

KNOX COUNTY SCHOOLS
ATTN: HEATHER WILLIS
ANDREW JOHNSON BUILDING
PO BOX 2188
KNOXVILLE, TN 37901

Re: Terms and Conditions Applicable to 2015-16 Grant Agreement

Elgin Children's Foundation (the "Foundation") is pleased to confirm that it has approved your grant request as more particularly described on **EXHIBIT A**, subject to the terms and conditions set forth herein.

We are fiduciaries of the advisory privileges entrusted to us and believe it is appropriate that we confirm in writing with you our joint understanding regarding the use of the funds recommended to be granted, as follows:

1. **Disbursements**. The Foundation has approved a grant in an amount not to exceed **$24,540.00** to the Grantee to be used beginning **July 1, 2016** and ending **June 30, 2017**, solely for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code") and subject to the terms, conditions, and limitations set forth below. Grantee will operate the proram and incur all expenditures necessary to fulfill the plan outlined in the grant agreement. On a **QUARTERLY** basis, the Grantee will provide documentation of incurred expenses to the Foundation. The Foundation will reimburse program related expenditures in an amount not to exceed **$24,540.00**.

2. **Permitted and Prohibited Uses**. Grantee will use the grant funds solely for the purposes set forth in your grant request, which is attached hereto as **EXHIBIT B**, with the ultimate objective of improving the health, wellbeing and educational achievements of the underserved children of **KNOX COUNTY**, **TENNESSEE**. The Grantee acknowledges and agrees that none of the grant funds will be used (a) to carry on propaganda, or otherwise attempt to influence legislation, (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, or (c) to undertake any activities for any purpose that would not be deemed to be a charitable or educational purpose described in Section 170(c)(2)(B) of the Code.

3. **Status of Grantee as a Tax-Exempt Organization**. The Grantee certifies that it is an organization described in Section 501(c)(3) of the Code and classified as a public charity described in Section 509(1) of the Code. The Grantee will notify the **Foundation and NCF immediately** in the event of any change in status or any determination by the Internal Revenue Service, with respect to its status as an organization described in Internal Revenue Code Section 501(c)(3) or its classification as a public charity described in Section 509(a) of the Code. The Grantee further agrees to submit in a timely manner all required tax filings, including Form 990 and all filings required by state and local authorities.

4. **Conditions for Future Grants.** Grantee acknowledges that the Foundation is not committed to make any grants or grant recommendations, or contributions in the future and that there are no oral or implied obligations or commitments to do so.

5. **Miscellaneous**. This Agreement constitutes the full understanding of the parties and will be governed by the laws of the State of Tennessee. This Agreement may only be amended by a written instrument, signed by an authorized director of the Foundation and an authorized officer of the Grantee.

6. **Grantee Reporting Requirements.** Grantee agrees to provide timely and accurate reports on the use of grant funds and the achievement of measurable objectives. **KNOX COUNTY SCHOOLS** will provide reports, as outlined in **EXHIBIT C**, on the progress of all Elgin supported program.

7. **Unused Funds.** The Grantee agrees that the funds will be used only as Designated in the Budget, and the Grantee is legally obligated to return immediately to The Foundation an amount equal to any funds not used in accordance with the terms of this agreement within 14 months from the date hereof. Grantee agrees to reimburse, indemnify, and hold The Foundation harmless as to any funds not properly expended.

To the extent allowable by law GRD

Please confirm your agreement to adhere to the terms and conditions set forth in this letter agreement and the exhibits attached by signing in the space provided below. Again, thank you for your efforts on behalf of the children.

Very truly yours,
Elgin Children's Foundation, Inc.

By: _____
Tim Rogers, Vice President

Agreed:

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

LAW DIRECTOR – Signature
Deputy

Gary Dugler

LAW DIRECTOR – Printed Name
Deputy

10/26/16

Date

EXHIBIT A

GRANT TERMS AND CONDITIONS

Date Authorized:	**October 21, 2016**
Grantee Organization:	**KNOX COUNTY SCHOOLS**
Contact person:	**HEATHER WILLIS, STUDENT SUPPORT SERVICES SUPERVISOR**
Grant Purpose:	(see attached **Exhibit B**)
Amount Requested:	**$24,540.00**
Amount Granted:	**$24,540.00**

EXHIBIT B

KNOX COUNTY SCHOOLS
ANDREW JOHNSON BUILDING

December 9, 2014

Mr. Rogers,

I would like to request funding for a dental coordinator to oversee the dental program for Knox County Schools. Please see the attached proposal outlining the details of this proposal which includes work schedule, salary and responsibilities.

If you have any questions, please feel free to contact me at 865-594-1540.

Sincerely yours,

Melissa Massie
Executive Director of Student Support Services
Knox County Schools

EXHIBIT B

Oral Health Proposal

Knox County Schools Oral Health Program Proposal November 19, 2014

EXHIBIT B

Oral Health Proposal

In the United States, "dental disease is a prevalent chronic illness in children however; it is preventable" (Washington Dental Service Foundation, 2010). Dental care is the most common unmet health treatment need in children. Knox County Schools is grateful and excited to partner with the Elgin Children's Foundation in the implementation of an elementary school dental program. This program will encompass select community schools that have demonstrated a need for dental intervention.

Prevention and treatment of tooth decay in elementary school-aged children has been shown to impact attendance and performance. Research indicates that tooth decay may contribute to missed school days, sleep deprivation, tooth loss, low self-esteem, attention problems, delayed social development, expensive dental treatment and pain (National Conference of State Legislatures, 2013). With the implementation of this program, Knox County Schools hopes to educate parents and families about the importance of oral care and to lessen the effects of poor oral hygiene. Knox County Schools anticipates a decrease in the number of untreated dental concerns in the selected elementary schools.

Currently the Knox County Health Department provides a sealant program in Title 1schools every other year. This includes a brief oral screening. Students found to have a need for dental care receive a letter and a follow-up phone call from the Knox County School Nurse. During the 2013-2014 school year, eight elementary schools were screened, 197 of the screened students needed further dental treatment. Knox County Schools has seen this number increase yearly. With the development of the Elgin Children's Foundation Dental Program, Knox County Schools foresees an improvement in these statistics.

Partnering with the Elgin Children's Foundation Dental Program, Knox County Schools anticipates the addition of a dental coordinator. The duties of this coordinator would include but not be limited to case management, communication and coordination of dental services, coordinating transportation for families and students as needed, promotion of dental education, establish relationships with dental practitioners in the community and work closely with the Knox County Health Department Program.

The dental coordinator position is projected to be a part-time position of up to 18 hours week at a rate of $30 an hour including social security and local retirement benefits.

Knox County Schools respectfully request the Elgin Children's Foundation consider monetary support for the dental coordinator position for the upcoming school year. A dental coordinator would be critical to the success of this dental program. The goal of Knox County Schools is to utilize this position to provide services to an ever-increasing student population providing excellence for all children. Knox County Schools hopes that the Elgin Children's Foundation will consider this request for monetary support for this program.

References

National Conference of State Legislatures, (2013, April). Children's Oral Health Policy Issues Overview. Retrieved from http: //www.ncsl.or Washington Dental Service Foundation, (2010). Oral Health Impacts School Readiness.

Retrieved from www.oralhealthwatch.org

EXHIBIT C

REPORTING SCHEDULE

Frequency: **MONTHLY**

Report Due Dates:

- By the 15th of each month.

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative): Item 10 D

District

Elgin Children's Foundation provides a grant in the amount of $24,540.00 for provision of a dental coordinator. This person schedules the screenings, office visits and transportation. The person also coordinates communication with staff and families.

Cost of the Item:

No cost to district.

Description and type of funding source:

RLA-6817 **R-16-11-209**

Work Session

Meeting Date:	11/14/2016
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 a donation in the amount up to $3,300.00 from the Gibbs High School Foundation for the purchase and installation of brick pavers around the existing school sign near the front entrance to Gibbs High School.
(Schools)

Attachments

Resolution

Donation and Project Information

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT UP TO $3,300.00 FROM THE GIBBS HIGH SCHOOL FOUNDATION FOR THE PURCHASE AND INSTALLATION OF BRICK PAVERS AROUND THE EXISTING SCHOOL SIGN NEAR THE FRONT ENTRANCE TO GIBBS HIGH SCHOOL.

RESOLUTION: **R-16-11-209**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Gibbs High School Foundation desires to donate the amount up to $3,300.00 for the purchase and installation of brick pavers around the existing school sign near the front entrance to Gibbs High School; and

WHEREAS, Knox County and the Knox County Board of Education are thankful for this generous donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of this donation; and

WHEREAS, the Knox County Board of Education approved the receipt of the donated funds from the Gibbs High School Foundation at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of a donation in the amount up to $3,300.00 from the Gibbs High School Foundation for the purchase and installation of brick pavers around the existing school sign near the front entrance to Gibbs High School.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other necessary documents which may be required to signify acceptance of the donation by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Facilities Department

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

FROM: Jason Webster

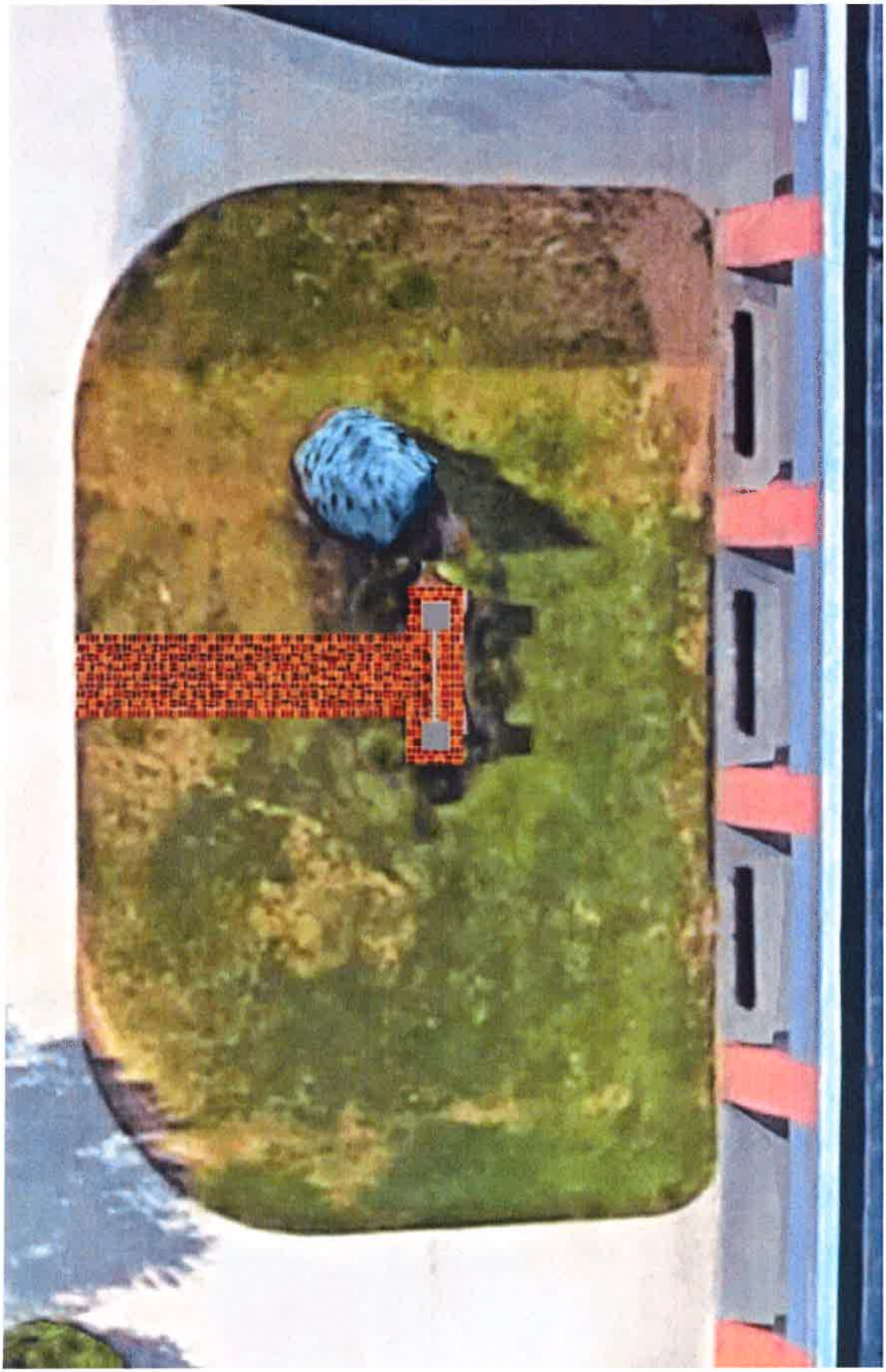
DATE: September 26, 2016

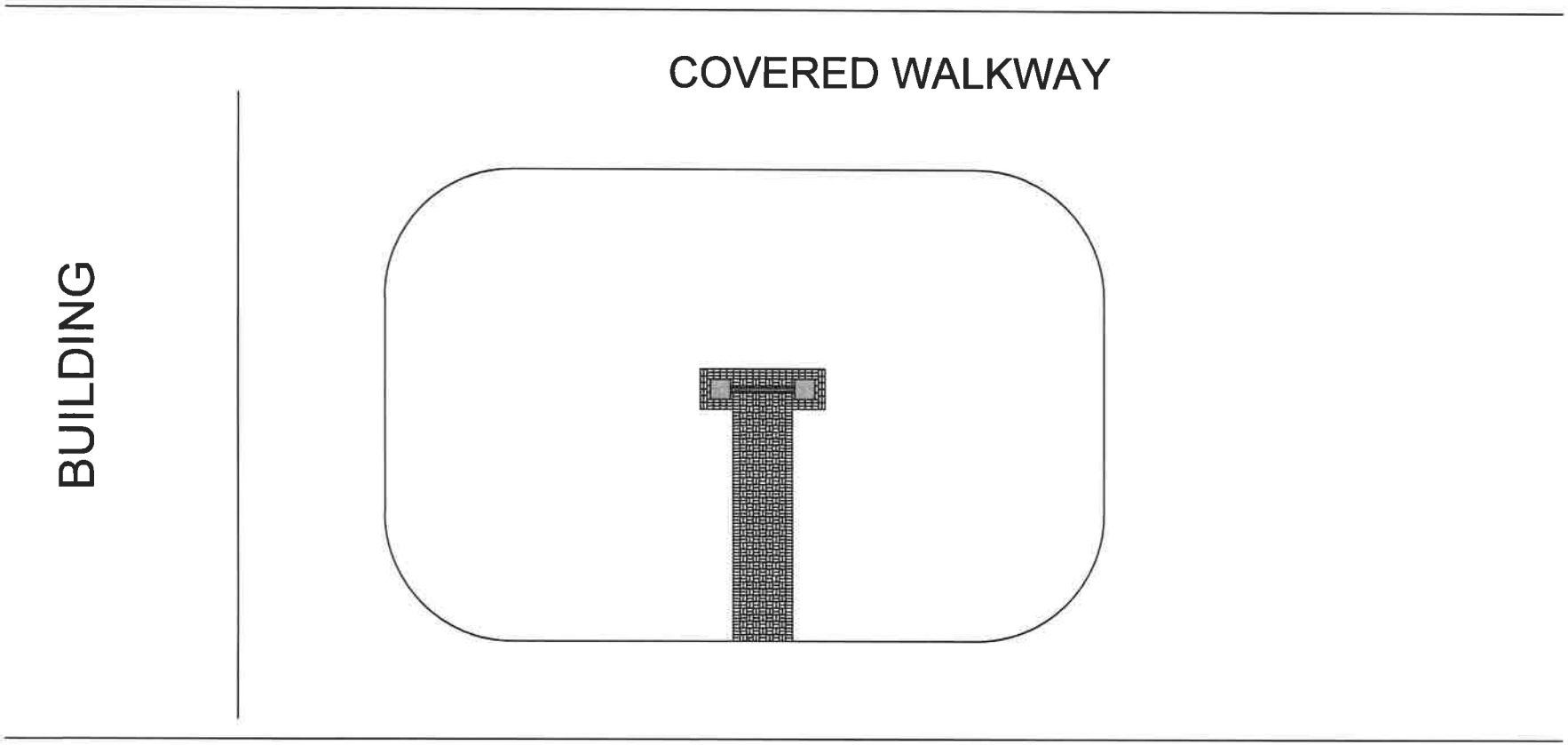
SUBJECT: **Request for Board of Education Approval of a School Funded Project**

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

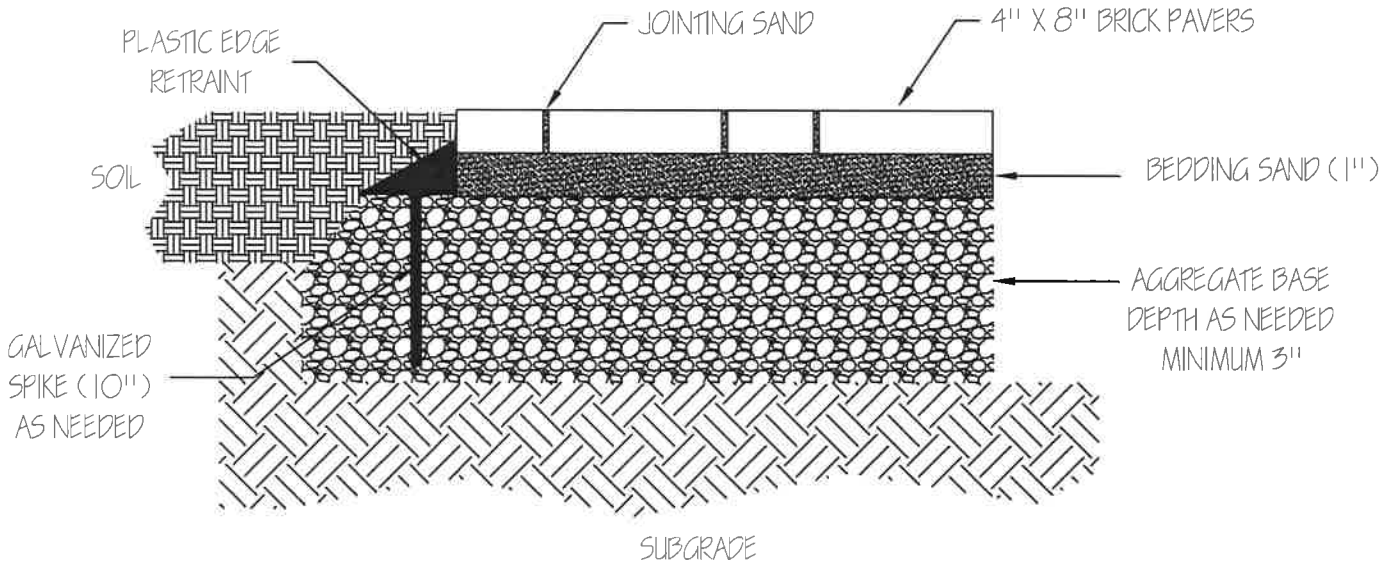
Site	Gibbs High School
Requested By:	Jason Webster
Approved By: (School Principal)	Jason Webster
Phone	689-9130
Nature of the Project	Gibbs High School Foundation Brick Fundraiser The Gibbs High School Foundation wants to sell paver bricks to raise money for various projects at Gibbs High School. The bricks will be installed on a gravel/sand base leading to and around the sign at the breezeway entrance of the school. An aerial drawing is attached. The installation will be completed by Foundation members and their community contacts.
Cost of the Project	Total Cost (including bricks, installation, & materials)=$3,300
Funded By ☐ 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.	Gibbs High School Foundation
Cost to Knox County Schools	$0

FA–100 (6/15)





DESIGNED BY: CAMRYN MAJORS



PROPOSED GIBBS FOUNDATION WALKWAY

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Approve a donation to Gibbs High School from the Gibbs High Foundation to purchase and install engraved brick pavers around the existing school sign near the front entrance.

Cost of the Item:

$3,300.00

Description and type of funding source:

Gibbs High Foundation Donation

RLA-6818 **R-16-11-210**

Work Session

Meeting Date:	11/14/2016
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 the request of Hardin Valley Academy for extension of the walkway at the front of Hardin Valley Academy at a project cost of $3,000.00 funded by the Hardin Valley Academy Foundation, Inc. and 2016 pooled BEP funds.
(Schools)

Attachments

Resolution

Donation and Project Information

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE REQUEST OF HARDIN VALLEY ACADEMY FOR EXTENSION OF THE WALKWAY AT THE FRONT OF HARDIN VALLEY ACADEMY AT A PROJECT COST OF $3,000.00 FUNDED BY THE HARDIN VALLEY ACADEMY FOUNDATION, INC. AND 2016 POOLED BEP FUNDS.

RESOLUTION: **R-16-11-210**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Hardin Valley Academy desires to extend a sidewalk located at the front of the school from where it currently ends to the parking lot (the "Project"); and

WHEREAS, the Project will be funded completely by the Hardin Valley Academy Foundation, Inc. and 2016 pooled BEP funds; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved the request of Hardin Valley Academy for extension of the walkway at the front of Hardin Valley Academy at a cost of $3,000.00 funded by the Hardin Valley Academy Foundation, Inc. and 2016 pooled BEP funds.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves the request of Hardin Valley Academy for extension of the walkway at the front of Hardin Valley Academy at a project cost of $3,000.00 funded by the Hardin Valley Academy Foundation, Inc. and 2016 pooled BEP funds.

BE IT FURTHER RESOLVED, the Knox County Commission hereby authorizes the acceptance of funds and donations with a total value of $3,000.00 for the Project at Hardin Valley Academy.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other necessary documents which may be required to signify acceptance of these donations by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Harbor Valley Academy Date 9/23/16

2) Item(s) to be Purchased (Note 1)
1) Sidewalk extension
2)
3)
4)
Attach additional page(s) as necessary

3) **Purchase Amount (Note 2)** $ 3000.00

4) Vendor East Tennessee Concrete Lifting

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 HVA Foundation	Account Number		Amount $ 1000.00
Source 2 BEP Bolded Funds	Account Number	761.000	Amount $ 2000.00
Source 3	Account Number		Amount $
Source 4	Account Number		Amount $
Total (Should Equal Item #3 Above)			$ 3000.00

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 H Reynolds
Date: 9/23/16

Funds are available: _____
Supervisor of Student Activity Funds

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.

BO–107 (5/15)

Approved by
Knox County Board of Education
11/2/2016

KNOX COUNTY SCHOOLS
Facilities Department

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

FROM: Sallee H. Reynolds

DATE: 9/23/16

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.

Site	Hardin Valley Academy
Requested By:	Sallee H. Reynolds on behalf of the HVA PTSA
Approved By: (School Principal)	Sallee H. Reynolds
Phone	865-690-9690
Nature of the Project	In the front of the school, we have a sidewalk that simply ends in the middle of the grass. The PTSA would like to extend the sidewalk to the parking lot so the students do not have to walk through the grass - especially after a rain or when there is dew on the ground.
Cost of the Project	$3000.00
Funded By ☑ 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.	$1000.00 from the Foundation (See minutes from April 26, 2016) $2000.00 from pooled BEP money from 2016
Cost to Knox County Schools	$2000.00

FA–100 (6/15)

Approved by
Knox County Board of Education
11/2/2016

East Tennessee Concrete Lifting
PO Box 992
Powell, TN 37849
865-332-3274

Name HVA PTSA
Street 11345 Hardin Valley Rd
City Knoxville State TN Zip 37932
Phone Number 690-9690, 254-1103
Date 7/29/16

Excavate to allow for 4" of stone + 4" of 3500 psi fiber mix concrete. Form + pour the two sections of new sidewalk. Broom Finish. Cut joint to match existing walkways.

5' x 45' 360.00
5' x 22' 110.00
470.00

☐ 40-75 ft. hose
☐ 75-100 ft. hose
☐ Vacuum

Amount $3,000.00

TERMS: Due Upon Completion

Respectfully submitted by [signature]

Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation & Public Liability Insurance on above work to be taken out by the contractor. Contractor is not responsible for damage to plumbing or electrical, cracks in floor or walls or any damage which has occurred or might occur as a result of the settling or mudjacking process. Price is subject to change, with customer(s) approval, if hollow under slab is greater than anticipated.

On concrete over 10 years old, the contractor will repump once, in a one year period, if necessary, any areas that have resettled more than a 1/4". A repump constitutes using the same holes. There may be a service fee applied for the truck to return for a repump not covered under the limited guarantee or any other reason. This guarantee does not include patches applied to or placed between slabs. This guarantee is void if the customer does not seal all cracks and joints on the slabs or maintain backfill along the slabs involved or if resettling occurs as a result of flooding or other acts of God.

ACCEPTANCE OF PROPOSAL

I understand that any failure to pay as and when required by this contract, all guarantees contained herein will be void and I will pay all cost of collection including reasonable attorney's fees and court cost, and 1-1/2% interest after 30 days. The above prices, specification and conditions are satisfactory and are hereby accepted. The contractor is authorized to do the work specified.

Signature _____ Date _____

Note: This proposal may be withdrawn by the contractor if not accepted within 30 days.

Hardin Valley Academy

Memo

To: Brenda Campbell, HVA Bookkeeper

From: SALLEE REYNOLDS

Date: May 27, 2016

Re: BEP Pooled Money

The HVA Leadership Team met through the month of May to determine the best manner in which to spend the pooled BEP Money. We determined that the best use of the money based on classroom and student needs is:

1. 12 student tables for D207. This room has been used as a business room and is being converted into a computer science lab. The students need to be able to spread out and work together rather than remain in isolated cubicles. The cost of the tables, including shipping and handling is **$4223.65.**
2. The sidewalk in front of the school needs to be extended to the parking lot. The PTSA, the Hardin Valley Academy Foundation, and the school would like to join forces to finish the sidewalk. The cost to the school is **$2000.00.**
3. As the teachers are moving away from using Scantrons and towards using GradeCam, we need more document cameras. We would like to purchase 8 Elmo Document Cameras at a cost of $327.46 each for a total cost of **$2619.68.**
4. The remainder of the money will be used to purchase LCD bulbs for our overhead projectors and ink cartridges for our printers. The total amount left to be spent on these items is **$2152.75.**

Total amount: 10,996.08.

Respectfully submitted,

Sallee H. Reynolds

Sallee H. Reynolds

Account History Report
HARDIN VALLEY ACADEMY
7/1/2016 through 9/23/2016

Account Number : 761.000 **Manager :** **Account Description :** BEP POOL

Beg. Year Balance	Receipts YTD	Disbursements YTD	Transfers YTD	Enc. Outstanding	Current Balance
$8,400.36	$0.00	$4,223.53	$0.00	$0.00	$4,176.83

Date	Type	Ref.	Vendor/Receiptee	Description	Received	Transfered	Encumbered	Liquidated	Expended
7/29/2016	Check	3213	School Outfitters	Tables for Computer Lab	$0.00	$0.00	$0.00	$0.00	$4,223.53
7/29/2016	Liquidation	4182	School Outfitters	PO Liquidation	$0.00	$0.00	$0.00	$4,223.65	$0.00
7/29/2016	Purchase Order	4182	School Outfitters	Tables for Computer Lab	$0.00	$0.00	$4,223.65	$0.00	$0.00
					$0.00	**$0.00**	**$4,223.65**	**$4,223.65**	**$4,223.53**

Hardin Valley Academy Foundation, Inc.

Meeting Minutes

April 26, 2016 (Meeting #36)

Members Present: Gary Rowcliffe, Sallee Reynolds, Maureen Cianciolo, Doug Shover, Michelle Weller, Sage Kohler, Susan Perry.

Call to order: Meeting was called to order at 6:05 pm by Gary Rowcliffe.

Secretary Report: The minutes from the April 5, 2016 meeting were approved as presented. The minutes will be saved to the Google drive and the hardinvalleyacademyfoundation.org website.

Treasurer Report: No financial report was presented as we already approved the financials through March 31, 2016 at our earlier meeting this month (April 5, 2016). Financials are re-printed here for continuity. Mr. Rathfoot has met with Mr. George Ashe and decided to use the $ from the Rathfoot Scholarship account to fund 3 students/athletes to attend volleyball summer camp this year.

Bank account balances thru March 31, 2016:

- Jan. 31, 2016 HVAF **Checking** Balance $20,400.40
- Feb. 29, 2016 HVAF **Checking** Balance $18,906.64
- Mar. 31, 2016 HVAF **Checking** Balance $16,777.64

- Jan. 31, 2016 HVAF **Savings/Scholarship** (Restricted) Account Balance $10,017.00
- Feb. 29, 2016 HVAF **Savings/Scholarship** (Restricted) Account Balance $10,017.39
- Mar. 31, 2016 HVAF **Savings/Scholarship** (Restricted) Account Balance $10,017.81

- Jan. 31, 2016 HVAF **Rathfoot Scholarship** (Restricted) Account Balance $904.22
- Feb. 29, 2016 HVAF **Rathfoot Scholarship** (Restricted) Account Balance $904.22
- Mar. 31, 2016 HVAF **Rathfoot Scholarship** (Restricted) Account Balance $904.22

Grant Committee: Gary will attend the TOF grant workshop on April 28, 2016.

Bequest and Awards Committee: The following requests/awards were discussed this month:

1. HVA staff member, Celia Moorman, requests funding to attend the Jump$tart Personal Financial Education Conference in Gatlinburg, TN June 8-10, 2016. Ms. Moorman won free attendance this year in a competition during last year's conference, so no registration fee is required.

➢ The Foundation board **voted to approve $200 for lodging for two nights, up to $80 for meals (based on $40/day for 2 days with itemized receipts), and $38 for mileage (108 miles at $0.35/mile) for a maximum of $318.**

2. HVA staff member, John Tilson, requests funding to attend the FIRST robotics world championship competition in St. Louis, MO April 27-30, 2016. Mr. Tilson has been invited to speak at the conference regarding the new STEM/Robotics exchange program with a German school.

➢ The Foundation board **voted to approve $380 for the cost of a substitute teacher (assume cost of $127/day for 3 days) and $600 for lodging ($200/night for 3 nights) for a total of $980.**

Hardin Valley Academy Foundation, Inc.

Meeting Minutes

April 26, 2016 (Meeting #36)

3. Carleen Lewis and Anna Graham request funding to attend the Questbridge Workshop at Yale University June 18-19, 2016. This workshop is being held during the National College Admissions Conference and focuses on how to help students connect with, prepare for, and apply to selective colleges.

- The Foundation board **voted to approve $1198.40 for airfare and $611.80 for lodging for a total cost of up to $1810.**

4. HVA staff member, Amanda Wash, requests funding to support her attendance at the AP Capstone program this summer to be held in St. Petersburg, FL, June 27 – July 1, 2016. Ms. Wash will be learning how to teach the AP Seminar course which is new at HVA this fall 2016. She will transfer skills learned to other AP Seminar teachers at HVA.

- The Foundation board **voted to approve $275 for airfare, $325 for rental car, and $240 for meals ($40/day for 6 days with itemized receipts) for a maximum of $840.**

5. Sallee Reynolds requests funding to supplement the PTSA buildings & grounds project to extend the existing front entry concrete walkway to the main student parking lot and to the existing flagstone path. These two extensions will create a complete pathway for students, staff, and visitors to walk from the parking area to the school entrance without walking across grass and mud.

- The Foundation board **voted to approve $1000 toward the installation of a concrete walkway.**

Summary of Bequests and Awards by funding category approved at this April 26,-2016 meeting:

1. $318 – professional development
2. $980 – professional development
3. $1810 – professional development
4. $840 – professional development
5. $1000 – Infrastructure.

Development Committee: No report.

Capital Campaign Committee: No report.

Event Planning Committee: No report.

Other Business:

- The draft CPA compilation was recently completed. Final approval is pending.
- Maureen will put together a press release with 2015 award data.
- Maureen will inquire about lower monthly rate from Network4Good.
- The Eric Benson library project has passed one more hurdle within the Eagle Scout process.
- Gary will prepare video input for 1st day of school open house.
- We will include a donation letter in the 1st day of school packet.

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Approve a donation to Hardin Valley Academy from the Hardin Valley Foundation to be combined with pooled BEP money for the installation of a walkway extension at the front of the school.

Cost of the Item:

Total Project Cost = $3,000.00

Description and type of funding source:

HVA Foundation Donation = $1,000.00

BEP Pooled Funds = $2,000.00

RLA-6819 **R-16-11-211**

Work Session

Meeting Date:	11/14/2016
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 a donation in the amount of $11,004.90 from the Rocky Hill Elementary School PTO for the purchase and installation of playground equipment at Rocky Hill Elementary School. *(Schools)*

Attachments

Resolution

Donation and Project Information

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A DONATION IN THE AMOUNT OF $11,004.90 FROM THE ROCKY HILL ELEMENTARY SCHOOL PTO FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT ROCKY HILL ELEMENTARY SCHOOL.

RESOLUTION: **R-16-11-211**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Rocky Hill Elementary School PTO desires to donate the amount of $11,004.90 for the purchase and installation of playground equipment for the use and enjoyment of the students at Rocky Hill Elementary School; and

WHEREAS, Knox County and the Knox County Board of Education are thankful for this generous donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of this donation; and

WHEREAS, the Knox County Board of Education approved the receipt of the donated funds from the Rocky Hill Elementary School PTO at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of a donation in the amount of $11,004.90 from the Rocky Hill Elementary School PTO for the purchase and installation of playground equipment at Rocky Hill Elementary School.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other necessary documents which may be required to signify acceptance of the donation by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Facilities Department

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

FROM: Karalyne Ley, RHES PTO

DATE: September 16, 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.

Site	Rocky Hill Elementary Playground
Requested By:	Rocky Hill PTO
Approved By: (School Principal)	Jannie Kotsiaras
Phone	865-389-3438
Nature of the Project	Install a playhouse and store front panel for imaginary play from Grounds For Play. Existing Little Tykes playhouse to be removed before installation.
Cost of the Project	$11,004.90
Funded By ☐ 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.	Rocky Hill PTO
Cost to Knox County Schools	$0

FA–100 (6/15)

Grounds For Play
A Division of BSP

QUO0102824

1050 Columbia Dr.
Carrollton, Georgia 30117

1.800.552.7529
groundsforplay.com

CREATED: 09/01/2016
EXPIRES: 10/10/2016

PROJECT NAME
Knox/Rocky Hill/PTO Project #2 - Playhouse & Facades

BILL TO
Accounts Payable
Knox County Schools - Rock Hill Elementary
P. O. Box 2188
Knoxville TN 37901-2188

SHIP TO
Amber Sayle
Rocky Hill Elementary School
1200 Morrell Rd
Knoxville TN 37919

TERMS
Prepaid

PREPAID REQUIREMENT
100%

DESIGN CONSULTANT
78 Kathleen McCollister

PHONE
423-429-3769

EMAIL
kmccollister@groundsforplay.com

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	47203 - GFP - 5' x 5' Playhouse w/ Poly Skin	$3,333.75	$3,333.75
1	47214 - GFP - Sink/Stove Combo for 5' Playhouse	$956.55	$956.55
	GFP Special Discount - GFP Special Discount:	-12%	($514.84)
	Subtotal. - Subtotal of items after discount.		$3,775.46
1	11160TT - GFP - 41" x 29" Store Front Panel With Trex Shelf	$455.70	$455.70
1	12189 - GFP - Farmers Market Panel	$1,028.00	$1,028.00
1	49139 - Village Facade w/o Panels or Signs	$1,276.80	$1,276.80
1	Custom GFP Design - Custom GFP Sign: "Rocky Hill Village:	$395.00	$395.00
1	Custom GFP Design - Custom GFP Sign: "Little Rams Bakery:	$395.00	$395.00
	GFP Special Discount - GFP Special Discount	-12%	($426.06)
	Subtotal. - Subtotal for items after discount.		$3,124.44

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1 800 327 8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY:
Page 1 of 4

building better play environments

Grounds For Play
A Division of SIP

QUO0102824

1050 Columbia Dr.
Carrollton, Georgia 30117

1.800.552.7529
groundsforplay.com

CREATED: 09/01/2016
EXPIRES: 10/10/2016

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	**IN:EQ-INSTALL** - Installation of Equipment ($6,899.90) *Based on a flat, level, accessible area *Does not include removal of existing equipment *Unless specifically noted this does NOT include prevailing wage rates or fees *Permitting is not included unless specifically noted on a separate line item	$2,825.00	$2,825.00
1	**IN:RMV&DSP** - Removal & Disposal		$750.00
1	**Freight: Freight Out Billable and Handling** - Freight: Freight Out Billable and Handling:: PARTIAL VAN BOL# 3905791	$530.00	$530.00

SUBTOTAL	$11,004.90
TAX (0%)	$0.00
NET TOTAL	$11,004.90

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY:

Area where the new playhouse and play panels will be installed. The existing playhouse will be removed

New Playhouse and play panels to be installed

PROJECT NUMBER: Q102824

Rocky Hill Elementary

DESIGNED 09.08.16 | *The colors shown are for illustration purposes only. Actual colors may vary.*

Grounds For Play

BB&T

640-07-01-00 40507 3 C 001 30 S 66 002
ROCKY HILL ELEMENTARY SCHOOL FOUNDATION
1200 MORRELL RD
KNOXVILLE TN 37919-8000

Your account statement

For 08/31/2016

Contact us

BBT.com

(800) BANK-BBT or
(800) 226-5228

Earn Up To $400 - Refer Other Businesses!

From now through December 31, 2016, BB&T business checking account holders who refer other businesses can **earn up to $400** - $100 for each newly established business checking account with BB&T (limit four). In addition, as an added bonus each business referred will also receive a $100 deposit in their newly opened checking account*.

To find out more, contact your local relationship manager or visit your nearest BB&T financial center for details.

* This offer applies to clients that open a new business checking account at a participating BB&T financial center between January 1, 2016 and December 31, 2016. The new business checking account must be the first checking account in the household to be eligible for the offer. Business checking accounts opened through BBT.com or BB&T Phone24, savings accounts and personal checking accounts are not eligible. Information will be reported to the IRS as required. Referred individuals must present and submit a referral form at account opening. See your financial center for a supply of referral forms. By providing and accepting and using the coupon included in the referral form, each party acknowledges that the other party may be a client of BB&T. All measures to protect client-sensitive information and confidentiality apply. In addition, each party understands that failure to receive an account bonus means that a referred account did not meet the offer criteria and does not imply that an account application was denied.

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■ COMMUNITY CHECKING

Account summary

Your previous balance as of 07/29/2016	$104,779.92
Checks	- 197.50
Other withdrawals, debits and service charges	- 15.25
Deposits, credits and interest	+ 6,115.68
Your new balance as of 08/31/2016	= $110,682.85

Checks

DATE	CHECK #	AMOUNT($)
08/10	1255	127.50
08/24	1256	35.00
08/24	1257	35.00
Total checks		= $197.50

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
08/22	SERVICE CHARGES - PRIOR PERIOD	15.25
Total other withdrawals, debits and service charges		= $15.25

■ COMMUNITY CHECKING (ntinued)

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
08/01	ACH SETTLEMENT CMOL	475.00
08/01	COUNTER DEPOSIT	1,200.00
08/08	COUNTER DEPOSIT	2,416.66
08/15	AmazonSmil AMZNIRTDCB6P Rocky Hill Elementary	24.02
08/18	COUNTER DEPOSIT	2,000.00
Total deposits, credits and interest		= $6,115.68

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Approve a donation from the Rocky Hill PTO for the purchase and installation of playground equipment.

This uses a playground equipment term contractor in accordance with Board Policy E-140.

Cost of the Item:

$11,004.90

Description and type of funding source:

Funding source is money raised by Rocky Hill PTO and donated to the school.

RLA-6820 **R-16-11-212**

Work Session

Meeting Date:	11/14/2016
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 $1,277.88.
(Schools)

Attachments

Resolution

Acknowledgement & Donation Listing

D16-0029 Information

D16-0030 Information

D16-0031 Information

RESOLUTION

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 $1,277.88.

RESOLUTION: **R-16-11-212**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education is thankful for the generous donations recently received to help further the important work of the Knox County Schools; and

WHEREAS, the donations on the list attached hereto are less than a total gift amount of $25,000.00; and

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 a general unrestricted gift) of each donation; and

WHEREAS, the Knox County Commission desires to authorize the acceptance of the donations; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved an Acknowledgement to recognize the acceptance of the donations listed on the attached list of donations.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of donations to the Knox County Schools as specifically shown on the list of donations attached hereto and incorporated herein by reference and in the total amount of $1,277.88. A copy of the donation notification letter and/or other information provided with each donation is also attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other necessary documents which may be required to signify acceptance of the donations by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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 $1,277.88, 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
November 2016

No.	Donor	School/Program/Department Benefitted	Designation	Amount
D16-0029	DonorChoose.org	Beaumont Magnet Academy	Project-"The Art Room Need a Rug"	$139.98
D16-0030	DonorChoose.org	Green Magnet Academy	Project - "Magnetic MakerSpace Magic"	$459.90
D16-0031	DonorChoose.org	Green Magnet Academy	Project-"A Place Where Students Can Invent Their Future"	$678.00

TOTAL AMOUNT	**$1,277.88**

Are you a public school teacher in need of funding? Start your first project »

Find a classroom to support About us Help Sign in

2 DONORS $203 GOAL HOORAY! THIS PROJECT IS FULLY FUNDED

The Art Room Needs a Rug!

My students need a clean soft space to learn about art!

My Students

Our school serves an economically disadvantaged, inner-city neighborhood where 90% of families live in poverty. Our entire school receives free breakfast and lunch through the National School Lunch Program. In 1993, with the hope of helping to engage struggling students and to attract transfer students from other neighborhoods, we became a magnet school, instituting an arts integrated curriculum. We now use dance, theater, visual art, and music to provide an enriching education to a diverse group of students in grades K-5.

My Project

Every class in our school, from Kindergarten through 5th grade, spends class time sitting on the floor of the art room. We gather around the

You can still help! Make a donation to Mrs. Burchett for her next project.

students. It is where we share and explore as a group. It is also where students can go if they become upset during work time to calm themselves.

> *Our rug is important and frequently used.*

Consequently, it is beginning to show its age. My students deserve a clean soft space to gather and to learn.

Mrs. Burchett
Beaumont Magnet Elementary School
Knoxville, TN
Grades PreK-2
Highest Poverty

$ Give

*This project will reach **500** students.*

Knox Co School District Knoxville, TN

Grades PreK-2 Highest Poverty

Visual Arts Magnet School

SHARE MRS. BURCHETT'S PROJECT

Where Your Donation Goes

MATERIALS	COST	QUANTITY	TOTAL
Bubble Bright Multi Circles Yellow Blue Red Abstract Geometric Lines Area Rug 5 x 7 (5'3" x 7'3") Easy Clean Stain Fade Resistant Shed Free Modern Contemporary Brush Stroke Painting Art Boxes	$69.99	2	$139.98

Materials cost	$139.98
Vendor shipping charges	FREE
State sales tax	$0.00
3rd party payment processing fee	$2.10
Fulfillment labor & materials	$30.00
Total project cost	$172.08
Suggested donation to help DonorsChoose.org reach more classrooms	$30.37
Total project goal	**$202.45**
Still needed View calculation	**$0.00**

Our team works hard to negotiate the best pricing and selections available.

Show less

Project Activity

If you donated to this project, you can sign in to leave a comment for Mrs. Burchett.

SEP 23

Jess, a staff member at DonorsChoose.org, purchased the **supplies** for Mrs. Burchett's classroom and notified the school principal of delivery

SEP 22

Mrs. Burchett posted an update

Today was a tough day in the art room but coming home to the news that my project has been funded was a wonderful reminder that people care about the work that I am doing in my art room! Thank you. My students will be so excited and encouraged by your generosity!

With gratitude,

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. 16-605
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
_____
DEPUTY LAW DIRECTOR – Printed Name

Date: 10/17/16

VENDOR

_____
AUTHORIZED SIGNATURE

_____
COMPANY NAME (VENDOR)

Date:_____

Ms. Branscum got a project funded!

DonorsChoose.org

Fri 9/23/2016 12:26 AM

To:DEXTER MURPHY <dexter.murphy@knoxschools.org>;

DonorsChoose.org

TO: Ms. Roberts, Ms. Grandi, Teacher Williams, and Head of School
CC: Ms. Branscum

Give Ms. Branscum a high five! Ms. Branscum recently earned funding for "Magnetic MakerSpace Magic".

The resources for this project will arrive soon, and we hope you'll pitch in to make sure they reach Ms. Branscum's classroom:

- EG813 - Mega Magnets Construction Set, quantity 1, $47.99 each
- VR469 - 3-D Magnet Builders - Master Set, quantity 1, $95.99 each
- LA585 - Jumbo Magnetic Design Shapes, quantity 1, $39.99 each
- TT154 - Magnet Cars - Set of 4, quantity 2, $14.99 each
- DG547 - Magna-Tiles® - Master Set, quantity 1, $129.99 each
- LL570 - Engineer-A-Coaster Activity Kit, quantity 1, $49.99 each
- DD130X - Magnetic Math Manipulatives Library, quantity 1, $49.99 each
- DD137 - Magnetic Pattern Blocks, quantity 2, $7.99 each

If Ms. Branscum is no longer teaching at your school, or if there's another reason this donation should not be made, you should contact us at colleagues@donorschoose.org.

For information on the control or use of these donated resources, see our policy. If you're wondering why you received this email, learn more about our colleague notifications.

Thanks for your help,
The DonorsChoose.org Team

P.S. Check out your school page at DonorsChoose.org to see all the teachers posting projects from your school. You can trade tips and tricks with colleagues to get your projects funded.

Have questions or want to contact us?

Receiving this email related to your teacher account or proposals is a required part of participating in DonorsChoose.org per our User Agreement. If you do not want to receive any DonorsChoose.org mailings like this one, we must close your account. To close your teacher account and stop receiving emails from us, please let us know via our Teacher Contact Us form and select the category Registering / My Account Information.

DonorsChoose.org, 134 West 37 Street, 11 Floor, New York, NY 10018

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Are you a public school teacher in need of funding? Start your first project »

Find a classroom to support About us Help Sign in

4 DONORS $585 GOAL **HOORAY! THIS PROJECT IS FULLY FUNDED**

Magnetic MakerSpace Magic

My students need magnetic supplies to create science, math, and engineering projects in our MakerSpace!

My Students

Green Magnet Academy is an inner-city school where many of the students have a disadvantaged background. Our school receives Title 1 funding due to the number of our students who live in poverty. We are

You can still help! Make a donation to Ms. Branscum for her next project.

$ Give

> *Our students at Green Magnet Academy are the future of STEAM (science, technology, engineering, arts, and math) career paths who deserve every opportunity to explore these fields.*

They learn best through hands-on projects that allow them to problem solve and relate to the curriculum in a concrete way. When I heard about the Maker movement in libraries, I knew it was the perfect way to make these topics come alive for our students.

Our students are thriving in the MakerSpace and also learning great library/media concepts such as collaboration and communication as they complete projects in teams. These are topics that are in the library curriculum that I struggled to help students experience in the past.

My Project

We got a grant last year to add a MakerSpace to our library for our students to have hands on activities to help them learn more about our school's STEAM (science, technology, engineering, arts, and math) focus. Our students are loving the MakerSpace but we need new and different projects to continue our learning.

> *Magnets are a science concept specifically for first grade however the types of magnetic activities I am requesting will help all of our students at every grade level with*

Ms. Branscum
Green Magnet Math & Science Academy
Knoxville, TN
Grades PreK-2
Highest Poverty

LIFTOFF

4 donors have given to this project.

*This project will reach **365** students.*

Knox Co School District Knoxville, TN

Grades PreK-2 Highest Poverty

Mathematics Applied Sciences

Magnet School

SHARE MS. BRANSCUM'S PROJECT

different engineering and math skills.

A variety of ways to learn different skills is vital to reaching every learner!

After we created our MakerSpace last year, our first grade team requested that I add magnetic items to use with our magnetic white board because they have no materials to use to teach this science concept as a grade level. Unfortunately, all of the MakerSpace grant money was spent by that time. The funding of this project will revitalize our MakerSpace for all grade levels by adding new projects that our students have not already seen and will also enable first grade to teach this important science concept.

Where Your Donation Goes

MATERIALS	COST	QUANTITY	TOTAL
DG547 - Magna-Tiles® - Master Set • LAKESHORE LEARNING MATERIALS	$129.99	1	$129.99
VR469 - 3-D Magnet Builders - Master Set • LAKESHORE LEARNING MATERIALS	$95.99	1	$95.99
DD130X - Magnetic Math Manipulatives Library • LAKESHORE LEARNING MATERIALS	$49.99	1	$49.99
LL570 - Engineer-A-Coaster Activity Kit • LAKESHORE LEARNING MATERIALS	$49.99	1	$49.99
EG813 - Mega Magnets Construction Set • LAKESHORE LEARNING MATERIALS	$47.99	1	$47.99

~~View complete list~~ See next page

Project Activity

If you donated to this project, you can sign in to leave a comment for Ms. Branscum.

15 HOURS AGO **Amy**, a staff member at DonorsChoose.org, purchased the **supplies** for Ms. Branscum's classroom and notified the school principal of delivery

22 HOURS AGO **Ms. Branscum** posted an update

Where Your Donation Goes

MATERIALS	COST	QUANTITY	TOTAL
DG547 - Magna-Tiles® - Master Set • LAKESHORE LEARNING MATERIALS	$129.99	1	$129.99
VR469 - 3-D Magnet Builders - Master Set • LAKESHORE LEARNING MATERIALS	$95.99	1	$95.99
DD130X - Magnetic Math Manipulatives Library • LAKESHORE LEARNING MATERIALS	$49.99	1	$49.99
LL570 - Engineer-A-Coaster Activity Kit • LAKESHORE LEARNING MATERIALS	$49.99	1	$49.99
EG813 - Mega Magnets Construction Set • LAKESHORE LEARNING MATERIALS	$47.99	1	$47.99
LA585 - Jumbo Magnetic Design Shapes • LAKESHORE LEARNING MATERIALS	$39.99	1	$39.99
TT154 - Magnet Cars - Set of 4 • LAKESHORE LEARNING MATERIALS	$14.99	2	$29.98
DD137 - Magnetic Pattern Blocks • LAKESHORE LEARNING MATERIALS	$7.99	2	$15.98

Materials cost	$459.90
Vendor shipping charges	FREE
State sales tax	$0.00
3rd party payment processing fee	$6.90
Fulfillment labor & materials	$30.00
Total project cost	$496.80
Suggested donation to help DonorsChoose.org reach more classrooms	$87.67
Total project goal	**$584.47**
Still needed View calculation	**$0.00**

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. 16-604
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

_____
DEPUTY LAW DIRECTOR – Printed Name

Date: 10/17/16

VENDOR

_____
AUTHORIZED SIGNATURE

_____
COMPANY NAME (VENDOR)

Date:_____

Teacher Williams got a project funded!

DonorsChoose.org

Fri 9/23/2016 2:36 PM

To:DEXTER MURPHY <dexter.murphy@knoxschools.org>;

DonorsChoose.org

TO: Ms. Branscum, Ms. Roberts, Ms. Grandi, and Head of School
CC: Teacher Williams

Give Teacher Williams a high five! Teacher Williams recently earned funding for "A Place Where Students Can Invent Their Future".

The resources for this project will arrive soon, and we hope you'll pitch in to make sure they reach Teacher Williams's classroom:

- FF485 - Learning Letters Activity Carpet - 9' x 12', quantity 1, $479.00 each
- DD128 - Science Discovery Chest, quantity 1, $199.00 each

If Teacher Williams is no longer teaching at your school, or if there's another reason this donation should not be made, you should contact us at colleagues@donorschoose.org.

For information on the control or use of these donated resources, see our policy. If you're wondering why you received this email, learn more about our colleague notifications.

Thanks for your help,
The DonorsChoose.org Team

P.S. Check out your school page at DonorsChoose.org to see all the teachers posting projects from your school. You can trade tips and tricks with colleagues to get your projects funded.

Have questions or want to contact us?

Receiving this email related to your teacher account or proposals is a required part of participating in DonorsChoose.org per our User Agreement. If you do not want to receive any DonorsChoose.org mailings like this one, we must close your account. To close your teacher account and stop receiving emails from us, please let us know via our Teacher Contact Us form and select the category Registering / My Account Information.

DonorsChoose.org, 134 West 37 Street, 11 Floor, New York, NY 10018

Follow us:

Twitter

Facebook

Instagram

Are you a public school teacher in need of funding? Start your first project »

DonorsChoose.org Find a classroom to support About us Help Sign in

2 DONORS $845 GOAL **HOORAY! THIS PROJECT IS FULLY FUNDED**

You can still help! Make a donation to Teacher Williams for their next project. $ Give

A Place Where Students Can Invent Their Future

My students need a classroom carpet to sit on during instruction time and STEM activities for a hands-on science experience.

Teacher Williams
Green Magnet Math & Science Academy
Knoxville, TN
Grades PreK-2
Highest Poverty

My Students

I am a new teacher in a low-income school district. Our school is located in the heart of three income based projects. Most of my students are from single family homes with only one income. Despite the many challenges they face, I will provide my students with creative and meaningful learning experiences.

> *My students are curious, eager to learn, and excited about school.*

They like to be independent, create things, and love story time. All of my students receive a free lunch based on their socioeconomic status. My student's family has a hard time getting school supplies for their children, due to the limited income in the household. These things may prevent them from getting ahead early in life and may not provide them with the life experiences many of us see as "typical". My students look forward to coming to school where it is safe and an exciting lesson is waiting to be taught. My goal is to help them reach their fullest potential and make learning fun. I encourage my students to go home and share what they have learned with their siblings, family, and friends.

My Project

The classroom carpet will be used everyday during our calendar time, read aloud, whole group instruction, Smart board lessons, etc. The students will enjoy having an alternate working area away from their desk. They will enjoy the STEM activity center, as it will allow them more hands on learning.

2 donors have given to this project.

*This project will reach **20** students.*

Knox Co School District Knoxville, TN

Grades PreK-2 Highest Poverty

Mathematics Applied Sciences

Magnet School

SHARE TEACHER WILLIAMS'S PROJECT

> *Today, STEM means creating learning environments that allow students to be more active.*

Whenever that happens, students are engaged in their own learning. There's no manipulation in getting students active, either, it just happens. The outcome is that students better remember what they've learned when they are engaged in the process, and not passive by-standers.

Where Your Donation Goes

MATERIALS	COST	QUANTITY	TOTAL
FF485 - Learning Letters Activity Carpet - 9' x 12' • LAKESHORE LEARNING MATERIALS	$479.00	1	$479.00
DD128 - Science Discovery Chest • LAKESHORE LEARNING MATERIALS	$199.00	1	$199.00
Materials cost			$678.00
Vendor shipping charges			FREE
State sales tax			$0.00
3rd party payment processing fee			$10.17
Fulfillment labor & materials			$30.00
Total project cost			$718.17
Suggested donation to help DonorsChoose.org reach more classrooms			$126.74
Total project goal			**$844.91**
Still needed View calculation			**$0.00**

Our team works hard to negotiate the best pricing and selections available.

Show less

Project Activity

If you donated to this project, you can sign in to leave a comment for Teacher Williams.

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. 16-603
APPROVED AS TO LEGAL FORM

_____
DEPUTY LAW DIRECTOR – Signature

Date: 10/17/16

KNOX COUNTY, TENNESSEE

Gary Dupler
_____
DEPUTY LAW DIRECTOR – Printed Name

VENDOR

_____
AUTHORIZED SIGNATURE

_____
COMPANY NAME (VENDOR)

Date:_____

RLA-6821 **R-16-11-213**

Work Session

Meeting Date:	11/14/2016
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 amendments to the contracts with Kids Place, Inc., Shades of Development, School Care, Inc., and YMCA of East Tennessee to extend After School Care Program Services during Winter Break 2016 and Spring Break 2017 at Sam E. Hill Family Community Center, Chilhowee Intermediate School and Amherst, Brickey-McCloud, Copper Ridge, Fountain City, Gibbs, Halls, Karns, Mount Olive, Powell, Rocky Hill, and Spring Hill Elementary Schools.
(Schools)

Attachments

Resolution

Kid's Place, Inc. Contract Amendment

School Care Inc. Contract Amendment

Shades of Development Contract Amendment

YMCA Contract Amendment

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENTS TO THE CONTRACTS WITH KIDS PLACE, INC., SHADES OF DEVELOPMENT, SCHOOL CARE, INC., AND YMCA OF EAST TENNESSEE TO EXTEND AFTER SCHOOL CARE PROGRAM SERVICES DURING WINTER BREAK 2016 AND SPRING BREAK 2017 AT SAM E. HILL FAMILY COMMUNITY CENTER, CHILHOWEE INTERMEDIATE SCHOOL AND AMHERST, BRICKEY-MCCLOUD, COPPER RIDGE, FOUNTAIN CITY, GIBBS, HALLS, KARNS, MOUNT OLIVE, POWELL, ROCKY HILL AND SPRING HILL ELEMENTARY SCHOOLS.

RESOLUTION: **R-16-11-213**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County previously entered into contracts with YMCA of East Tennessee, Kids Place, Inc., Shades of Development, and School Care, Inc. for after school care program services (the "Original Contracts"); and

WHEREAS, Knox County and YMCA of East Tennessee, Kids Place, Inc., Shades of Development, and School Care, Inc. all desire to amend the Original Contracts in order to extend After School Care Program Services during Winter Break 2016 and Spring Break 2017 at Sam E. Hill Family Community Center, Chilhowee Intermediate School and Amherst, Brickey-McCloud, Copper Ridge, Fountain City, Gibbs, Halls, Karns, Mount Olive, Powell, Rocky Hill and Spring Hill Elementary Schools; and

WHEREAS, the Knox County Board of Education approved the contract amendments with YMCA of East Tennessee, Kids Place, Inc., Shades of Development, and School Care, Inc. at its regularly scheduled meeting on November 2, 2016.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The amendments to Contract No. 13-141 with YMCA of East Tennessee, Contract No. 13-136 with Kids Place, Inc., Contact No. 13-139 with Shades of Development, and Contract No. 13-137 with School Care, Inc. to extend After School Care Program Services during Winter Break 2016 and Spring Break 2017 at Sam E. Hill Family Community Center, Chilhowee Intermediate School and Amherst, Brickey-McCloud, Copper Ridge, Fountain City, Gibbs, Halls, Karns, Mount Olive, Powell, Rocky Hill and Spring Hill Elementary Schools are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the amendments to Contract No. 13-141 with YMCA of East Tennessee, Contract No. 13-136 with Kids Place, Inc., Contact No. 13-139 with Shades of Development, and Contract No. 13-137 with School Care, Inc. to extend After School Care Program Services during Winter Break 2016 and Spring Break 2017 at Sam E. Hill Family Community Center, Chilhowee Intermediate School and Amherst, Brickey-McCloud, Copper Ridge, Fountain City, Gibbs, Halls, Karns, Mount Olive, Powell, Rocky Hill and Spring Hill Elementary Schools shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk **Date**

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

Amendment to Contract No. 13-136

Knox County Government
and
Kids Place, Inc.

This Amendment to Agreement is made and entered into as of the _____ day of October 2016 by and between Knox County Government ("Knox County"), and Kids Place, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 13-136, dated July 31, 2013, for After School Care Program Services for Knox County Schools (hereinafter referred to as the "Agreement"): and

WHEREAS, Knox County and Contractor desire to amend their original Agreement as hereinafter provided to extend the program services to include 2016-2017 Winter Break and 2017 Spring Break for the following schools: Amherst Elementary, Chilhowee Elementary, Copper Ridge Elementary, Fountain City Elementary and Gibbs Elementary to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Cost to parents for childcare will remain the same throughout the extended service period.**

2. **Winter Break 2016 program services will be offered December 23, 2016, December 28-30, 2016 and January 3-5, 2017 at the facilities indicated above. Spring Break 2017 program services will be offered March 13-15, 2017.**

3. **Provider will reach a mutually agreed upon arrangement with each service location's administration regarding the coordination of any maintenance operations that coincide with After School Care Program operations.**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 13-136 to be executed on the day and year indicated below.

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

Knox County Government

By: _____
Tim Burchett
Knox County Mayor

Kids Place, Inc.

By: _____

Name: _____

Title: _____

Contract No. 16-601
Approved as to Legal Form

By: _____
Deputy Law Director

Date: 10/12/16

Amendment to Contract No. 13-137

Knox County Government
and
School Care, Inc.

This Amendment to Agreement is made and entered into as of the _____ day of October 2016 by and between Knox County Government ("Knox County"), and School Care, Inc. ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 13-137, dated July 30, 2013, for After School Care Program Services for Knox County Schools (hereinafter referred to as the "Agreement"): and

WHEREAS, Knox County and Contractor desire to amend their original Agreement as hereinafter provided to extend program services to include 2016-2017 Winter Break and 2017 Spring Break for Rocky Hill Elementary to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Cost to parents for childcare will remain the same throughout the extended service period.**

2. **Winter Break 2016 program services will be offered December 23, 2016, December 28-30, 2016 and January 3-5, 2017 at the facilities indicated above. Spring Break 2017 program services will be offered March 13-15, 2017.**

3. **Provider will reach a mutually agreed upon arrangement with each service location's administration regarding the coordination of any maintenance operations that coincide with After School Care Program operations.**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 13-137 to be executed on the day and year indicated below.

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

Knox County Government

By: _____
Tim Burchett
Knox County Mayor

School Care, Inc.

By: _____

Name: _____

Title: _____

Contract No. 16-599
Approved as to Legal Form

By: _____ **Date:** 10/12/16
Deputy Law Director

Amendment to Contract No. 13-139

Knox County Government
and
Shades of Development

This Amendment to Agreement is made and entered into as of the _____ day of October 2016 by and between Knox County Government ("Knox County"), and Shades of Development ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 13-139, dated July 31, 2013, for After School Care Program Services for Knox County Schools (hereinafter referred to as the "Agreement"): and

WHEREAS, Knox County and Contractor desire to amend their original Agreement as hereinafter provided to extend program services to include 2016-2017 Winter Break and 2017 Spring Break for Brickey-McCloud Elementary, Karns Elementary, Mount Olive Elementary, Powell Elementary and Sam E. Hill Elementary to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Cost to parents for childcare will remain the same throughout the extended service period.**

2. **Winter Break 2016 program services will be offered December 23, 2016, December 28-30, 2016 and January 3-5, 2017 at the facilities indicated above. Spring Break 2017 program services will be offered March 13-15, 2017.**

3. **Provider will reach a mutually agreed upon arrangement with each service location's administration regarding the coordination of any maintenance operations that coincide with After School Care Program operations.**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 13-139 to be executed on the day and year indicated below.

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

Knox County Government

By: _____
Tim Burchett
Knox County Mayor

Shades of Development

By: _____

Name: _____

Title: _____

Contract No. 16-598
Approved as to Legal Form

By: _____ **Date:** 10/12/16
Deputy Law Director

Amendment to Contract No. 13-141

Knox County Government
and
YMCA of East Tennessee

This Amendment to Agreement is made and entered into as of the _____ day of October 2016 by and between Knox County Government ("Knox County"), and YMCA of East Tennessee ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 13-141, dated July 30, 2013, for After School Care Program Services for Knox County Schools (hereinafter referred to as the "Agreement"): and

WHEREAS, Knox County and Contractor desire to amend their original Agreement as hereinafter provided to extend program services to include 2016-2017 Winter Break and 2017 Spring Break for Halls Elementary and Spring Hill Elementary to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Cost to parents for childcare will remain the same throughout the extended service period.**

2. **Winter Break 2016 program services will be offered December 23, 2016, December 28-30, 2016 and January 3-5, 2017 at the facilities indicated above. Spring Break 2017 program services will be offered March 13-15, 2017.**

3. **Provider will reach a mutually agreed upon arrangement with each service location's administration regarding the coordination of any maintenance operations that coincide with After School Care Program operations.**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 13-141 to be executed on the day and year indicated below.

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

Knox County Government

By: _____
Tim Burchett
Knox County Mayor

YMCA of East Tennessee

By: _____

Name: _____

Title: _____

Contract No. 16-600
Approved as to Legal Form

By: _____ Date: 10/12/16

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative): Agenda item 11A

School level

Kid's Place, Shades of Development, YMCA and School Care, Inc. contracts with Knox County Schools to use school facilities to provide after-care services to school-age children. This contract extends the days available to include winter holiday and spring break dates (see contract).

Cost of the Item:

No cost the KCS. Vendor pays KCS a fee per child basis on contract.

Description and type of funding source:

RLA-6822 **R-16-11-214**

Work Session

Meeting Date:	11/14/2016
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 Mastery Connect, Inc. for the provision of an assessment management tool as needed by individual schools for the term of November 1, 2016 through October 31, 2017 with the option to extend for four (4) additional years, one (1) year at a time, for a possible total of five (5) years.
(Schools)

Attachments

Resolution

Contract

Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH MASTERY CONNECT, INC. FOR THE PROVISION OF AN ASSESSMENT MANAGEMENT TOOL AS NEEDED BY INDIVIDUAL SCHOOLS FOR THE TERM OF NOVEMBER 1, 2016 THROUGH OCTOBER 31, 2017 WITH THE OPTION TO EXTEND FOR FOUR (4) ADDITIONAL YEARS, ONE (1) YEAR AT A TIME, FOR A POSSIBLE TOTAL OF FIVE (5) YEARS.

RESOLUTION: **R-16-11-214**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County Schools desires to contract for the purchase of an assessment management tool to be used by individual schools on an as-needed basis; and

WHEREAS, the Knox County Procurement Division requested proposals (Request for Proposals # 2436) for said purpose and it has been determined that Mastery Connect, Inc. submitted the most responsible and responsive proposal meeting specifications desired and accepted by Knox County; and

WHEREAS, the proposed contract with Mastery Connect, Inc. is effective 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; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved the contract with Mastery Connect, Inc. for the provision of an assessment management tool.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Mastery Connect, Inc. for the provision of an assessment management tool is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Mastery Connect, Inc. for the provision of an assessment management tool shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Mastery Connect, Inc.

This Contract, made and entered into by and between Knox County Government, hereinafter referred to as "County" and Mastery Connect, Inc., hereinafter referred to as "Contractor".

Whereas, County requested proposals for an Assessment Management Tool for Knox County Schools (Request for Proposals #2436) 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 County;

Whereas, Vendor agrees and undertakes to provide said services for County, as set forth in the Request for Proposals, 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 Request for Proposals specifications and the Contractor's Proposal 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. Upon the mutual agreement of the vendor and Knox County, the award may be extended for an additional four (4) years, one (1) year at a time for a total of five (5) years, unless terminated in conformity with the terms and conditions of this Contract as contained in paragraphs 2 and 18. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. **Appropriations.** In the event no funds are appropriated by County for an Assessment Management Tool 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.

3. **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 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.

4. Compliance with all federal, state, and municipal laws. Contractor represents that it is 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 Assessment Management Tool, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

5. 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. Request for Proposals #2436 + Addendum I
B. Contractor's Response to Request for Proposals #2436 + Addendum I
C. Contractor's Certificate of Insurance

6. 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 C**ontract by Contractor**, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall not have a duty to indemnify Contractor.

7. Delivery. Contractor shall render the Assessment Management Tool and the related services for Knox County Schools in accordance with Request for Proposal #2436.

8. Independent contractor. Contractor and its employees shall serve as independent contractors and the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

9. Invoicing and reporting requirements. Contractor shall invoice Knox County Schools for the Assessment Management Tool pursuant to Request for Proposals #2436:

Knox County Schools
912 Gay Street, 12th Floor
Knoxville, TN 37902
Attention: Director of Educational Technology & Library Services

10. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

11. 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.

12. Payment. Subject to County's review and approval of all invoices for work performed, County shall pay Contractor the amount as agreed upon in County's Request for Proposals #2436 for the Assessment Management Tool services pursuant to the following schedule:

***Refer to Contractor's response to Request for Proposals #2436, Assessment Management Tool under Part VI, Cost.**

Contractor shall not begin performance unless and until having received written notification to proceed from the County. The Contractor shall pursue all work diligently and in workman like manner until completion as directed by the County.

13. Additions or Deletions of Goods. 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.

14. Prohibition against assignment and delegation. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County. Contractor shall not delegate any duty under this Contract without prior written consent of County.

15. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed. Contractor shall cooperate fully with any such inspection.

16. 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.

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 proposal 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. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (60) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (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.

19. 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.

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior or contemporaneous 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 BOARD OF EDUCATION

_____ _____

BOARD CHAIR – Signature **BOARD CHAIR – Printed Name**

Knox County Government

by: _____
Tim Burchett
Knox County Mayor

Mastery Connect, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:
_____
Knox County Law Director's Office
Deputy Law Director

10/19/16 **Date**

REQUEST FOR PROPOSALS #2436
& ADDENDUM I

OFFICE OF COUNTY MAYOR TIM BURCHETT

Procurement Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

ADDENDUM I TO REQUEST FOR PROPOSALS #2436

ADDENDUM DATE: **September 1, 2016**

BUYER: **Josh French, Senior Buyer**

OPENING DATE: **September 14, 2016 at 2:00 pm**

The following is provided as clarification:

1) QUESTION: When does the district wish to begin using the proposed system?

ANSWER: As soon as a proposal is awarded and a contract approved.

2) QUESTION: When does the district intend to deliver the first assessments from the system?

ANSWER: Delivery of assessments will be after the system is in place and students uploaded. During the implementation planning for the school or district, exact dates can be determined.

3) QUESTION: Does the district intend to immediately support the new Science Tennessee standards after they are released in October? Will the district wait until the first year that summative assessments are based on these new standards?

ANSWER: The district is following the State plan for implementation as follows:

- Fall 2016 – Standards Recommendation Committee presents new standards to the State Board for final reading
- 2017-2018 – Training and professional development for teachers
- 2018-2019 – First year of implementation of new standards and assessment

4) QUESTION: Does Knox County wish to support school/classroom-based assessments with the system primarily? Does the district anticipate common districtwide assessments to be delivered as well?

ANSWER: At this time, the plan is to support mostly school/classroom-based assessments. There may be opportunities in the future to increase to a more districtwide implementation.

5) QUESTION: Can the district confirm where in the RFP submission they would like to see the implementation plan and professional development?

ANSWER: Under Section III, Services

6) QUESTION: How do the district standards differ from the Tennessee State Standards?

ANSWER: The Tennessee State Standards are the basis of our district standards and are strictly in full alignment. In a few instances, our district has added some additional standards at a particular grade level/subject area. These modifications can be identified at the time of implementation.

7) QUESTION: What grades and how many students is the Assessment Management Tool for?

ANSWER: We are requesting an Assessment Management Tool that any school or whole district could have the opportunity to purchase. The smallest school is K-5 with one hundred three (103) students and the whole district would be K-12 approximately fifty-nine thousand (59,000) students.

8) QUESTION: In Section 2.16 (Page 5) the RFP documentation references a "Contract", however we were unable to find any type of 'contract' like document. Will this come with the award to be reviewed at that time or is it missing from our documents?

ANSWER: Please see Section 3.7. The contract will be drafted by Knox County upon Intent to Award.

9) QUESTION: Please confirm the student count number the district desires to use for pricing purposes.

ANSWER: We would like a tiered cost based on a school purchase as low as one hundred (100) and up to the whole district of fifty-nine thousand (59,000). We would like to know where any volume discount pricing occurs.

10) QUESTION: On page seventeen (17) it requests a School Pricing Model. What will be the minimum and maximum count of Schools that will subscribe to the AMT?

ANSWER: There is not a minimum on participating schools. Minimum count at a school would be one hundred (100) students and the maximum number is about two thousand two hundred (2,200).

11) QUESTION: Does the district currently use an assessment management tool? If so, what is it?

ANSWER: As a district we do not have an AMT. We do have schools who have used some AMTs. Those that have been purchased are GradeCam, Mastery Connect and Edulastic. There are other AMT options to have free or trial versions that might be used in a classroom.

12) QUESTION: What Student Information System (SIS) is the district currently using?

ANSWER: The SIS system is Follett's ASPEN system

13) QUESTION: What grade book is the district currently using?

ANSWER: The grade book is part of our SIS system which is Follett's ASPEN system.

14) QUESTION: Please provide an estimate of the total number of school or district created items the district may desire to have uploaded into the AMT.

ANSWER: If the system is used at the school level, then it would be approximately fifty to three hundred (50-300) items per grade level. If the system is used at the district level, the number of items for upload would be one hundred to five hundred (100-500) items per grade level. These are estimates based on how the system might be used.

15) QUESTION: Will the school- or district-created items be provided in a QTI format?

ANSWER: We typically write questions on a Word document, but are happy to input them into any template based on the training of the AMT.

16) QUESTION: Does KCS prefer Train the Trainer Model where the vendor can train administration to create capacity to train the teachers? Or does the District prefer the vendor train all educators onsite?

ANSWER: No preference

17) QUESTION: Will KCS require historical assessment results to be imported into the AMT? If yes, for how many assessments and in what format will the data be provided?

ANSWER: No historical data will need to be imported.

18) QUESTION: How will users be authenticating into the AMT? Via direct URL into the platform or via single sign-on/Active Directory?

ANSWER: Ideally, users will authenticate directly with our Active Directory or other federated services (i.e. Google Apps). However, we reserve the right to have local user accounts within the system that authenticate directly to the AMT platform.

19) QUESTION: Can you please provide more information about the district's goals for the district created assessments? For example, will they be used to forecast student performance on the statewide test as well as provide information to guide differentiated instruction?

ANSWER: At this time, we do not have any specific plans for implementing district created assessments, but typically the district assessments are to determine mastery of specific skills and standards as we have not found anything that will successfully be a predictor of student performance on statewide assessments.

20) QUESTION: Will the district assessments be developed from a secure item bank at the district level and aligned with the district pacing guide? Does the district also desire a separate item bank to support teachers in developing classroom assessments?

ANSWER: Implementation of district level assessments will be teacher created and vetted through the specific subject-area supervisor to be aligned to district pacing. We would appreciate a quote for a teacher item bank and a separate district level bank.

End of addendum.

Josh French

Josh French, Senior Buyer

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of an **Assessment Management Tool** as specified herein. Proposals must be received by **2:00 p.m. on September 14, 2016.** Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposal Number 2436
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Response Envelope must show the Proposal Number, Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Josh French, Senior Buyer at 865.215.5754 or emailed to josh.french@knoxcounty.org. Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

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 Proposer(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a multiple award. **Knox County reserves the right to not award this Proposal.** Award will be made in accordance with the evaluation criteria specified herein.

1.6 **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 at
Telephone: 865.215.5760 or 865.215.5757 Fax: 865.215.5778
Emails: diane.woods@knoxcounty.org and lori.holmann@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County **requires** that proposals being submitted by hand be in one (1) marked original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.

1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.

1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor 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 Contractor from the County's bidder's list for twenty-four (24) months.

1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.

1.12 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement 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, 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.

1.13 **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:

1.13.1 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.
1.13.2 Other weather issues shall be at the sole discretion of the Procurement Director.
1.13.3 Knox County will not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

1.14 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the Proposer in the preparation of their Proposal.

1.15 **MULTIPLE PROPOSALS:** Knox County will consider multiple Proposals that meet the stated specifications.

1.16 **NON-COLLUSION:** Proposers, by submitting a signed Proposal, certify that the accompanying Proposal 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.

1.17 **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 Proposal response if the Vendor will accept Knox County's Credit Card (Visa) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.18 **PROCESSING TIME FOR PAYMENT:** Proposers are advised that approximately thirty (30) days are required to process invoices for payment using the Purchase Order method when the invoicing instructions herein are followed.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.

1.20 **PROPOSAL DELIVERY:** Knox County **requires** Proposers, when hand delivering Proposals, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of 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.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that Proposals being submitted on paper shall:

1.21.1 Be submitted on recycled paper
1.21.2 Not include pages of unnecessary advertising
1.21.3 Be made on both sides of each sheet of paper

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective Proposer to review the entire Request for Proposal (RFP) 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 proposal procedures must be received in the Procurement Division no later than **August 29, 2016 at 4:30 p.m. local time.** These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF PROPOSALS:** When submitting your Proposal in order to be considered, all Proposals **must** be signed. **Please sign the original in blue ink**.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TITLE VI OF THE 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.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the Proposal forms contained in the Proposal package. Failure to complete the Proposal forms may result in Proposal rejection.

1.27 **VENDOR REGISTRATION:** Prior to the closing of this Proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Proposers must be registered with the Procurement Division **prior** to submitting their Proposal.

1.28 **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 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 three (3) 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 must submit to a criminal history records check, at vendors expense, 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 solicitation.

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, Request for Proposal, Proposal, 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) Written Contract, (2) Request for Proposal, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

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, right off, 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.

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, Proposer hereby acknowledges, by submission of its proposal 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.

2.21 **TERMINATION:** County may terminate this agreement with or without cause at any time. 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, Proposal 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. 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 convey to prospective Proposers the general type and quality of Assessment Management Tool (AMT) as required by Knox County and Knox County Schools (KCS). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers 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--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.

3.4 **AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options.

This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.

3.5 **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 proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance at this meeting.

The Knox County Procurement Division will draft the Contract and no other Vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.

3.8 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Services	**40 Points**
Technical Specifications	**20 Points**
Experience, Qualifications and References	**20 Points**
Cost	**20 Points**

3.9 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Proposer. This information may be appended to the Proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made 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 Proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.10 **LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

3.11 **NEGOTIATION:** Knox County may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Proposer. If Knox County and the selected Proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Proposer. Knox County retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.

3.12 **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.

3.13 **NO CONTACT POLICY:** After the date and time that the Vendor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

3.14 **PROPOSAL EVALUATION:** In evaluating the Proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

3.15 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.16 **PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer. Neither Knox County nor Knox County Schools will be billed for any costs associated with interviews.

3.17 **PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a Proposer to become acquainted with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or to the contract.

3.18 **REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. Failure for references to respond to inquiries may result in a deduction of possible points.

3.19 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all Proposals received as a result of this request and to waive any informality, technical defect or clerical error in any Proposal, as the interests of the County may require. Non-acceptance of any Proposal will be devoid of any criticism of the Proposal and of any implication that the Proposal is deficient in any manner.

Non-acceptance of any Proposal shall be construed as meaning simply that the County does not deem the Proposal to be acceptable or that another Proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.20 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.21 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 29, 2016 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** The selected Proposer will work to develop, implement, and facilitate a web-based Assessment Management Tool (AMT). The service provider is to provide the initial training, professional development, technical assistance and materials to promote effective administration and the use of formative student assessments to assist in reporting and tracking mastery towards Tennessee State Standards and the standards of the Local Education Agency (hereafter referred to as the LEA and/or District).

4.2 **ASSESSMENT MANAGEMENT TOOL REQUIREMENTS:** The successful AMT will perform multiple functions to help meet the demands of individual schools needs and with multiple purposes for administering formative assessments. The following is a list of general requirements requested for an AMT:

4.2.1 Formative assessment system with capacity to develop assessments that monitor student performance towards mastery of state standards. As Tennessee curriculum standards change, available assessment standards and assessment items must be adjusted to maintain alignment between the vendor's test items and the Tennessee State Standards.

4.2.2 Ability to provide both standards and item banks that can support the learning for K-12 in the areas of English language arts (ELA), mathematics, science and social studies.

4.2.3 Provide a platform for educators to create and/or administer assessments. The assessments are to have the optional capability of being multiple choice, rubric-based, written or oral assessments.

4.2.4 Capable of allowing educators to deposit, inventory and deploy high quality, validated items that align to State of Tennessee and district standards.

4.2.5 Ability for educators to create assessments from an item bank and share them in a collaborative space.

4.2.6 Options for both online and paper delivery

4.2.7 Grading to be efficient for the user with no delay in reports based on the delivery option (online or paper)

4.2.8 Provide immediate, real-time feedback through reports and item analysis that show mastery status of student learning.

4.2.9 Reports for assessment data provided should be easy-to-read charts and/or graphs while also allowing the opportunity for educators to "drill down" within the data. These graphs should allow real-time progress monitoring of core standard(s).

4.2.10 Ability to be easily exported to Knox County Schools' gradebook or student information system

4.3 **AVAILABILITY:** The account executive and/or team assigned to the County are to be able to accommodate consultation on an as-needed basis. Please offer information as to what can reasonably be expected for a turnaround time for phone calls and emails. Specifically advise as to who the County's first point of contact will be and the biography of that person, including qualifications. This is to be submitted in Section V, Part V of the Proposal.

4.4 **BACKGROUND INFORMATION:** Knox County Schools (KCS) is a diverse school system serving approximately fifty-nine thousand four hundred thirty-five (59,435) students in rural, urban and suburban communities. The district includes fifty (50) elementary schools, fourteen (14) middle schools, sixteen (16) high schools and ten (10) special schools for a total of ninety (90) schools. Total enrollment approximations are:

- **Birth to Kindergarten..... 107**
- **Pre-K..... 848**
- **Elementary School (K-5)..... 26,509**
- **Middle School (6-8)..... 13,514**
- **High School (9-12)..... 18,348**
- **Adult High..... 109**
- **Total Students..... 59,435**

Total staff approximations are:

- **Classroom Teachers..... 3,927**
- **Principals..... 90**
- **Assistant Principals..... 126**
- **Other Certified..... 549**
- **Support Staff..... 3,647**
- **Total Staff..... 8,339**

4.5 **BILLING:** Vendor is responsible for billing of premiums to KCS. All invoices are to be emailed to the Knox County School's Benefits Manager. The format of billing will be mutually agreed to.

4.6 **DEMONSTATIONS:** Either an in-person or virtual demonstration of the Proposed software and its capabilities may be required. Neither Knox County nor KCS will be billed for any costs associated with providing a demonstration.

4.7 **EXPERIENCE:** Proposers are to provide their company's experience and qualifications in designing and/or implementing AMTs, specifically discussing experience with school districts of similar size. KCS will consider only Proposals for AMTs which are currently functioning successfully in other K-12 public school district(s).

4.8 **GENERAL SPECIFICATIONS:** KCS is seeking a web-based Assessment Management Tool (AMT) containing:

4.8.1 Item Bank Requirements to deposit, inventory and deploy high quality validated items that align to State of Tennessee and district standards:

- Demonstrate that items are aligned to the Tennessee Department of Education curriculum and assessment standards in grades K-12 to include the four core content areas of math, ELA, science, and social studies.
- The ability to provide the appropriate standard for any item in the item bank or for questions that have been uploaded to the system.
- The opportunity to upload school- or district-created items.
- The ability to label various question item characteristics such as Bloom's level, grade level and curriculum standard(s)

4.8.2 Assessment construction requirements:

- Demonstrated ease of use for teacher/district constructed assessments
- Provide tracking programming for exposure of items
- Programming capability for teacher, school, and/or district to filter items by grade level and/or cognitive level
- Programming capability for assessment tool to create multiple versions of an assessment set of items

4.8.3 Reporting requirements:

- Provide a web-based reporting system that is featured by 'drill-down' capabilities
- Must report on percentage of students projected toward proficiency and percentage of students experiencing progress of mastery of a standard at the student, teacher, school and system levels. Please provide sample reports in Proposal
- Provide a test item distractor analysis

4.8.4 Training requirements:

- Professional development session(s) should be provided for district and/or school level personnel to include the use and administration of the assessments, use and interpretation of reports, and effective implementation practices
- Train and support administrative staff on the use of the AMT, how to interpret it's results, and how to write quality items
- Train and provide assistance to KCS staff in troubleshooting connectivity and/or any other technology issue(s)

4.9 **MANAGEMENT TOOL CAPABILITIES:** All of the following items **must** be outlined in detail based on current product capabilities and at start-up available for full implementation:

4.9.1 Specific features
4.9.2 Resources available and embedded in the software functionality
4.9.3 All value added features detailed

4.10 **MUTUAL AGREEMENT:** The outlined proposal of information regarding professional development and training provided must include all items in detail. The implementation plan for the recipient will be planned and outlined for implementation with both parties in agreement. An evaluation rubric will be developed by KCS and utilized when evaluating the awarded vendor's implementation of the plan. The evaluation rubric to include a measurement of the level of staff expected competency levels as obtained from implementing the AMT, and is met by designate KCS staff based on the training provided.

4.11 **QUARTERLY REPORTS:** The development and implementation of the awarded evaluation tool will be accompanied with a proposed implementation plan which will be mutually agreed to between parties upon award. Any proposed timeline will be subject to quarterly reports generated by the Vendor to show completeness of design, implementation and the additional work remaining.

4.12 **TECHNICAL SPECIFICATIONS:** District is requesting a Proposal for a Software as a Service (SaaS) or Application Service Provider (ASP) model whereby the Vendor will host, maintain and administer all necessary components. The software **must** allow for account administration and role-level security to be maintained by KCS district staff.

The successful Proposer will have security features capable of preventing unauthorized access to the database. Vendor is to specify any requirements regarding data security/privacy and intrusion detection. Vendor is also to state clear responsibilities of KCS IT in preventing and detecting unauthorized access.

The successful AMT will support the following web browsers at a minimum: **Safari 9.1, Internet Explorer 11+, Google Chrome 51+, Microsoft Edge, Firefox 46+, and Mobile Safari.** As browser updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates.

The successful AMT will support the following operating systems at a minimum: **Windows 7, 8 , 10+, Apple Mac OS X 10.8+, Chrome OS 48+, and Apple iOS 8+.** As system updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates. Vendor is to also list any and/or all required plugins for full product functionality.

4.13 **TRAINING:** The successful Proposer must offer a detailed training plan within their Proposal for both an individual school (approximately fifty (50) educators) and an implementation outline for the entire district (approximately five thousand (5,000) educators). Proposers are to include an outline of their training plan and of their proposed implementation schedule in Section V, Part III of their Proposal and their plan is to include, as a minimum:

4.13.1 Detailed outline and/or overview of training methodology
4.13.2 State if training is to be on-site or online
4.13.3 Estimated implementation schedule including software set-up and trainings

SECTION V REQUEST FOR PROPOSAL FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any Proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and six (6) exact copies as well as an electronic copy on CD/DVD, flash drive, etc.
- Page numbers should be placed on bottom center of pages.

PART I **LETTER AUTHORIZING THIS PROPOSAL:**

- This **must** be signed by an authorized person who can legally bind the company.

PART II **VENDOR INFORMATION:**

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contact Person, Knox County Business License (If Applicable), Taxpayer Identification Number (EIN), Provide a statement as to whether or not you will accept payment via credit card (Visa), Acknowledgement of Addenda (if applicable)

PART III **SERVICES:**

- Vendor is to provide detailed information regarding the services to be rendered
- Describe features that will be included within product(s)
- Describe user interface
- Describe the design and capabilities of the proposed Item Bank
- Detail information regarding technical support including average service time, KCS responsibilities in reporting service issues and/or inquiries and service contact information

PART IV **TECHNICAL SPECIFICATIONS:**

- Provide a description of what sort of access KCS will have to the proposed software and what security features, if any, KCS will be responsible for monitoring and/or updating
- Describe, in detail, security features of your software and demonstrate how it is sufficient in preventing unauthorized user access to information
- List web browsers supported, operating systems supported and any plugins required

PART V **EXPERIENCE, QUALIFICATIONS, AND REFERENCES:**

- Provide a brief overview of your company including number of years in business and number of years designing and/or implementing assessment management tools
- Document experience in designing and/or implementing AMTs for school districts of similar size to KCS
- Provide biography and/or resume of direct contact to be assigned to Knox County

PART VI **COST:**

- Vendor is to present a total cost including any services and/or products, no additional or hidden costs will be paid
- Provide an individual rate per Professional Development (PD) staff profile/training package also documenting any additional training costs such as travel and/or materials
- List costs for maintenance and/or upgrades

PART VII **OTHER INFORMATION:**

Proposers may include under this tab any other information deemed pertinent to this solicitation. Vendor(s) are to submit questionnaire from page seventeen (17) in Section V, Part VII.

PART VIII **EXCEPTIONS:**

Proposers are to include any and all exceptions taken to this solicitation under this Part. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to provide any of the above information may result in the provider being disqualified from this process.

Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposal.

Reference Check Proposal 2436 Assessment Management Tool **Proposer**_____

Reference #1

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Reference #2

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Reference #3

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2016.

_____

_____

Title

My Commission expires _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with proposal by proposer)

I, _____, president or other principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2436

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
NO	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
NO	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
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	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 Request for Proposal number and title.

24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage.

Agency Name: _____ Authorizing Signature: _____

Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: _____ Authorizing Signature: _____

Questionnaire RFP 2436, Assessment Management Tool **Proposer**_____

1. Is your proposed software currently in use with a K-12 public education agency?
2. If yes, how many students and faculty are in your largest three (3) district customers?
3. How many years has your company been in business? How many years has your business provided similar services?
4. Would Knox County be assigned a direct contact for inquiries or a team of service personnel? Please provide proposed account representative(s) experience and qualifications.
5. After initial contact is made that there is an issue/inquiry with the service, what is the average length of time for troubleshooting and resolution?
6. Would initial training be in-person or via video(s)? If in-person, has the vendor included all travel related experience in cost?
7. Have you provided an estimated schedule for implementation? What is the timeframe estimated in your schedule?
8. Will Knox County Schools IT department have access for account administration and role level security?
9. Are any of the required web-browsers listed on page nine (9) of this Request for Proposals not supported by your software?
10. Are any of the required operating systems listed on page ten (10) of this Request for Proposals not supported by your software?
11. Have you supplied a list of all required plugins?
12. Have you provided both an individual school option for pricing and a district option?

***Please include responses to these questions in Section V, Part VII of your submittal.**

CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSALS #2436 & ADDENDUM I

PROPOSAL FOR

Knox County

IN RESPONSE TO

RFP #2436: Assessment Management Tool

Due: September 14, 2016 at 2:00 p.m. ET

ORIGINAL

Submitted By:
James Stoffer
js@masteryconnect.com

MASTERYCONNECT

MASTERYCONNECT

Josh French, Senior Buyer
Knox County Procurement Division
1000 N Central St, Ste 100
Knoxville, TN 37917

Dear Josh,

On behalf of MasteryConnect, I'd like to share our excitement about this opportunity to propose our assessment management solution for Knox County. We have strong relationships with district and school partners across your county, including Cheryl Martin (Federal Programs Dept), Jason Webster (Gibbs HS), Michael Carter (South-Doyle HS), Brandi Self (Mooreland Heights ES), and Mike Toth (Halls HS), and we welcome the chance to engage more educators in optimizing the classroom experience.

MasteryConnect is a flexible, cloud-based system that empowers educators to collaborate around real-time data from standards-aligned assessments in order to guide instructional practices and personalize learning for each student. Teachers praise MasteryConnect for its ease of use, clean and intuitive interface, and seamless integration into their existing processes. Administrators appreciate our options for district benchmarking and comprehensive yet user-friendly reporting. Parents enjoy the option of a convenient online portal for communication about their children's performance, including standards-specific progress reports. And students find it much easier to be invested in their education when their focus shifts from the grades they're earning to the concepts they're learning.

We provide access to all of the Common Core and state standards along with a wide range of assessments and resources aligned to those standards. Through MasteryConnect, Knox County can leverage an extensive library of materials from teachers across the country as well as publisher item banks, and you have the ability to build or upload your own assessments to fulfill your specific requirements. When teachers deliver assessments, our innovative Mastery Tracker applies their defined scoring criteria and instantly displays the resulting student mastery levels at a glance. Whether an assessment is administered with paper bubble sheets and scored via webcam, given online, or evaluated manually by rubric as a performance takes place or after an essay is completed, teachers have immediate access to valuable outcome details to facilitate prompt remediation or enrichment as needed.

Importantly, MasteryConnect understands that time is at a premium for teachers, so our system was specifically designed to be simple and efficient, allowing teachers to devote their efforts to their most essential task: helping students learn. We also provide comprehensive professional development services as well as online training courses, we assign a client success manager to serve as an expert consultant for your organization, and we staff a knowledgeable support team for quick answers to questions and assistance with any concerns that may arise.

I look forward to discussing our solution and proposal with you in greater detail—please don't hesitate to contact me if you have any questions. Thank you for your consideration.

Sincerely,

James Stoffer
Vice President of Sales
513-658-0343
js@masteryconnect.com

PART II—Vendor Information

- *Vendor Name*
  MasteryConnect, Inc.
- *Vendor Address*
  222 S Main St, Ste 200
  Salt Lake City, UT 84101
- *Knox County Vendor Number*
  74066
- *Telephone Number*
  801-736-0258
- *Fax Number*
  877-350-6971
- *Contact Person*
  James Stoffer, Vice President of Sales
- *Email Address of Contact Person*
  js@masteryconnect.com
- *Knox County Business License (If Applicable)*
  N/A
- *Taxpayer Identification Number (EIN)*
  45-2554543
- *Provide a statement as to whether or not you will accept payment via credit card (Visa).*
  MasteryConnect will accept payment via credit card, but a 3% processing fee applies.
- *Acknowledgement of Addenda (If Applicable)*
  MasteryConnect acknowledges receipt of Addendum I issued by Knox County.

PART III—Services

- *Vendor is to provide detailed information regarding the services to be rendered*

MasteryConnect is pleased to have been invited to respond to Knox County's request for proposal (RFP) for an assessment management tool. In order to comprehensively address your goals and requirements, Parts III through VII of our proposal feature information about our services woven into responses that directly incorporate your RFP's scope of work, and we'd be happy to supply additional details at any time.

4.1 SCOPE OF WORK: The selected Proposer will work to develop, implement, and facilitate a web-based Assessment Management Tool (AMT). The service provider is to provide the initial training, professional development, technical assistance and materials to promote effective administration and the use of formative student assessments to assist in reporting and tracking mastery towards Tennessee State Standards and the standards of the Local Education Agency (hereafter referred to as the LEA and/or District).

We'll provide the tools, training, and support to help Knox County effectively implement and utilize the MasteryConnect platform, which is designed to enable educators to easily locate or create and then administer formative assessments aligned to your standards. Our platform has the Tennessee State Standards already built in to support your efforts, and individual districts (or even teachers) have the ability to adjust language and/or add notes to customize standards for their unique needs. Further details about our system features, professional development recommendations, and technical assistance options are supplied throughout the rest of Part III.

4.2 ASSESSMENT MANAGEMENT TOOL REQUIREMENTS: The successful AMT will perform multiple functions to help meet the demands of individual schools needs and with multiple purposes for administering formative assessments. The following is a list of general requirements requested for an AMT:

4.2.1 Formative assessment system with capacity to develop assessments that monitor student performance towards mastery of state standards. As Tennessee curriculum standards change, available assessment standards and assessment items must be adjusted to maintain alignment between the vendor's test items and the Tennessee State Standards.

The MasteryConnect system was specifically designed to help teachers identify levels of student understanding in order to inform instruction and personalize learning in real time. With our innovative Mastery Tracker, teachers can easily monitor students' progress by individual standards and assessments at a glance. Green boxes indicate that students have mastered a standard (i.e., they're ready to keep going), yellow boxes show that students are nearing mastery (i.e., it may be necessary to slow down a bit and take notice of what's going on in the area), and red boxes serve as alerts that remediation is required (i.e., students have encountered something that has stopped them in their tracks).

Importantly, a tracker can include standards from any grade level or subject for progress comparisons over time or among courses. In addition, our Curriculum Maps feature lets educators customize content structuring, benchmarking, and information sharing across specified groups to fulfill school or district objectives.

All current state and Common Core standards are built into the MasteryConnect platform. As the educational landscape evolves, we plan to continually update the standards content in our system to meet client needs. We would also be happy to work with Knox County to incorporate any custom standards you may require (note that fees may apply).

4.2.2 Ability to provide both standards and item banks that can support the learning for K-12 in the areas of English language arts (ELA), mathematics, science and social studies.

Through MasteryConnect, Knox County can access Tennessee-specific K-12 assessments and standards-aligned content for ELA, math, science, and social studies in the resources shared within our exclusive Learning Community, and the item banks integrated into our platform offer a wide variety of Tennessee-aligned ELA and math items as well as some science items. In addition, users can upload existing assessments and content as desired, and MasteryConnect's proprietary item authoring tools enable users to easily create and share their own customized standards-aligned assessments. (See the next response for further details of assessment access and creation options).

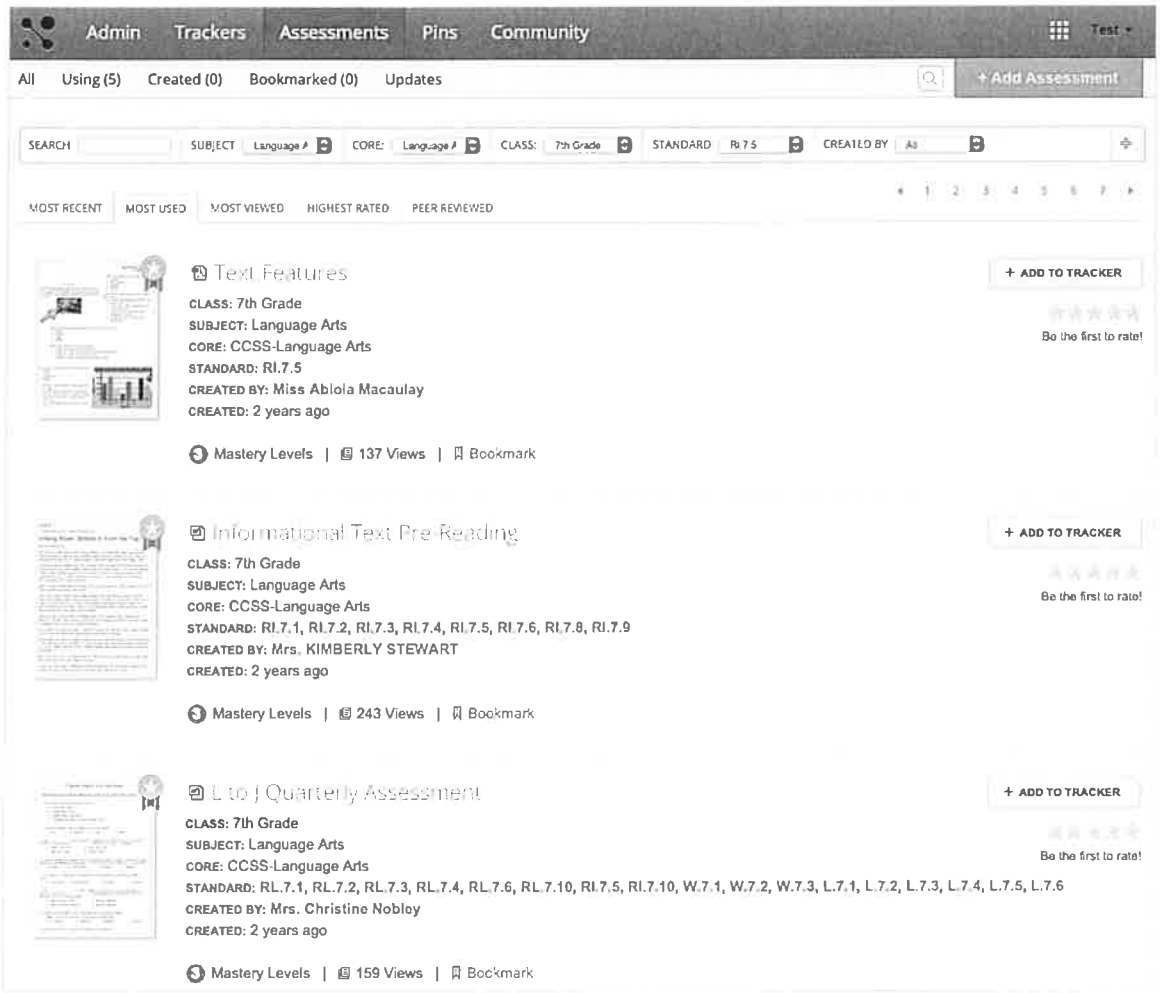
4.2.3 Provide a platform for educators to create and/or administer assessments. The assessments are to have the optional capability of being multiple choice, rubric-based, written or oral assessments.

There are four ways for you to utilize standards-aligned assessments in our system:

- You can use assessments that have been shared within our Learning Community by educators like you.
- You can create your own assessments through our dynamic item authoring tools.
- You can create new assessments that incorporate item bank content.
- You can upload assessments that you have already created.

Assessments in the Learning Community

Our platform is used by educators in 85% of the school districts in the United States and 170 countries. Through our Learning Community, Knox County has access to over 823,000 standards-aligned assessments (including hundreds aligned to Tennessee standards and spanning all key subject areas) that you can filter by subject, standard, grade level, and other criteria to find resources that support your classroom needs. You can also choose to view assessments in key categories such as Most Used and Highest Rated.

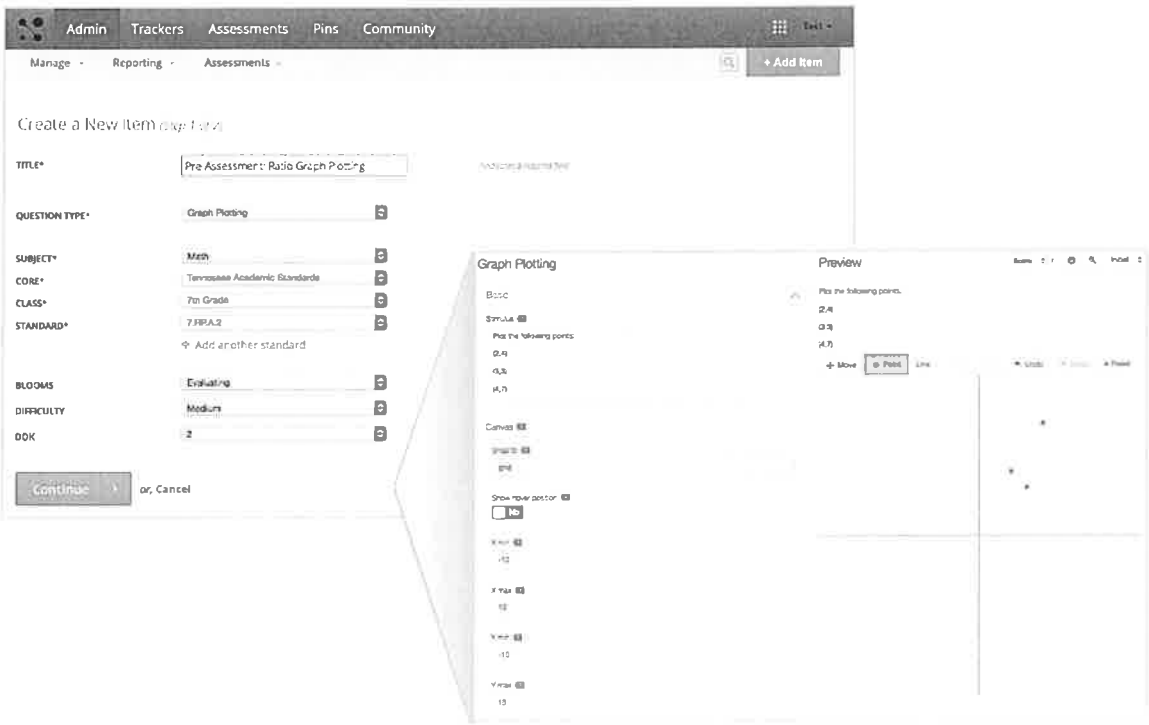


You can use these assessments as you find them, or you can modify assessment contents to meet your unique needs. By simply clicking the Add to Tracker button, the assessment is automatically added to your Mastery Tracker and ready for you to start using right away.

Assessments Built with MasteryConnect's Item Authoring Tools

Our proprietary item authoring tools offer templates that support 50 different item types, including traditional items such as multiple-choice and constructed responses as well as more advanced technology-enhanced item (TEI) types like drag and drop, evidence-based selected response, gap match, hot text, and inline choice, plus mathematical features such as equations, functions, plotting, and graphing. There are also capabilities to add online calculators and other tools for students to use during assessments.

As users create items, they have a variety of formatting options, including text emphases such as bold and italics, layout styles such as bulleted or numbered lists, text justification selections (e.g., left, right, or centered alignment), equation/formula creation tools, graphic insertion features, and data positioning options (e.g., for drag-and-drop items).



The assessments you create can be kept private to a specific user or school, shared within your district, or made available to our global Learning Community, facilitating collaboration on a scale that you control.

Assessments Built with Item Bank Content

Based on your requirements, MasteryConnect is recommending that Knox County use the KDS Inspect Item Bank, which is directly integrated into our platform, as a supplemental assessment creation tool. Inspect enables your educators to craft their own customized day-to-day formative assessments, and you can also easily compile district-level benchmark assessments for distribution to all schools for common evaluations. With a wide variety of item types to choose from and alignment with all Tennessee ELA and math standards (as well as some science standards), this item bank will make it simple for you to lay the foundation for a mastery-based learning approach and quickly begin assessing and tracking student understanding.

Further information about Inspect is provided in our response to question 4.2.5.

Assessments from Your Educators

Educators can easily upload Microsoft Office, OpenOffice, or Adobe PDF assessment files they've already created, add them to trackers, and share them with their colleagues and the MasteryConnect community. Files can be uploaded from a computer, Google Drive, or Dropbox, and menus and field prompts in the system help users classify their assessments and align them with specific subjects, grade levels, and standards.

Admin Trackers Assessments Pins Community Test

All Using (5) Created (0) Bookmarked (0) Updates

Create Assessment

*indicates a required field

ASSESSMENT TYPE* Formative Assessment

SUBJECT* Language Arts

CORE* Tennessee Academic Standards

CLASS* 7th Grade

STANDARD* – select a standard

TITLE* Argumentative Writing Pre-Test

DESCRIPTION

ASSESSMENT SOURCE* Upload A File

ASSESSMENT FILE* Choose File from your Computer

or

Choose File from Google Drive

Choose File from Dropbox

PRIVACY Share With The Community (recommended)

QUESTION TYPE* Multiple Choice

NUMBER OF QUESTIONS*

QUESTIONS

(Input the number of questions.)

SCORING 0 Total Points Possible*

Mastery*

Near Mastery*

Create Assessment

Want a Gold Badge?

Assessments that are shared with the community are peer reviewed by fellow teachers. Click on the link below to view what peer reviewers are looking for.

View Assessment Rubric

Need Help?

Create an Assessment
Create a Mixed Question Type Assessment
Find Assessments in the Community
More Help Videos ..

Helpful Hints

- If you are uploading copyrighted work, please remember to mark it as private to your district, your school, or to you.
- Microsoft Office, Adobe PDF, and OpenOffice formats are supported.
- If an assessment does not appear correctly after upload, delete the assessment. Then save your file as a PDF and upload it.
- When naming your files, it's best to separate words with dashes or underscores (e.g. assessment-sample.doc or assessment_sample.doc)
- For best results, keep the formatting in your Word document simple.

After a file is selected for upload, additional fields and drop-down menus appear, guiding users through the process of setting the answer key and scoring criteria, mastery levels, and other basic elements. When the assessment is ready to go, clicking the orange Create Assessment button completes the upload and makes it available for addition to trackers.

It is also important to note that a file upload is not required for assessment creation; you can use the Create Assessment feature to set up assessments for applications like quizzes covering a textbook reading assignment, an oral examination, or a performance critique.

4.2.4 Capable of allowing educators to deposit, inventory and deploy high quality, validated items that align to State of Tennessee and district standards.

As described in the previous response, Knox County educators will be able to upload their own validated items or create new items aligned with your standards by leveraging the KDS Inspect item bank or MasteryConnect's item authoring tools.

4.2.5 Ability for educators to create assessments from an item bank and share them in a collaborative space.

MasteryConnect will enable your educators to create items for a Knox County-specific item bank that your whole district can draw from, and you can also use the items provided by the KDS Inspect Item Bank to create assessments that can be shared district wide. If desired, you can reserve select items for use in district benchmarks and then release the bank to teachers, who will be able to choose from a wide range of item types (including TEIs) to craft formative assessments of varying difficulty and complexity levels.

Inspect contains more than 74,000 high-quality, standards-based items—including 38,677 items aligned to the Tennessee Curriculum Standards for ELA and Mathematics spanning every grade level, as shown below:

ENGLISH LANGUAGE ARTS	
Item Count by Grade	
00	685
01	1,343
02	1,238
03	2,045
04	2,277
05	1,720
06	1,470
07	1,281
08	1,189
09-10	1,914
11-12	742
TOTAL	**15,904**

MATHEMATICS	
Item Count by Grade	
00	906
01	1,457
02	1,683
03	2,255
04	3,168
05	2,295
06	3,027
07	1,936
08	1,532
09-12	4,514
TOTAL	**22,773**

Item type options include multiple choice, constructed response (with rubrics), evidence-based selected response, and TEIs such as multiple correct response, equation/numeric, drag and drop, graphing, and hot text. Items are regularly updated and added within the Inspect item bank, so your educators will have access to an evolving library of content for assessment creation.

It is also important to note that KDS employs the most demanding item-writing process in the industry: To be accepted, each item must be unanimously approved by three separate content experts, ensuring that items are free of bias and sensitivity concerns, aligned to the appropriate standard(s), and meet the rigor expected for the standard. In addition, each item writer must maintain an 85% acceptance rate in order to continue contributing to the item bank.

We would be happy to supply additional information about or a demonstration of the KDS Inspect Item Bank to Knox County upon request.

4.2.6 Options for both online and paper delivery

Knox County will have options for online or paper delivery of assessments.

4.2.7 Grading to be efficient for the user with no delay in reports based on the delivery option (online or paper)

Whether educators administer assessments online, have students complete paper bubble sheets and then score them by webcam, or evaluate rubric-based performances by hand and manually enter grades into the system, MasteryConnect will reflect real-time student results and mastery levels in Mastery Trackers and associated reports.

4.2.8 Provide immediate, real-time feedback through reports and item analysis that show mastery status of student learning.

The reports (including item analyses) in MasteryConnect provide real-time information about students' mastery levels to give educators immediate insights about opportunities for remediation or enrichment for individual students or groups of students. This instant feedback is a valuable resource for optimizing the classroom experience.

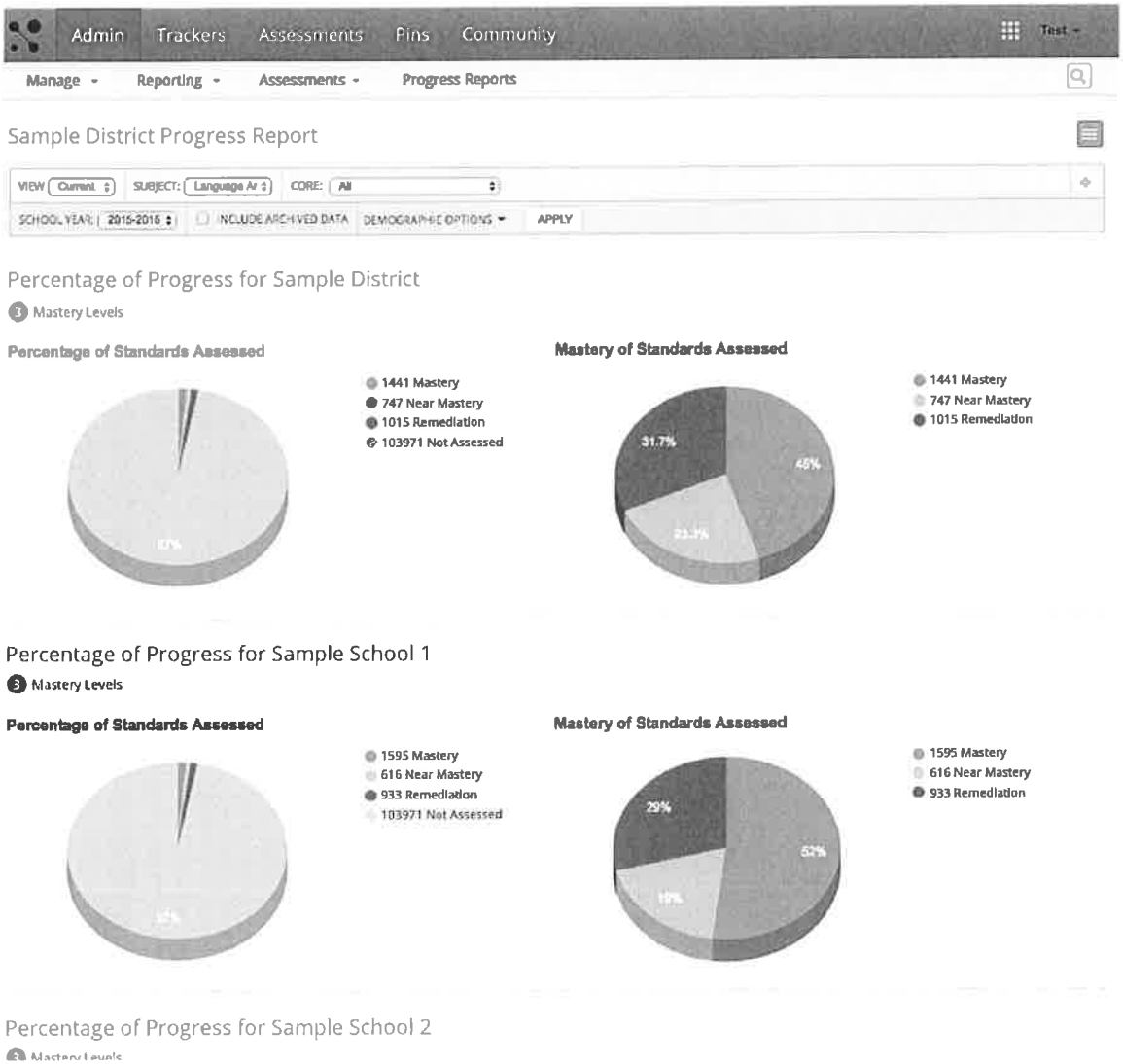
4.2.9 Reports for assessment data provided should be easy-to-read charts and/or graphs while also allowing the opportunity for educators to "drill down" within the data. These graphs should allow real-time progress monitoring of core standard(s).

The MasteryConnect platform provides instant access to a comprehensive yet user-friendly suite of reports that covers all organizational hierarchy levels, from district to school to team to teacher to course to section to student. Key reports include:

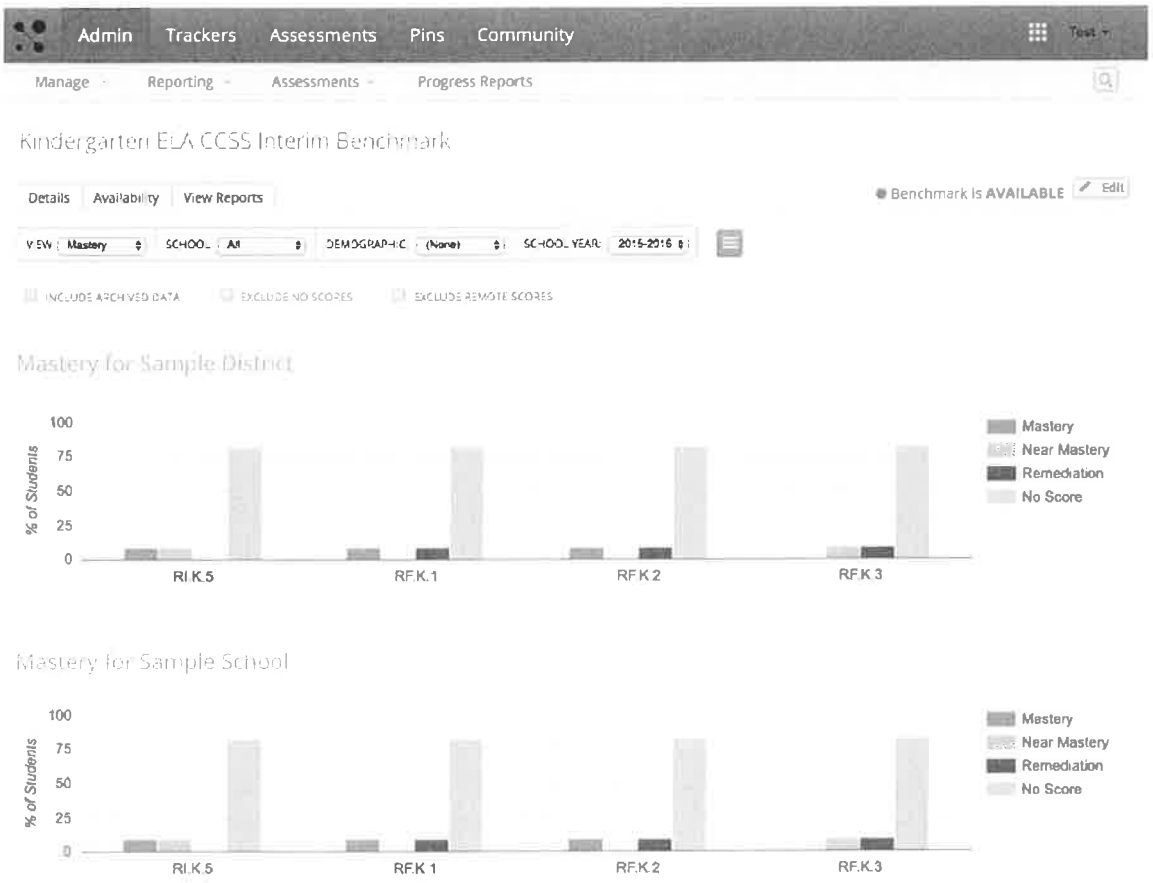
- District-level progress reports reflecting overall standards mastery and performance, with details that can be filtered all the way down to individual students
- Benchmark reports that support evaluations and comparisons of formative and summative assessments
- Item analyses that allow administrators and teachers to review both student performance on assessments and specific assessment items to maximize learning
- Teacher comparison reports to help individual teachers, teacher teams, administrators, and professional learning communities collaborate to improve instruction
- Standards mastery progress reports that can be shared with students and parents to provide an overview of student performance and progress

Examples of these reports are provided on the pages that follow, and MasteryConnect also enables educators to create custom reports to fulfill specific objectives and requirements.

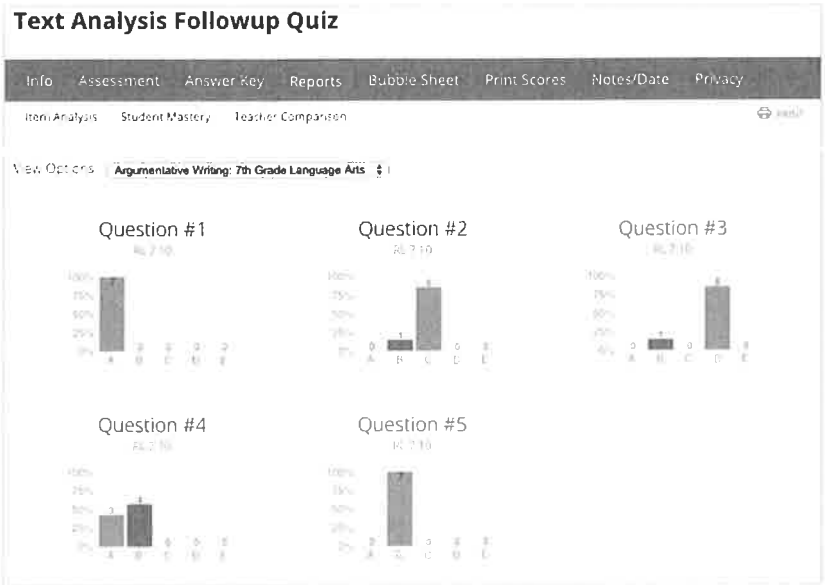
District-Level Progress Report



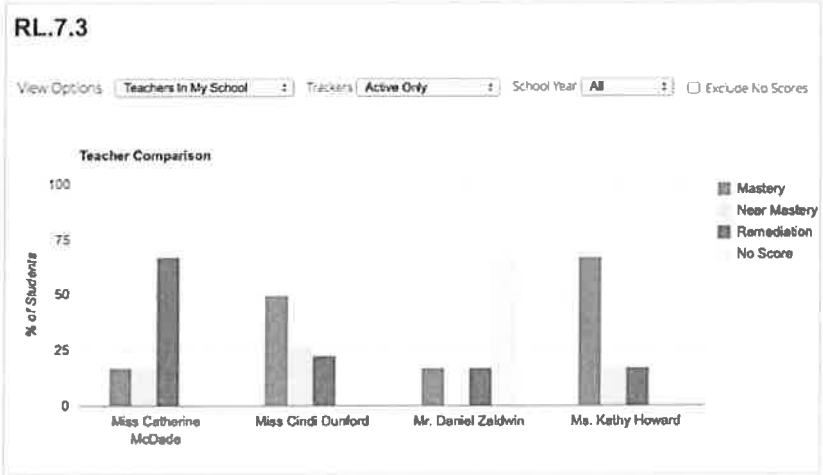
Benchmark Report



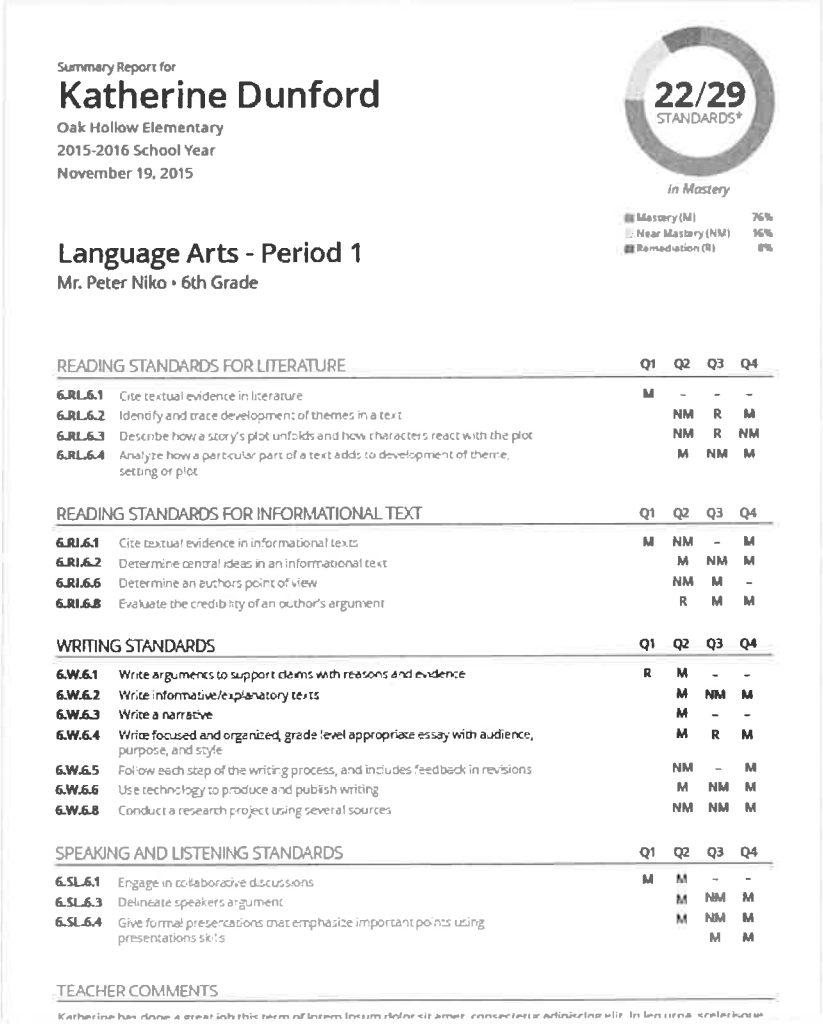
Item Analysis



Teacher Comparison Report



Standards Mastery Progress Report



Summary Report for

Katherine Dunford

Oak Hollow Elementary
2015-2016 School Year
November 19, 2015

22/29
STANDARDS*
in Mastery

Mastery (M)	76%
Near Mastery (NM)	16%
Remediation (R)	8%

Language Arts - Period 1
Mr. Peter Niko • 6th Grade

READING STANDARDS FOR LITERATURE		Q1	Q2	Q3	Q4
6.RL.6.1	Cite textual evidence in literature	M	–	–	–
6.RL.6.2	Identify and trace development of themes in a text		NM	R	M
6.RL.6.3	Describe how a story's plot unfolds and how characters react with the plot		NM	R	NM
6.RL.6.4	Analyze how a particular part of a text adds to development of theme, setting or plot		M	NM	M

READING STANDARDS FOR INFORMATIONAL TEXT		Q1	Q2	Q3	Q4
6.RI.6.1	Cite textual evidence in informational texts	M	NM	–	M
6.RI.6.2	Determine central ideas in an informational text		M	NM	M
6.RI.6.6	Determine an authors point of view		NM	M	–
6.RI.6.8	Evaluate the credibility of an author's argument		R	M	M

WRITING STANDARDS		Q1	Q2	Q3	Q4
6.W.6.1	Write arguments to support claims with reasons and evidence	R	M	–	–
6.W.6.2	Write informative/explanatory texts		M	NM	M
6.W.6.3	Write a narrative		M	–	–
6.W.6.4	Write focused and organized, grade level appropriate essay with audience, purpose, and style		M	R	M
6.W.6.5	Follow each step of the writing process, and includes feedback in revisions		NM	–	M
6.W.6.6	Use technology to produce and publish writing		M	NM	M
6.W.6.8	Conduct a research project using several sources		NM	NM	M

SPEAKING AND LISTENING STANDARDS		Q1	Q2	Q3	Q4
6.SL.6.1	Engage in collaborative discussions	M	M	–	–
6.SL.6.3	Delineate speakers argument		M	NM	M
6.SL.6.4	Give formal presentations that emphasize important points using presentations skills		M	NM	M
				M	M

TEACHER COMMENTS

Katherine has done a great job this term of lorem ipsum dolor sit amet, consectetur adipiscing elit. In leo urna, scelerisque

4.2.10 Ability to be easily exported to Knox County Schools' gradebook or student information system

Data can be exported from our system as a .csv file designed for use in most gradebooks (including Aspen) as well as Microsoft Excel and similar applications.

4.6 DEMONSTATIONS: Either an in-person or virtual demonstration of the Proposed software and its capabilities may be required. Neither Knox County nor KCS will be billed for any costs associated with providing a demonstration.

MasteryConnect would be happy to provide either an in-person or virtual demonstration of our platform for Knox County at no additional cost. Arrangements can be made through your sales representative, James Stoffer, at your convenience.

4.8 GENERAL SPECIFICATIONS: KCS is seeking a web-based Assessment Management Tool (AMT) containing:

4.8.1 Item Bank Requirements to deposit, inventory and deploy high quality validated items that align to State of Tennessee and district standards:

•Demonstrate that items are aligned to the Tennessee Department of Education curriculum and assessment standards in grades K-12 to include the four core content areas of math, ELA, science, and social studies.

As described earlier in this section, MasteryConnect will enable your educators to create items for a Knox County-specific item bank that your whole district can draw from, and you can also use the items provided by the KDS Inspect Item Bank to create assessments that can be shared district wide. Inspect currently contains 38,677 high-quality items aligned to the Tennessee Curriculum Standards for ELA and Mathematics spanning every grade level, as well as some science items, and new items are added on a regular basis. (See our response to scope of work part 4.2.5 for more information about Inspect.) In addition, through the MasteryConnect Learning Community, Knox County will have access to hundreds of Tennessee standards-aligned assessments spanning all grade levels and all four core content areas.

•The ability to provide the appropriate standard for any item in the item bank or for questions that have been uploaded to the system.

All item bank and Learning Community resources are already aligned to specific standards, and as users create new items and assessments, they are required to select standards alignments for these materials.

•The opportunity to upload school- or district-created items.

Knox County can easily upload items created by educators in individual schools or at the district level, and these items can be shared at various levels within the system based on your preferences.

•The ability to label various question item characteristics such as Bloom's level, grade level and curriculum standard(s)

When selecting items from the KDS Inspect item bank or creating new items, standards alignment and grade level are required search/creation details, and specialized categories such as Bloom's Taxonomy level are built into search options and item authoring tools. Notes can also be added to standards language, rubrics, items, and assessments to meet specific objectives or needs.

4.8.2 Assessment construction requirements:

•Demonstrated ease of use for teacher/district constructed assessments

MasteryConnect was built by educators for educators and was specifically designed to be simple and efficient, enabling teachers to focus on helping students learn. Elements that illustrate the user friendliness of our system include:

- **Mirroring of existing processes**—Teachers can easily upload the assessments and scoring criteria they've already created for real-time classroom usage, append supplemental handouts/resources, group students for remediation or enrichment based on their assessment performance, share materials with other teachers in their school or district, and compare their students' formative assessment results against district-generated benchmark assessment results.
- **Flexible assessment and grading options**—Teachers can administer assessments on bubble sheets with scoring via webcam, offer assessments online, or review free-form written, performance-based, or project-based assessments by rubric—all with instant transmission of data into their Mastery Trackers. Whether they're applying a traditional answer key or a complex evaluation matrix, teachers can rely on MasteryConnect to help them make their assessment and tracking processes more efficient and effective.
- **Intuitive user interface**—We have designed our system to be as user friendly as possible. Along the top bar, you'll see a large MasteryConnect logo that will always bring you back to your homepage and simple tabs that are clearly labeled with what you'll find when you click them (e.g., Trackers and Assessments). Each tab has helpful sub-menus (e.g., Curriculum Maps and Custom Standards under Trackers) to guide you along, and every screen offers tools to help you locate the information you need or complete the task at hand, including links, graphics, and drop-down menus.
- **Multiple help options**—We offer a variety of resources to ensure that educators have quick access to help and are comfortable using MasteryConnect, from an interactive tour of the site and its key features to built-in web PD courses to a comprehensive online Help Center featuring frequently requested topics, step-by-step instructions, and video tutorials (along with a handy button for submitting requests or tickets to our support team when needed).
- **Specialized portals for communication outside the classroom**—Teachers can share assessments and scores, progress reports, student playlists, and customized notes through our Parent and Student Portals. Parents and students can log into these portals at any time to access information about the standards and materials being presented in the classroom along with details of student mastery and progress. In addition, parents can communicate directly with teachers through their portal, and students can use their portal to take online assessments their teachers push to them.

•Provide tracking programming for exposure of items

When using an item bank, many administrators choose to reserve items for use in district benchmarks and then release the bank to teachers for their formative assessment creation needs. Knox County can decide when an item bank will be made available to teachers as well as which items in the bank will be reserved at the district level.

•Programming capability for teacher, school, and/or district to filter items by grade level and/or cognitive level

When selecting items in the Inspect item bank, grade level and Depth of Knowledge (DOK) level are available search criteria. Grade-specific searches are also offered for resources in the MasteryConnect Learning Community. (Overall, you can choose from more than a dozen criteria when filtering and searching for items within the system.)

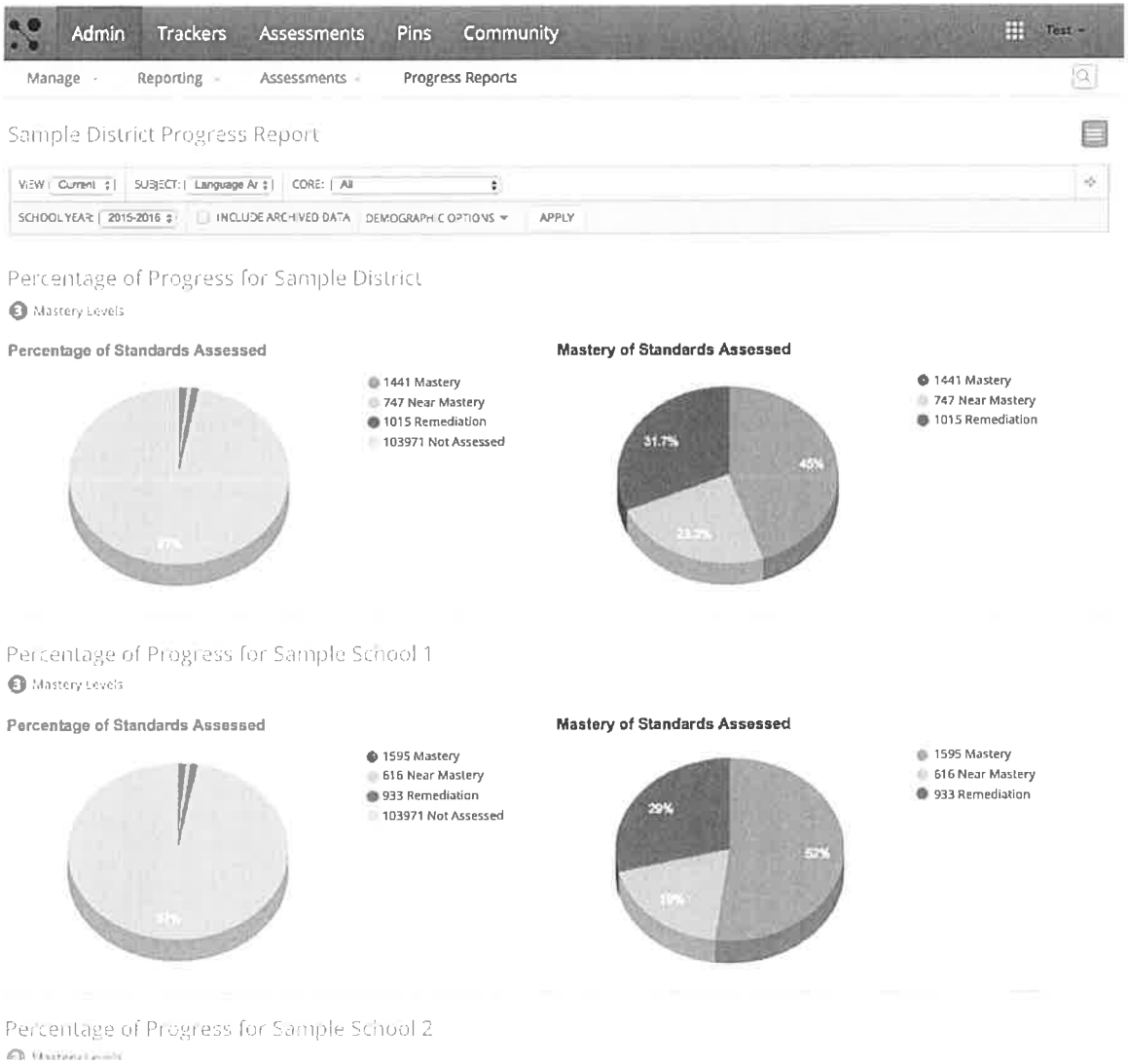
•Programming capability for assessment tool to create multiple versions of an assessment set of items

MasteryConnect offers a "Clone" feature that enables users to create multiple versions of an assessment in the system to accommodate repeated testing or minor variations in content. If significantly different versions of an assessment are needed, we recommend that you create distinct files using a specialized naming convention that reflects your desired approach.

4.8.3 Reporting requirements:

•Provide a web-based reporting system that is featured by 'drill-down' capabilities

With MasteryConnect's suite of administrative reports, Knox County can obtain information about performance at all levels, from a "big picture" view of the whole district all the way down to individual students by simply clicking into various report categories to focus on the precise details you need. For example, in the District Progress Report shown below (accessible from the Admin tab), you can use the filters shown in the light green menu bar to narrow the scope of your report data, and you can click into the pie charts to drill down into increasingly more granular/targeted data.



•Must report on percentage of students projected toward proficiency and percentage of students experiencing progress of mastery of a standard at the student, teacher, school and system levels. Please provide sample reports in Proposal

MasteryConnect was specifically designed to help educators track student progress toward proficiency and mastery of standards, and our innovative Mastery Tracker and associated reporting provide valuable information at all hierarchy levels, from a whole district down to individual students. Please see our response to scope of work part 4.2.9 earlier in this section for sample reports.

•Provide a test item distractor analysis

The Item Analysis reports in MasteryConnect provide details about individual student and aggregate responses to help educators analyze common misconceptions, which is helpful in planning appropriate "next steps" following assessments. These reports can also be useful for determining assessment item validity—for example, if no one is giving a correct response to a particular question, there could be an issue with the way the information is presented, or the available response selections may be unclear or even incorrect.

4.8.4 Training requirements:

•Professional development session(s) should be provided for district and/or school level personnel to include the use and administration of the assessments, use and interpretation of reports, and effective implementation practices

•Train and support administrative staff on the use of the AMT, how to interpret it's results, and how to write quality items

•Train and provide assistance to KCS staff in troubleshooting connectivity and/or any other technology issue(s)

To ensure that users are familiar with MasteryConnect and all of its features and benefits, we provide comprehensive professional development (PD) services as part of our solution package. Once your data is integrated into our platform, our Director of Professional Development, Robin Daugherty (see biography below), and our experienced PD team will be engaged to provide the training your administrators and key teachers need to become MasteryConnect power users as well as the foundation to educate others. With more than 25 seasoned PD team members available, we have the ability to fully customize our training sessions and scheduling to meet your requirements. Importantly, we offer a wide range of PD options to meet evolving organizational needs—including both in-person and virtual sessions—and our PD team would also be happy to coordinate training sessions on topics that are unique to Knox County. (The next response outlines our proposed PD approach for your organization.)

Robin Daugherty, Director of Professional Development

Robin has over 19 years of experience in education, 11 of which are in the educational software industry. She has developed and delivered solution-based professional services models to schools, districts, and state and federal institutional systems, and has led teams of up to 15 consultants and project managers. Personally, Robin has conducted nearly 2,000 workshops during her career. She brings a broad understanding of all aspects of education to her role at MasteryConnect. Robin earned a bachelor's degree in Special Education and a master's degree in Educational Leadership. Her expertise supports MasteryConnect's intention to deliver high-quality, sustainable, equitable, and valid PD services. Robin oversees the development and management of MasteryConnect's world-class PD team, which will provide in-depth training solutions tailored to your needs.

4.13 TRAINING: The successful Proposer must offer a detailed training plan within their Proposal for both an individual school (approximately fifty (50) educators) and an implementation outline for the entire district (approximately five thousand (5,000) educators). Proposers are to include an outline of their training plan and of their proposed implementation schedule in Section V, Part III of their Proposal and their plan is to include, as a minimum:

4.13.1 Detailed outline and/or overview of training methodology

4.13.2 State if training is to be on-site or online

Our seasoned PD team will provide customized onsite training sessions to help Knox County's designated staff become MasteryConnect power users. Virtual/online sessions are used to supplement MasteryConnect's onsite PD offerings. Dates and locations for the onsite PD sessions are at your discretion, and virtual PD is available at any time.

Minimum PD Requirement

Whether Knox County decides to go the district-wide or individual school route, all teachers will have unlimited access to Teacher Core Web PD, a comprehensive library of virtual PD courses hosted in the MasteryConnect system. The design, development, and delivery of these online lessons align to the concepts we teach in our onsite sessions, and each lesson gives users the opportunity to practice what they learn and respond to reflection questions. Furthermore, because these courses provide introductory instruction and supplemental support for our other PD offerings, they're a great foundation for new teachers as well as "refresher courses."

District-Wide PD

For the entire district, we envision an approach that consists of a combination of Train-the-Trainer PD sessions for groups of district/building trainers and Virtual PD sessions for ongoing support.

Train-the-Trainer PD

During our two-day onsite Train-the-Trainer PD session, district/building trainers will work with one of our PD experts to develop a specific plan for sharing their new MasteryConnect skills and knowledge with teachers at individual schools. We envision tailoring Train-the-Trainer PD to groups of trainers from high schools, middle schools, and elementary schools so it's specific to the types of content and questions they'll receive when they get back to their sites. Each two-day Train-the-Trainer session can accommodate up to 30 attendees; multiple/additional sessions must be scheduled on consecutive days.

Virtual PD

The online library of Teacher Core Web PD courses described previously is available to all Knox County educators, and we also recommend our Virtual Boosters, which provide critical ongoing PD and followup support. These virtual sessions will be delivered within a timeline that meets your implementation goals to ensure a successful year of mastery learning. Virtual Boosters consist of four live 90-minute webinar sessions over the course of one year and can be scheduled based on your unique needs.

Individual School PD

For individual schools, in addition to the previously mentioned Teacher Core Web PD, our optional Core PD onsite session gives attendees the skills and knowledge they need to fully utilize MasteryConnect and super-charge learning in their classrooms. Each full-day session will accommodate up to 30 attendees.

Leadership PD
We recommend that school and district administrators (and instructional coaches, if desired) participate in a half-day onsite Leadership Focus Session. Attendees will learn how and why teachers use MasteryConnect, be trained to use the system's administrative tools, and receive advice and guidance for their personalized implementation plans to effectively lead their teachers and staff members on an ongoing basis. Multiple half-day sessions of up to 50 attendees each can be scheduled (consecutively) for Knox County to accommodate all desired staff in this category.

4.13.3 Estimated implementation schedule including software set-up and trainings

The table below provides an outline of MasteryConnect's anticipated implementation plan for Knox County. All timeframes are set to begin immediately after a contract is finalized. Specific dates, activities, and staff involvement will be established in consultation with district/school leadership.

TIMEFRAME	ACTIVITY	DESCRIPTION
Weeks 1-2	Aspen integration	Knox County's designated client success manager, Jody Sailor, will work with Knox County and your IT personnel to set up all administrator, teacher, and student accounts in MasteryConnect. (Importantly, much of the data setup required has already been established in your district.)
Weeks 1-2	Formal implementation plan created	Jody will work with district and school leaders to build customized three-month, six-month, nine-month, and full-year implementation plans.
Weeks 1-2	PD sessions scheduled	Jody will coordinate with Robin Daugherty, the director of our PD team, to schedule initial and ongoing training sessions.
Weeks 3-6	PD sessions delivered	Ideally, PD sessions are scheduled within the first three to six weeks to prepare teachers and administrators for "go live." Session dates will be based on the needs outlined by Knox County in our mutually agreed-upon implementation plans.
Weeks 3-6	MasteryConnect accounts launched for all district users	Within the implementation plan, we'll outline a communication plan for rolling out MasteryConnect accounts to teachers and administrators.
Weeks 6-10	All key functionality for creating and delivering assessments is available	Teachers can create, upload, and deliver formative assessments throughout the year. Administrators can create, upload, and deliver benchmark assessments as needed. All functionality is available at the time of system deployment.
System launch	Analysis and reporting tools available	Reporting functionality is available as assessments begin to be delivered.
Weeks 12-16	Virtual PD sessions scheduled	Virtual PD sessions are scheduled as part of the initial implementation plan for schools that need/require support.
Week 16	Implementation plan review	Jody will meet with you to review all of your implementation and training plans.
Weeks 20+	Mid-year assessments delivered and additional reviews conducted	At this stage, Knox County can deliver mid-year assessments and establish plans for PD and implementation for the remainder of the school year.

We look forward to collaborating with Knox County to craft an implementation plan and deployment and training approach tailored to your unique objectives and requirements.

- *Describe features that will be included within product(s)*

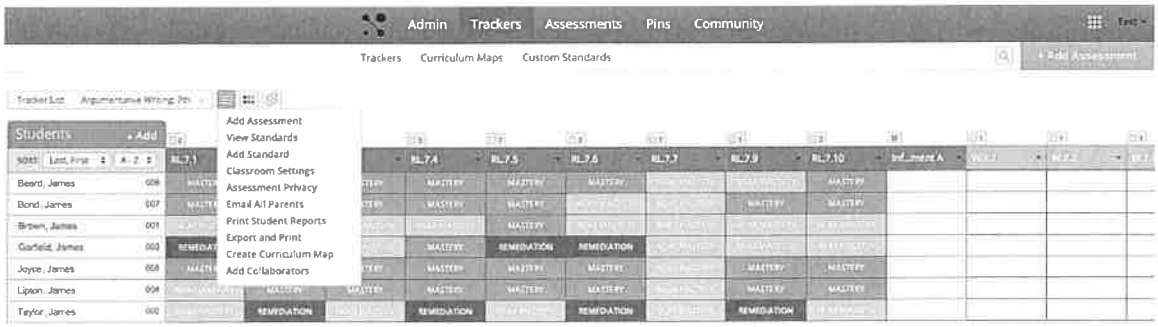
Key system features include our Mastery Tracker, assessments and related functionality, the exclusive MasteryConnect Learning Community, Resource Pins, reporting tools, and Parent and Student Portals. Overviews of these features are provided here for your review, and we'd be happy to supply additional information about our system at any time.

Mastery Tracker

Our innovative Mastery Tracker is an interactive dashboard for quick access to standards, assessments, supplementary resources, tracking of student understanding, and reporting tools. With a few simple mouse clicks, educators can obtain in-depth information about student progress and immediately inform their instruction to meet classroom needs.

Hovering your mouse over a standard name in a header column gives you options to view the standard's language, incorporate notes and "I can" statements to clarify requirements, add a standards-aligned assessment and administer it, attach supplementary resources, indicate that this is a power standard, associate a date with the standard's presentation or assessment, or split the standard into sub-standards for tailored lesson planning.

Additional features available via the orange menu button just above the tracker include adjusting classroom settings for the tracker (e.g., hiding assessments or excluding scores), setting assessment privacy levels, emailing results to parents, printing student reports, exporting and printing data, and collaborating with other educators (e.g., sharing tracker details with special education teachers).



Importantly, a tracker can include standards from any grade level or subject—all state and Common Core standards are built into the system—and our Curriculum Maps feature lets administrators or teachers customize content structuring, benchmarking, and information sharing across specified groups to fulfill district or school objectives.

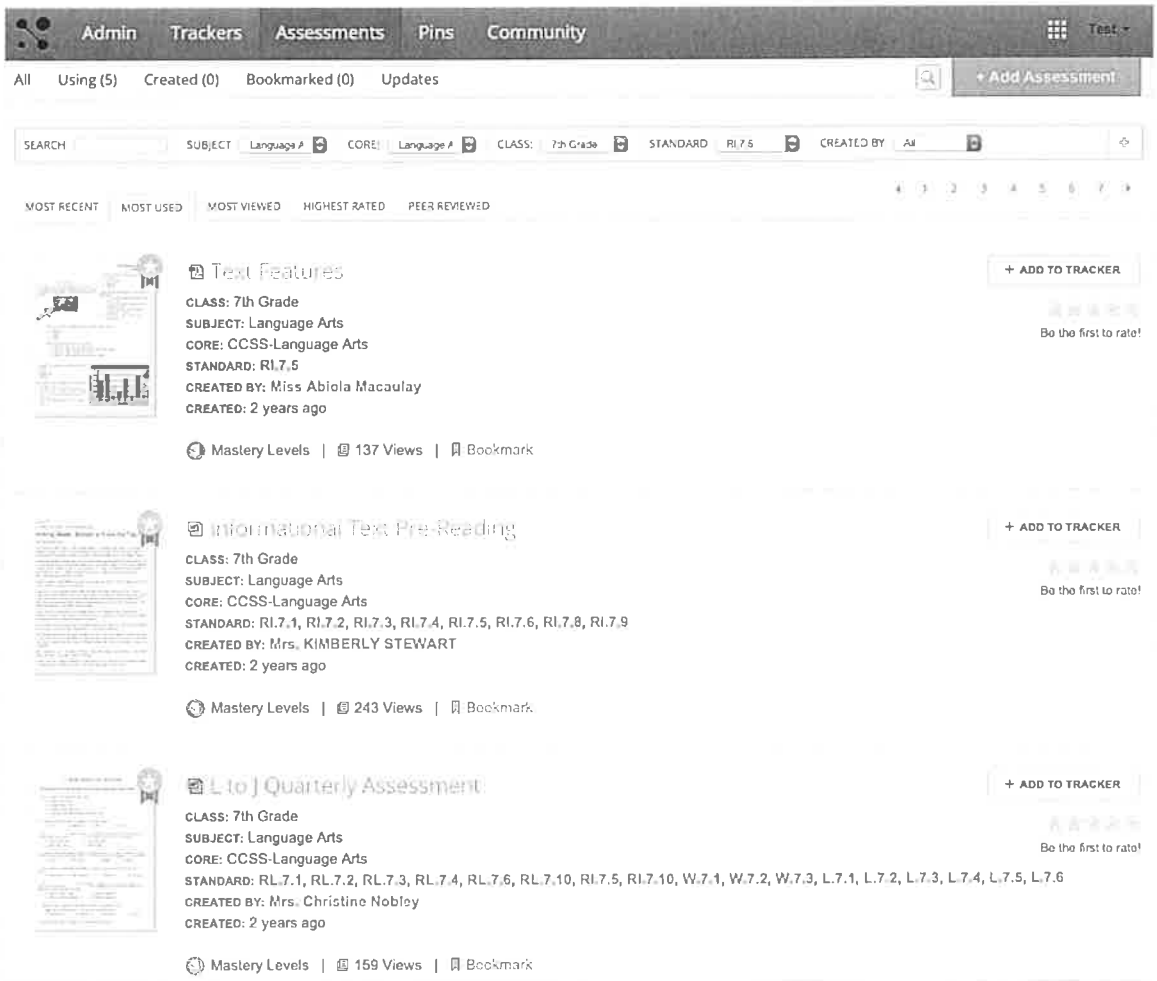
Class roster data can be imported directly from your student information system (SIS) or entered into the system manually.

Assessments

MasteryConnect gives you the flexibility to search for and implement standards-aligned assessments from our global community of educators or upload your own assessments. You can also create new assessments using our robust item authoring tools or item banks. Assessments can be shared within a school, district, or state (or even around the world), supporting collaboration and comparative analyses at all instructional levels.

Utilizing Community Assessments

Our platform is used by educators in 85% of the school districts in the United States and 170 countries. Through our exclusive Learning Community, you have access to thousands of standards-aligned assessments that you can filter by subject, standard, grade level, and other criteria to find resources that support your classroom needs. You can also choose to view assessments in key categories such as Most Used and Highest Rated.



By simply clicking its Add to Tracker button, you automatically add an assessment to an associated Mastery Tracker. Educators can also use the orange Add Assessment button to begin the process of incorporating their own assessments into their trackers.

Uploading Existing Assessments
Educators can easily upload Microsoft Office, OpenOffice, or Adobe PDF assessment files they've already created, add them to trackers, and share them with their colleagues and the MasteryConnect community. Files can be uploaded from a computer, Google Drive, or Dropbox, and menus and field prompts in the system help users classify their assessments and align them with specific subjects, grade levels, and standards.

After a file is selected for upload, additional fields and drop-down menus appear, guiding users through the process of setting the answer key and scoring criteria, mastery levels, and other foundational elements. When the assessment is ready to go, clicking the orange Create Assessment button completes the upload and makes it available for addition to trackers. (Note: You can also build assessments without uploading a file.)

Creating Assessments
The process for creating an assessment starts the same way as the process for uploading an assessment; you simply follow MasteryConnect's menus and field prompts to classify your new assessment and align it with a specific subject, grade level, and standard(s). In this case, however, your assessment source will be an item bank—either your own or one you have purchased.

Creating Assessments with MasteryConnect's Tools
MasteryConnect's built-in item authoring tools offer templates that support 50 item types, including traditional items such as multiple-choice and constructed responses as well as more advanced TEI types like drag and drop, evidence-based selected response, hot text, and inline choice, plus mathematical features such as equations, functions, plotting, and graphing. There are also capabilities to add online calculators and other tools for students to use during assessments. In addition, you can specify the complexity of your items, including Bloom's Taxonomy and Webb's DOK levels. You can create as many items as needed and then quickly and easily build your own customized assessments from them.

Creating Assessments from an Item Bank
For additional support in creating assessments, you can purchase access to materials from a publisher item bank. Depending on your organization's approach, some items may be prioritized at the district level for benchmark assessment creation before the remaining items are distributed to teachers for their formative assessments. Question types available via our item banks include true/false, multiple choice, and open answer as well as TEIs like inline choice, graph plotting, drag and drop, highlighting, math formula, and ordering. You can select the number of items to include, item types, DOK levels, standards alignment, points per question, randomization options, and item tags.

All item bank content is directly integrated into the MasteryConnect platform and ready for you to incorporate into customized assessments. (Note: To protect third-party copyrights, assessments created with item bank materials are automatically set as private to the district, school, or user, as applicable.)

Delivering Assessments
MasteryConnect enables educators to deliver their assessments using traditional paper or more advanced digital formats:

- Assessments can be administered and graded on paper, and then the scores can be entered into MasteryConnect for tracking and analysis.
- Assessments can be administered via paper bubble sheets and then scored by webcam or our free iPad app—we even offer options for printing custom bubble sheets with student IDs and teacher and assessment names.
- Using our unique Performance Grader tool, students can be evaluated via rubric (with results automatically populated in your Mastery Tracker) as they complete tasks such as reciting a monologue, singing a solo, doing a pole vault, or building a hat rack.
- Electronic assessments can be posted online for completion via web browser or our free apps for iOS and Android devices.

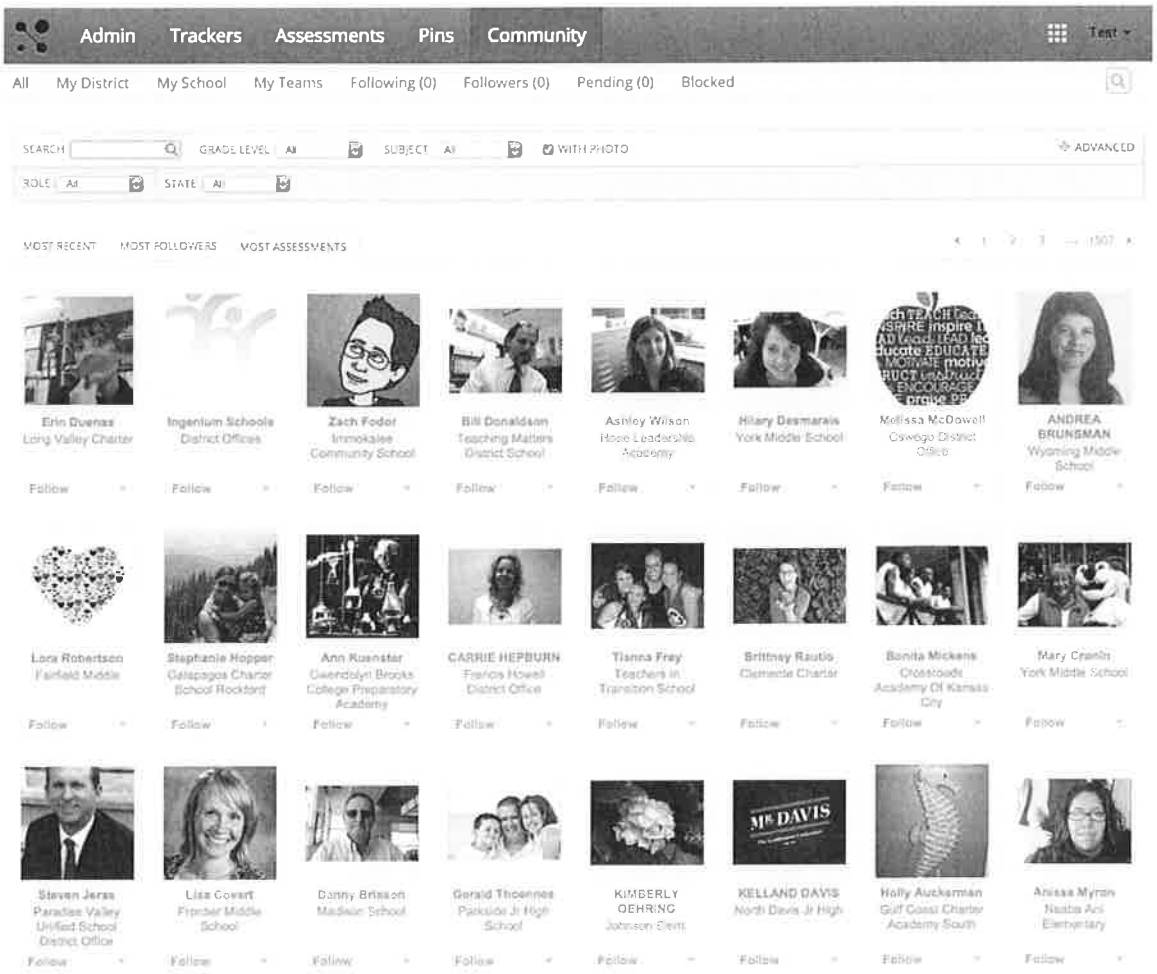
All of these options give educators real-time access to results that they can use to immediately inform their instruction and plan for student intervention as needed.

District Benchmarking
Administrators can easily create district benchmark assessments in MasteryConnect using our built-in item authoring tools or item bank materials, or they can upload assessments they're already using. Once an assessment has been incorporated into the system and designated as a benchmark, administrators can schedule it for release to all or specific schools and enable comparisons of benchmark and formative assessment data in trackers. These comparisons are very helpful in evaluating instructional alignment with standards and end-of-level predictive analyses. Performance discrepancies typically signal a need for an examination of course materials, teachers, assessments, and/or student behaviors.

Learning Community

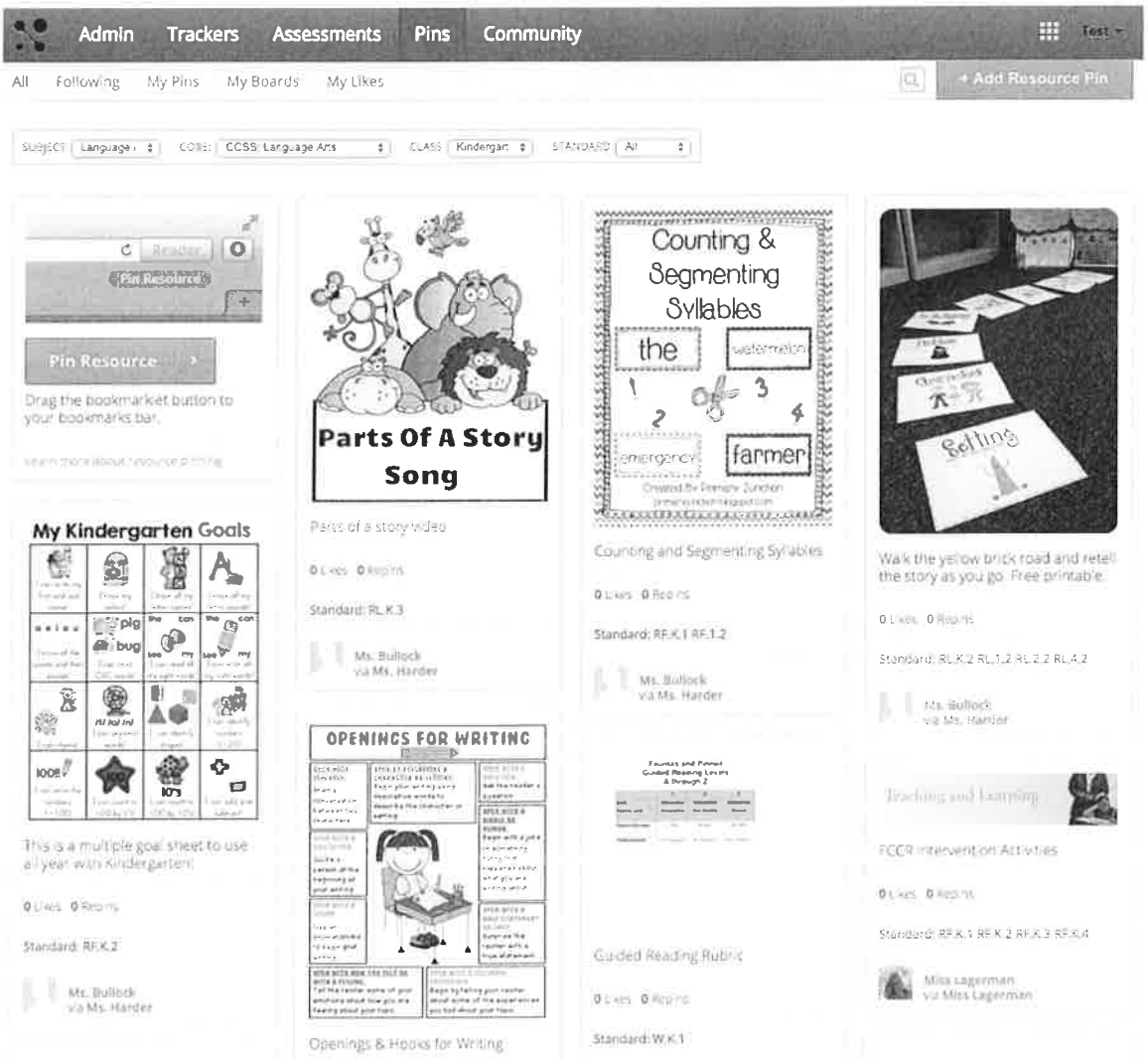
MasteryConnect's online community of nearly 250,000 teachers and administrators spans 85% of the school districts in the United States and 170 countries around the world. This unique Learning Community enables educators to collaborate on a daily basis within their schools, districts, and states as well as nationwide and worldwide, sharing standards-aligned assessments and other materials they've found success with in their classrooms.

When you sign up for MasteryConnect, you receive an automatic community membership that allows you to follow the activities of colleagues in your school or district or any educator in the community, filtering by those who have most recently joined, those with the most followers, and those who have shared the most assessments. You can also immediately start using and sharing resources—augmenting your own instruction and helping others like you to do the same.



Resource Pins

The Resource Pins tab in the MasteryConnect platform connects educators to a collection of standards-aligned resources they can use to supplement and enhance their instruction. From charts and graphs to flash cards to learning games to interactive applets to videos and much more, these materials can help teachers create dynamic lesson plans or student enrichment options. All teachers can pin new standards-aligned resources they discover, create personal pinboards, and like or follow other teachers in the community. In addition, teachers can group pins into playlists to be shared through our Student Portal as online assignments or opportunities for further exploration (more information about this option appears later in this section).



Reporting

As outlined previously, MasteryConnect provides instant access to a comprehensive yet user-friendly suite of reports that covers all organizational hierarchy levels, from district to school to team to teacher to course to section to student. Key reports include:

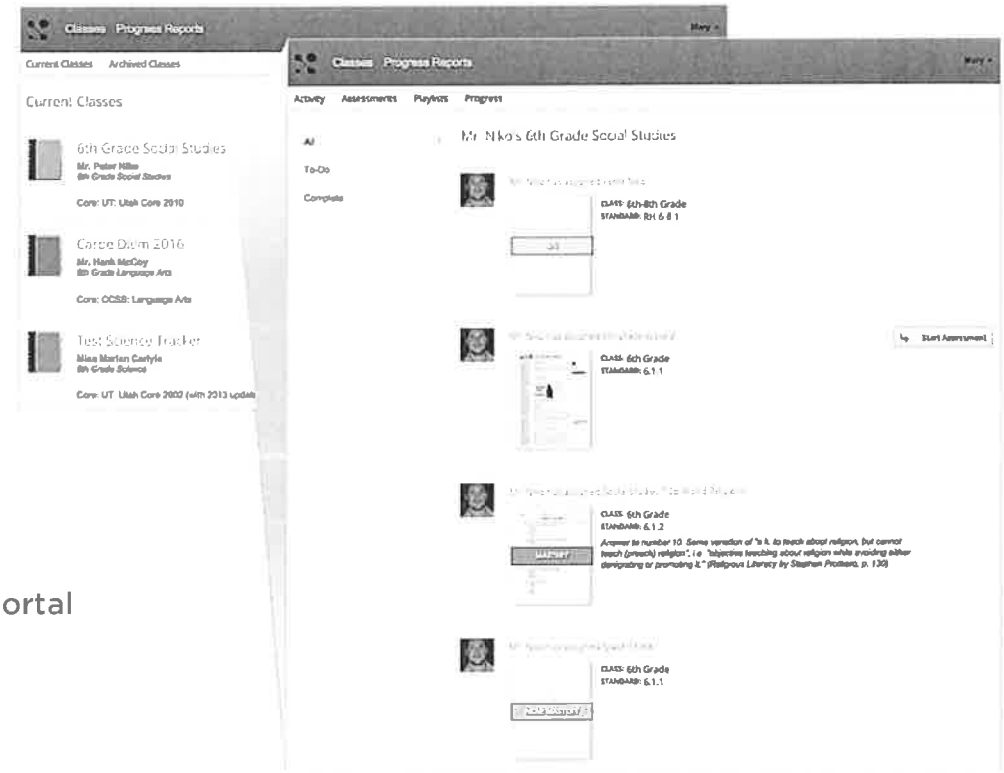
- District-level progress reports reflecting overall standards mastery and performance, with details that can be filtered all the way down to individual students
- Benchmark reports that support evaluations and comparisons of formative and summative assessments
- Item analyses that allow administrators and teachers to review both student performance on assessments and specific assessment items to maximize learning
- Teacher comparison reports to help individual teachers, teacher teams, administrators, and professional learning communities collaborate to improve instruction
- Standards mastery progress reports that can be shared with students and parents to provide an overview of student performance and progress

Examples of these reports are provided in our response to scope of work part 4.2.9 near the beginning of this proposal, and the MasteryConnect platform also enables educators to create custom reports to fulfill specific objectives and requirements.

Parent and Student Portals

We encourage open communication among educators, parents, and students to help all participants in the education process feel fully engaged. Teachers can share assessments and scores, Progress Reports, student playlists, and notes through our Parent and Student Portals. Parents and students can log into these portals at any time to access information about the standards and materials being presented in the classroom along with details of student performance. In addition, parents can communicate directly with teachers through their portal, and students can use their portal to explore playlists or take online assessments their teachers push to them.

Parent Portal



Student Portal

4.9 MANAGEMENT TOOL CAPABILITIES: All of the following items must be outlined in detail based on current product capabilities and at start-up available for full implementation:

4.9.1 Specific features

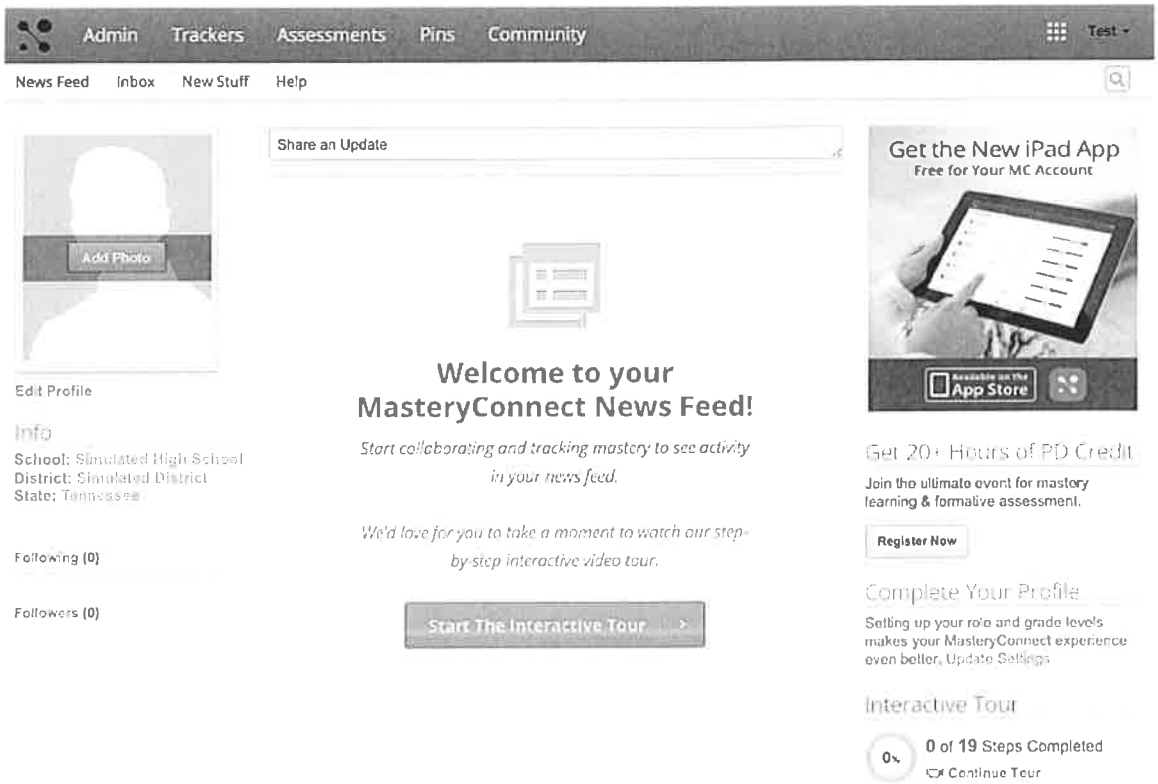
4.9.2 Resources available and embedded in the software functionality

4.9.3 All value added features detailed

All of the MasteryConnect features and resources outlined in this proposal will be available to Knox County as your deployment "goes live" at the end of the implementation process.

- *Describe user interface*

We have designed our system to be as user friendly as possible. Along the top bar, you'll see a large MasteryConnect logo that will always bring you back to your homepage (aka the News Feed) and simple tabs that are clearly labeled with what you'll find when you click them (e.g., Trackers and Assessments). Each tab has helpful sub-menus (e.g., Curriculum Maps and Custom Standards under Trackers) to guide you along, and every screen offers tools to help you locate the information you need or complete the task at hand, including links, graphics, and drop-down menus.



Our system design also incorporates easy-to-read fonts, plenty of white space to emphasize important text and features, and key functional buttons in orange for simple identification and navigation. In addition, our Help Center always launches in a separate window, which enables users to read step-by-step instructions or view video tutorials for processes they are engaging in without having to start over or "lose their place" in the system.

- *Describe the design and capabilities of the proposed Item Bank*

MasteryConnect will enable your educators to create items for a Knox County-specific item bank that your whole district can draw from, and you can also use the items provided by the KDS Inspect Item Bank to create assessments that can be shared district wide. If desired, you can reserve select items for use in district benchmarks and then release the bank to teachers, who will be able to choose from a wide range of item types (including TEIs) to craft formative assessments of varying difficulty and complexity levels.

Inspect contains more than 74,000 high-quality, standards-based items—including 38,677 items aligned to the Tennessee Curriculum Standards for ELA and Mathematics spanning every grade level, as shown below:

ENGLISH LANGUAGE ARTS	
Item Count by Grade	
00	685
01	1,343
02	1,238
03	2,045
04	2,277
05	1,720
06	1,470
07	1,281
08	1,189
09-10	1,914
11-12	742
TOTAL	**15,904**

MATHEMATICS	
Item Count by Grade	
00	906
01	1,457
02	1,683
03	2,255
04	3,168
05	2,295
06	3,027
07	1,936
08	1,532
09-12	4,514
TOTAL	**22,773**

Item type options include multiple choice, constructed response (with rubrics), evidence-based selected response, and TEIs such as multiple correct response, equation/numeric, drag and drop, graphing, and hot text. Items are regularly updated and added within the Inspect item bank, so your educators will have access to an evolving library of content for assessment creation.

It is also important to note that KDS employs the most demanding item-writing process in the industry: To be accepted, each item must be unanimously approved by three separate content experts, ensuring that items are free of bias and sensitivity concerns, aligned to the appropriate standard(s), and meet the rigor expected for the standard. In addition, each item writer must maintain an 85% acceptance rate in order to continue contributing to the item bank.

Inspect is directly integrated into the MasteryConnect platform, making it simple for your educators to create assessments incorporating vetted Tennessee standards-aligned content with just a few mouse clicks. We would be happy to supply additional information about or a demonstration of the KDS Inspect Item Bank to Knox County upon request.

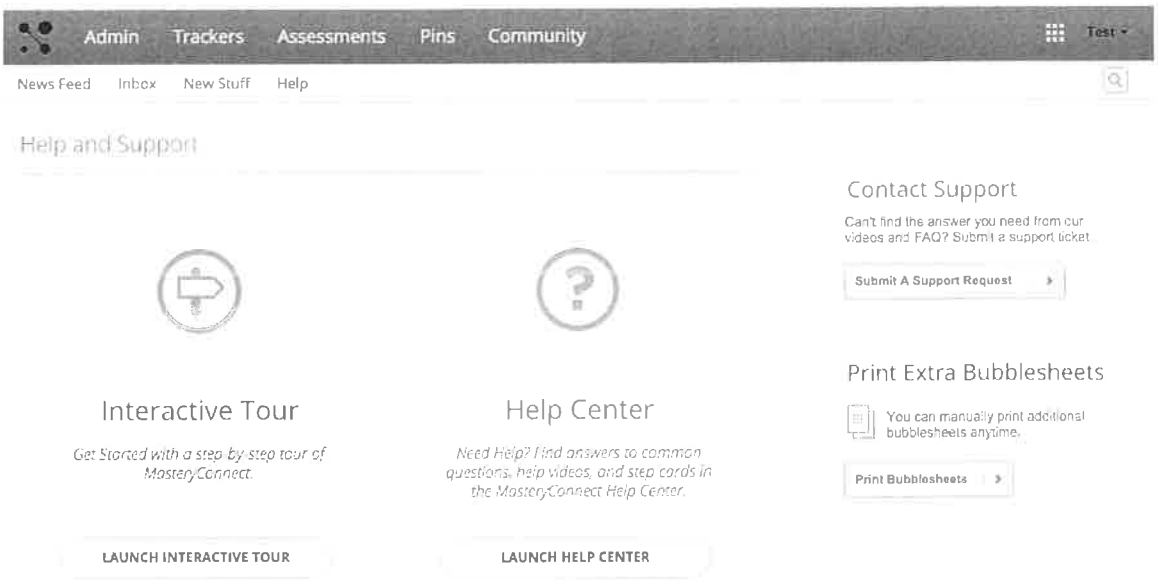
- *Detail information regarding technical support including average service time, KCS responsibilities in reporting service issues and/or inquiries and service contact information*

MasteryConnect's knowledgeable support personnel are available to help answer your questions or address any concerns that may arise. You can reach them by phone Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern Time, or you can contact them via email or a user-friendly form in our online Help Center 24 hours a day. After-hours emergency support is available for site-wide outages, and we also offer a benchmarking hotline. In addition, we extend our support hours during August and September to ensure optimal accessibility for our clients as most of their school years are beginning.

Our support team is happy to assist any MasteryConnect user. However, we recommend that teachers consult our online help resources and/or reach out to their principals or administrators for assistance before contacting our support team, as many common questions can easily be answered "in house" by users who have greater administrative permissions or more experience in using the system.

Support Response Time
Our average response time for technical support during business hours (Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern Time) is less than six hours. If we're unable to resolve the concern within the initial phone conversation or email exchange, we'll establish an expected resolution timeframe and communicate any next steps that may be involved.

Support Resources in the System
It is also important to note that our platform was designed with ease of use in mind, and we offer a variety of support resources to ensure that educators have quick access to help and are comfortable using MasteryConnect, from an interactive tour of the site and its key features to built-in web PD courses to a comprehensive online Help Center featuring frequently requested topics, step-by-step instructions, and video tutorials—along with a handy button for submitting requests or tickets directly to our support team if necessary.



PART IV—Technical Specifications

- *Provide a description of what sort of access KCS will have to the proposed software and what security features, if any, KCS will be responsible for monitoring and/or updating*

  We offer four main categories of system access: admin, teacher, student, and parent. Each of these access roles has specific tools and functionality available based on typical needs and goals. We look forward to consulting with Knox County to ensure that user privileges and roles are set up to meet your specific needs.

  MasteryConnect is a fully hosted system, so you will not need to worry about software or security monitoring/updating. If an issue were to arise that required your involvement for resolution, your client success manager or a support team member would contact you.

- *Describe, in detail, security features of your software and demonstrate how it is sufficient in preventing unauthorized user access to information*

  MasteryConnect recognizes the importance of protecting the company's information assets from all types of threats, whether internal or external, deliberate or accidental. We have an internal security policy designed to ensure the security and confidentiality of sensitive data on all media and in all forms, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access, use, modification, or disclosure of such information throughout its lifecycle.

  With regard to physical protections, our information security policy (ISP) dictates that all sensitive data stored on a computer must be encrypted, all company computers should have hard drives encrypted (e.g., FileVault 2 on Macs) at the time they're newly provisioned, and sensitive data should be erased from the computer when it is no longer required. In addition, all company computers must require a password immediately after sleep mode or a screen saver begins.

  Furthermore, it is our policy to not create or retain physical records of personally identifiable information (PII) or confidential client data. If any physical records of the aforementioned data are received and required to be retained for business purposes, our ISP specifies that they should be scanned and archived electronically to the company's secure, online file storage system and the physical copies should then be shredded or otherwise destroyed. In limited cases, physical records of confidential company information may need to be retained; however, those records must be kept in locked storage containers with access limited to only those whose job functions require access.

  With regard to logical protections, our Information Security Officer (ISO) ensures that:

  - Company computer systems have adequate and updated malware and virus protections in place
  - The company takes reasonable steps in selecting, maintaining, updating, and upgrading the security protections of its computer systems
  - To the extent technically feasible, the company employs appropriate password protection and encryption of electronic information where necessary to protect against unauthorized access
  - To the extent technically feasible, all computer systems containing, or otherwise affecting, sensitive data have appropriate access controls, as well as detection, prevention, and response mechanisms against attacks, intrusions, or other system failures that might materially affect the security of sensitive data

  Additional information about our ISP can be provided upon request, if needed.

- *List web browsers supported, operating systems supported and any plugins required*

  The web-based MasteryConnect platform can be accessed on Mac, Windows, Chrome, or Linux systems using virtually any secure browser; options include Safari, Chrome, Firefox, and Internet Explorer 11 (supported but not recommended). In addition, we support access via iPads, Chromebooks, and Android and Windows tablets. There are no required plugins for system use; however, if you use GradeCam to export scores to a gradebook, the plugin available for that tool is typically necessary.

4.12 TECHNICAL SPECIFICATIONS: District is requesting a Proposal for a Software as a Service (SaaS) or Application Service Provider (ASP) model whereby the Vendor will host, maintain and administer all necessary components. The software must allow for account administration and role-level security to be maintained by KCS district staff.

MasteryConnect hosts, maintains, and administers all necessary components of our system. We will collaborate with Knox County to set up your accounts and roles, and as part of your administrative PD sessions, you'll be trained to handle role assignments and updates. (We're also happy to assist with such changes as needed.)

The successful Proposer will have security features capable of preventing unauthorized access to the database. Vendor is to specify any requirements regarding data security/privacy and intrusion detection. Vendor is also to state clear responsibilities of KCS IT in preventing and detecting unauthorized access.

As outlined on the previous page, MasteryConnect takes the protection of our clients' data very seriously. We host and maintain our platform, so aside from typical prevention actions such as having your staff keep their login details and student data private, there are no requirements on Knox County's part with regard to security.

The successful AMT will support the following web browsers at a minimum: Safari 9.1, Internet Explorer 11+, Google Chrome 51+, Microsoft Edge, Firefox 46+, and Mobile Safari. As browser updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates.

Knox County users can access our platform with Safari, Internet Explorer (supported but not recommended), Chrome, and Firefox; if browser specifications for access change, you'll receive an update notification.

The successful AMT will support the following operating systems at a minimum: Windows 7, 8, 10+, Apple Mac OS X 10.8+, Chrome OS 48+, and Apple iOS 8+. As system updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates. Vendor is to also list any and/or all required plugins for full product functionality.

MasteryConnect can be accessed on Mac, Windows, Chrome, or Linux systems using virtually any secure browser, and we support access via iPads, Chromebooks, and Android and Windows tablets. There are no required plugins for system use; however, if you use GradeCam to export scores to a gradebook, the plugin for that tool is typically necessary.

PART V—Experience, Qualifications, and References

- *Provide a brief overview of your company including number of years in business and number of years designing and/or implementing assessment management tools*

  MasteryConnect was founded in 2009 by a team of educators and software developers with more than four decades of experience in the education field. Our solution is built on the research-based principles of mastery learning, response to intervention, and backward design, providing innovative tools that empower teachers to effectively use data to inform instruction and enhance student learning in real time.

  Over the past seven years, our MasteryConnect and Socrative platforms have positioned our company as the market leader in competency-based learning for grades K-12 and a key player in the instant classroom engagement space. Teachers are using our solutions in 85% of the school districts across the United States—including 13 in Tennessee—as well as 170 other countries around the world.

- *Document experience in designing and/or implementing AMTs for school districts of similar size to KCS*

  Since 2009, MasteryConnect has worked with districts and schools of virtually all sizes across the country, including many similar in size to Knox County, and 2.5 million teachers and 47 million students are currently engaging with our platform. More than 4.6 million assessments have been delivered, representing over 1.5 billion student responses tracked using the MasteryConnect system.

  We are also proud to have established partnerships with many educational entities in the State of Tennessee, as outlined in the next response, and we invite Knox County to speak with the references we have supplied at the end of this tab to obtain real-world examples of the ways clients like you are using our solutions.

4.7 EXPERIENCE: Proposers are to provide their company's experience and qualifications in designing and/or implementing AMTs, specifically discussing experience with school districts of similar size. KCS will consider only Proposals for AMTs which are currently functioning successfully in other K-12 public school district(s).

MasteryConnect has extensive experience in supporting our assessment management tool in school districts of all different sizes across the country. Just in Tennessee, for example, we've partnered with more than 60 individual Shelby County schools and continue to expand our presence in the area as more and more principals share their experience of increasing student outcomes by leveraging MasteryConnect. In addition, we're partnered with other key Tennessee districts, including Tipton County, Murfreesboro City, Robertson County, and Marion County. A few of the large districts outside Tennessee that partner with MasteryConnect include Wake County (NC), Charlotte-Mecklenburg (NC), Charleston County (SC), Alpine (UT), and Jefferson County (CO).

We look forward to the opportunity of collaborating with Knox County to optimize your assessment management processes at both the individual school and the district level. We view our clients as true partners in making the classroom experience the best it can be for both educators and students, and in sharing that experience with parents to extend the educational cycle and emphasize the importance of positive student outcomes.

4.10 MUTUAL AGREEMENT: The outlined proposal of information regarding professional development and training provided must include all items in detail. The implementation plan for the recipient will be planned and outlined for implementation with both parties in agreement. An evaluation rubric will be developed by KCS and utilized when evaluating the awarded vendor's implementation of the plan. The evaluation rubric to include a measurement of the level of staff expected competency levels as obtained from implementing the AMT, and is met by designate KCS staff based on the training provided.

As part of the implementation process, Knox County's designated client success manager, Jody Sailor, will collaborate with you to set expectations and craft a deployment timeline that meets your needs. Jody will be happy to work with you to establish milestones and evaluation options that will assist you in completing your rubric. (Please refer to our response to scope of work section 4.13 in the PART III tab of this proposal for an overview of our proposed implementation and PD plans for your organization, and see the next response for more information about Jody.)

- *Provide biography and/or resume of direct contact to be assigned to Knox County*

4.3 AVAILABILITY: The account executive and/or team assigned to the County are to be able to accommodate consultation on an as-needed basis. Please offer information as to what can reasonably be expected for a turnaround time for phone calls and emails. Specifically advise as to who the County's first point of contact will be and the biography of that person, including qualifications. This is to be submitted in Section V, Part V of the Proposal.

Based on her experience in working with many of our other Tennessee clients, we anticipate that Jody Sailor will serve as your designated client success manager at the district level. A brief biography that illustrates her background and qualifications is provided below:

Jody Sailor, Client Success Manager
Jody has spent the last 15 years committed to education. She holds a master's degree in Education and has several endorsements, including elementary education (K-6), special education (K-12), and English as a Second Language (ESL), as well as several content area endorsements. As an educator, Jody has served as a teacher in both general and special education, an instructional coach, and a district administrator. As a district administrator, she handled the rollout and implementation of a district-wide mathematics curriculum and provided ongoing professional development and coaching to teachers in the district's 63 elementary schools. Jody also served as a state-wide trainer with the Utah State Office of Education, focusing on improvements in curriculum, instruction, and assessment. She is excited about this opportunity to continue her work within Knox County.

Jody will serve as your primary strategic point of contact at MasteryConnect, working with your team from the moment your agreement is signed to kick off your project implementation, share best practice advice tailored to your unique goals and needs, and help you make the most of our system throughout your district on an ongoing basis. The typical turnaround time for most client success manager requests and inquiries is within 24 hours, but depending on the nature of the question, responses can occur much more quickly. (However, because team members often travel to client sites, there are times when responses may be delayed due to scheduling conflicts.)

Importantly, all of MasteryConnect's client success managers are former educators, so they understand the challenges, requirements, and aspirations that come with being in classrooms as well as administrative offices. Moreover, each team member is an expert on MasteryConnect products and works to stay up to date on current and evolving educational topics in the states and regions they serve. Your client success manager will be a valuable asset to your organization throughout your relationship with MasteryConnect.

Reference Check Proposal 2436 Assessment Management Tool **Proposer** MasteryConnect, Inc.

Reference #1

Name of Firm: Alpine School District

Address: 575 N 100 E / Alpine, UT 84003

Contact Person: Garrick Peterson, Administrator K-12 Curriculum & Instruction

Contact Person telephone number: 801-610-8459

Contact Person e-mail: gpeterson@alpinedistrict.org

Reference #2

Name of Firm: Charleston County School District

Address: 75 Calhoun St / Charleston, SC 29401

Contact Person: John Miller, Technology Specialist

Contact Person telephone number: 843-607-9208

Contact Person e-mail: johnny_miller@charleston.k12.sc.us

Reference #3

Name of Firm: Berkeley County Schools

Address: 229 E Main St / Moncks Corner, SC 29461

Contact Person: Dr. Kevin O'Gorman, Chief Academic Officer

Contact Person telephone number: 843-830-1092

Contact Person e-mail: ogormank@bcsdschools.net

PART VI—Cost

- *Vendor is to present a total cost including any services and/or products, no additional or hidden costs will be paid*

  MasteryConnect has compiled a customized Investment Summary for Knox County on the pages that follow, detailing the benefits and costs of our proposed offering. As requested, information has been presented for evaluation of both district-wide and school-specific pricing, and we'd be happy to further discuss these details with your team at any time.

  4.4 BACKGROUND INFORMATION: Knox County Schools (KCS) is a diverse school system serving approximately fifty-nine thousand four hundred thirty-five (59,435) students in rural, urban and suburban communities. The district includes fifty (50) elementary schools, fourteen (14) middle schools, sixteen (16) high schools and ten (10) special schools for a total of ninety (90) schools.

  MasteryConnect looks forward to coordinating with Knox County to determine the scope of this project and to providing our solution to all specified/desired schools.

  4.5 BILLING: Vendor is responsible for billing of premiums to KCS. All invoices are to be emailed to the Knox County Schools Benefits Manager. The format of billing will be mutually agreed to.

  MasteryConnect agrees to this approach.

- *Provide an individual rate per Professional Development (PD) staff profile/training package also documenting any additional training costs such as travel and/or materials*

  All PD costs have been detailed in our Investment Summary for Knox County on the pages that follow. We'd also be pleased to explore options for additional PD sessions over the coming years as your needs continue to evolve.

- *List costs for maintenance and/or upgrades*

  There are no costs to Knox County for MasteryConnect maintenance and/or upgrades.

Investment Summary

District-Wide Implementation

Online Subscription Fee: *Per Student: $6.75* *Per Teacher: $ (included)*

- MasteryConnect student license: $4.75 x 59,000 students/year x 1 year = $280,250
- KDS INSPECT Item Bank student license: $2.00 x 59,000 students/year x 1 year = $118,000

Professional Development: *$65,000*

- Teacher Core Web PD: 90 schools x $450 per school x 1 year = $40,500
- Leadership Core PD (Year 1 only): 2 sessions x $2,500/session (up to 50 participants per session) = $5,000
- Train-the-Trainer PD (Year 1 only): 3 sessions x $6,500/session (up to 30 participants per session) = $19,500

Additional Services
Database Management: $ (included)
Help Desk Support: $ (included)
Remote Access: $ (included)
Technical Support: $ (included)
Maintenance Fee: $ (included)
Implementation Fee: $ (included)
Monitoring Fee: $ (included)
Web Hosting Fee: $ (included)

Total Cost for Services

Year 1:	$463,250.00
Year 2 optional renewal:	$438,750.00
Year 3 optional renewal:	$438,750.00
Year 4 optional renewal:	$438,750.00
Year 5 optional renewal:	$438,750.00
Total for all 5 years:	$2,218,250.00

Individual School Implementations

Online Subscription Fee: *Per Student: (varies by tier)* *Per Teacher: $ (included)*

AGGREGATE STUDENT ENROLLMENT	MASTERYCONNECT STUDENT LICENSE
0 - 9,999	$7.00
10,000 - 19,999	$6.75
20,000 - 29,999	$6.50
30,000 - 39,999	$6.25
40,000 - 49,999	$6.00
50,000 or more	$5.75

AGGREGATE STUDENT ENROLLMENT	KDS INSPECT ITEM BANK STUDENT LICENSE
0 - 9,999	$3.00
10,000 - 19,999	$2.90
20,000 - 29,999	$2.80
30,000 - 39,999	$2.70
40,000 - 49,999	$2.60
50,000 or more	$2.50

***Important note:** Lower pricing tiers will be honored for schools upon renewal should a new (lower pricing) tier be achieved across the district prior to renewal. For example, XYZ Elementary purchases MasteryConnect for $7/student on 10/1/16 when the aggregate district contracted enrollment on 10/1/16 is less than 10,000 students. At renewal (10/1/17), if the aggregate district contracted enrollment is 25,000 students, XYZ Elementary would renew at $6.50/student.

Professional Development

- Required: Teacher Core Web PD = $750 per school
- Required: Virtual Booster PD = $500 per school
- Optional: School Core PD (up to 30 attendees) = $2,500 per school
  - Note: If a school purchases School Core PD, Teacher Core Web PD is FREE and Virtual Booster PD is not a required purchase.

Additional Services

Database Management: $ (included)
Help Desk Support: $ (included)
Remote Access: $ (included)
Technical Support: $ (included)
Maintenance Fee: $ (included)
Implementation Fee: $ (included)
Monitoring Fee: $ (included)
Web Hosting Fee: $ (included)

PART VII—Other Information

Proposers may include under this tab any other information deemed pertinent to this solicitation. Vendor(s) are to submit questionnaire from page seventeen (17) in Section V, Part VII.

As requested, MasteryConnect has supplied our responses to the questionnaire at the end of the RFP in this section, along with our completed versions of Knox County's affidavits and insurance forms.

Questionnaire RFP 2436, Assessment Management Tool

1. *Is your proposed software currently in use with a K-12 public education agency?*

   Yes, MasteryConnect is currently used by educational entities across the nation, spanning 85% of the districts in the United States.

2. *If yes, how many students and faculty are in your largest three (3) district customers?*

   Our three largest district partners and their respective student and faculty numbers are:

   - Wake County Schools—155,000 students; 10,000 teachers
   - Charlotte Mecklenburg Schools—140,000 students; 9,000 teachers
   - Alpine School District—74,000 students; 3,200 teachers

3. *How many years has your company been in business? How many years has your business provided similar services?*

   MasteryConnect was founded in 2009 by a team of educators and software developers with more than four decades of experience in the education field. Our solution is built on the research-based principles of mastery learning, response to intervention, and backward design, providing innovative tools that empower teachers to effectively use data to inform instruction and enhance student learning in real time.

   Over the past seven years, our MasteryConnect and Socrative platforms have positioned our company as the market leader in competency-based learning for grades K-12 and a key player in the instant classroom engagement space. Teachers are using our solutions in 85% of the school districts across the United States—including 13 in Tennessee—as well as 170 other countries around the world.

4. *Would Knox County be assigned a direct contact for inquiries or a team of service personnel? Please provide proposed account representative(s) experience and qualifications.*

   At the district level, we anticipate that Jody Sailor will serve as your designated client success manager based on her experience in working with many of our other Tennessee clients. A brief biography that illustrates her experience and qualifications is provided here:

   Jody Sailor, Client Success Manager
   Jody has spent the last 15 years committed to education. She holds a master's degree in Education and has several endorsements, including elementary education (K-6), special education (K-12), and English as a Second Language (ESL), as well as several content area endorsements. As an educator, Jody has served as a teacher in both general and special education, an instructional coach, and a district administrator. As a district administrator, she handled the rollout and implementation of a district-wide mathematics curriculum and provided ongoing professional development and coaching to teachers in the district's 63 elementary schools. Jody also served as a state-wide trainer with the Utah State Office of Education, focusing on improvements in curriculum, instruction, and assessment. She is excited about this opportunity to continue her work within Knox County.

Jody will serve as your primary strategic point of contact at MasteryConnect, working with your team from the moment your agreement is signed to kick off your project implementation, share best practice advice tailored to your unique goals and needs, and help you make the most of our system throughout your district on an ongoing basis.

At the individual school level, our client success team is available to provide consistent and reliable support. Importantly, all of MasteryConnect's client success managers are former educators, so they understand the challenges, requirements, and aspirations that come with being in classrooms as well as administrative offices. Moreover, each team member is an expert on MasteryConnect products and works to stay up to date on current and evolving educational topics in the states and regions they serve.

5. *After initial contact is made that there is an issue/inquiry with the service, what is the average length of time for troubleshooting and resolution?*

Support is available at a district level through your client success manager and at a school level through our client success team. The typical turnaround time for most requests and inquiries is within 24 hours, but depending on the nature of the question, responses can occur much more quickly. (However, because team members often travel to client sites, there are times when responses may be delayed due to scheduling conflicts.)

Furthermore, MasteryConnect's knowledgeable support personnel are available to help answer technical questions or address any concerns that may arise. You can reach them by phone Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern Time, or you can contact them via email or a user-friendly form in our online Help Center 24 hours a day. After-hours emergency support is available for site-wide outages, and we also offer a benchmarking hotline. In addition, we extend support hours during August and September to ensure optimal accessibility for our clients as most of their school years are beginning.

Our support team is happy to assist any MasteryConnect user. However, we recommend that teachers consult our online help resources and/or reach out to their principals or administrators for assistance before contacting our support team, as many common questions can easily be answered "in house" by users who have greater administrative permissions or more experience in using the system.

Support Response Time
Our average response time for technical support during business hours (Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern Time) is less than six hours. If we're unable to resolve the concern within the initial phone conversation or email exchange, we'll establish an expected resolution timeframe and communicate any next steps that may be involved.

Support Resources in the System
It is also important to note that our platform was designed with ease of use in mind, and we offer a variety of support resources to ensure that educators have quick access to help and are comfortable using MasteryConnect, from an interactive tour of the site and its key features to built-in web PD courses to a comprehensive online Help Center featuring frequently requested topics, step-by-step instructions, and video tutorials—along with a handy button for submitting requests or tickets directly to our support team if necessary.

6. *Would initial training be in-person or via video(s)? If in-person, has the vendor included all travel related experience in cost?*

MasteryConnect offers both onsite and virtual PD options; our Investment Summary in the PART VI tab outlines all applicable costs for these services. (See also our responses within PART III for information about our proposed PD approach for Knox County.)

7. *Have you provided an estimated schedule for implementation? What is the timeframe estimated in your schedule?*

   Yes, this information was supplied in PART III as requested. Client readiness to deploy our platform and client resource availability are key considerations in determining timeframes, but we estimate that Knox County's implementation and PD schedule will be approximately six weeks.

8. *Will Knox County Schools IT department have access for account administration and role level security?*

   Our platform offers options for administrative account and role management, but there are no specific access levels for IT or security personnel, as our platform is designed for use by teachers and administrators (with some student and parent access) and is a hosted solution.

9. *Are any of the required web-browsers listed on page nine (9) of this Request for Proposals not supported by your software?*

   Our solution supports all of the web browsers specified.

10. *Are any of the required operating systems listed on page ten (10) of this Request for Proposals not supported by your software?*

    Our solution supports all of the operating systems specified.

11. *Have you supplied a list of all required plugins?*

    Yes—the only required plugin is for exporting of GradeCam scores to a gradebook.

12. *Have you provided both an individual school option for pricing and a district option?*

    Yes, our Investment Summary in PART VI is customized for individual school and district-wide options.

Non-Collusion Affidavit

State of Utah

County of Salt Lake

Mark Pocock, **being first duly sworn, deposes and says that:**

(1) He/she is the Chief Financial Officer **of** MasteryConnect, Inc., **the firm that has submitted the attached Proposal;**

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title Chief Financial Officer

Subscribed and sworn to before me this 6th **day of** September, **2016.**

_____

Office Manager

Title

My Commission expires 3/3/19

Aubrey Lauren Donnelly
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 03/03/2019
Commission # 682126

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with proposal by proposer)

I, Mark Pocock, president or other principal

Officer of MasteryConnect, Inc., swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: MasteryConnect, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Mark Pocock,

President or principal officer of MasteryConnect, Inc.,

On this 6th day of September 2016.

Notary Public

My Commission expires: 3/3/19

Aubrey Lauren Donnelly
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 03/03/2019
Commission # 682126

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2436

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
NO	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
NO	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
NO	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
NO	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	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.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2016

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
Trustco, Inc.
2063 East 3900 South
Salt Lake City UT 84124-1760

CONTACT NAME: Alyssa Rael
PHONE (A/C, No, Ext): (801)278-5341 FAX (A/C, No): (801)278-9051
E-MAIL ADDRESS: alyssar@trustcoinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	
INSURER B: Travelers Cas Ins Co Of America	31194
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MasteryConnect, Inc.
222 South Main Street
Suite 200
Salt Lake City UT 84101

COVERAGES CERTIFICATE NUMBER: 16-17 BOP E&O WC HNOA UL 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			34SBAPR6897	8/13/2016	8/13/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			34SBAPR6897	8/13/2016	8/13/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			34SBAPR6897	8/13/2016	8/13/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ISUB-8B022339-15	12/28/2015	12/28/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000	
A	Technology Errors & Ommissions			34SBAPR6897	8/13/2016	8/13/2017	Limit of Liability Retention	$2,000,000 $10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Request for Proposal number 2436

The above referenced General Liability policy includes the following endorsements: SS 00 08 04 05 Business Liability Coverage Form

CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street
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

Josh Wittwer, CIC/ANR

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PART VIII—Exceptions

Proposers are to include any and all exceptions taken to this solicitation under this Part. Do not mark through or otherwise alter the language of this RFP in your response.

MasteryConnect is excited about the prospect of partnering with Knox County for the services outlined in this proposal, and we look forward to crafting a mutually beneficial agreement. In the interest of this goal, we respectfully request the following clarifications and exceptions:

- **Page 4, 2.3: Assignment**—If our company were to be acquired, we would request accommodations for assignment as applicable.
- **Page 4, 2.8: Default**—In the event of default, we request a cure period of 30 days to work with Knox County to resolve any issues.
- **Page 5, 2.21: Termination**—Due to the significant efforts and upfront costs associated with each new client account, we cannot agree to termination for convenience. In addition, we would request that any potential termination related to performance be governed by clearly defined terms and subject to a cure period.
- **Page 5, 2.22: Warranty**—As a Software as a Service (SaaS) solution, MasteryConnect does not offer a warranty, and there can be no guarantee that any such solution is wholly devoid of defects. However, we stand behind our platform and offer a wide range of support options to assist our clients in cases when issues may arise.
- **Page 6, 3.7: Contract Execution**—For the protection of all parties, MasteryConnect users must agree to our Terms of Service (see https://www.masteryconnect.com/terms) when utilizing our solution. However, we would be willing to agree to language that allows for your terms to prevail if any terms conflict, and/or if you have a contract form that must be used, we can work out an appendix approach for such documentation.

If you have questions about these adjustments or our Terms of Service, we invite you to contact us at any time.

Josh French

From: James Seaman <james@masteryconnect.com>
Sent: Tuesday, October 18, 2016 1:17 PM
To: Josh French
Cc: Chase Boyer
Subject: MasteryConnect - Knox County agreement

Mr. French,

Hi, my name is James Seaman. I know you've previously been in touch with James Stoffer at MasteryConnect. James Stoffer is no longer with the company, and I am now working with our partners in Tennessee. I've been with MasteryConnect for five years, so I've worked with a number of our partners across the country. I'm excited to lead our team of professional development associates and technical support personnel that will hopefully be working with schools in Knox County. I have also included Chase Boyer on this email. Chase is our National Sales Leader.

In reviewing the Knox County RFP with our finance team, we are comfortable removing the exceptions to Section 2.

Do you have a few minutes today or this week for a phone call so I can introduce myself?

Thank you so much, and I hope all is well on your end.

James

James Seaman
regional education director | Mastery**Connect**
james@masteryconnect.com | 504.296.8963

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Mastery Connect is a digital assessment management system that allows schools to track students progress towards mastery of the state standards.

This contract is the result of a RFP process to identify vendors that offer this service from which schools can purchase.

Cost of the Item:

Costs will be based upon the terms of the bid and school needs.

Description and type of funding source:

There is no requirement to purchase this product. Should schools choose to do so, funding sources will vary.

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH KELLEMS RECYCLING SYSTEMS, INC. AND MAGIC MULCH, LLC FOR THE PROVISION OF PLAYGROUND PROTECTIVE SURFACE MATERIAL AS NEEDED BY INDIVIDUAL SCHOOLS FOR THE PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOR FOR FOUR (4) ADDITIONAL YEARS, ONE (1) YEAR AT A TIME, FOR A POSSIBLE TOTAL OF FIVE (5) YEARS.

RESOLUTION: **R-16-11-215**

REQUESTED BY: **SCHOOLS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Schools desires to contract for purchase and delivery of playground protective surface material on an as-needed basis; and

WHEREAS, the Knox County Procurement Division conducted a competitive bid process (Invitation for Bid # 2448) for said purpose and it has been determined that Kellems Recycling Systems, Inc. and Magic Mulch, LLC submitted the most responsible and responsive bids meeting specifications desired and accepted by Knox County; and

WHEREAS, the proposed contracts with Kellems Recycling Systems, Inc. and Magic Mulch, LLC are effective for an initial one (1) year term and may be extended for an additional four (4) years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, at its regularly scheduled meeting on November 2, 2016, the Knox County Board of Education approved the contracts with Kellems Recycling Systems, Inc. and Magic Mulch, LLC to provide playground protective surface material.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contracts with Kellems Recycling Systems, Inc. and Magic Mulch, LLC for the provision of playground protective surface material are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contracts with Kellems Recycling Systems, Inc. and Magic Mulch, LLC for the provision of playground protective surface material shall be executed subject to such amendment or action not affecting the substantive provisions of the contracts as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY GOVERNMENT

AND

KELLEMS RECYCLING SYSTEMS, INC.

This Contract made and entered into this _____ day of _____, 2016 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**Knox County" and Kellems Recycling Systems, Inc.** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Playground Protective Surface Material for Knox County Government, (Invitation for Bid 2448);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Playground Protective Surface Material to Knox 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 Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's 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 _____ day of _____ 2016 and ends the _____ day of _____ 2017, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, 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.

2. **Payment.** Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 2448 for Playground Protective Surface Material as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 2448

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.

3. **Placement of Orders.** Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

5. **Pricing and Escalation.** Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation. Escalation shall not exceed the increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U: U.S. City Average, All Items), published by the U.S. Department of Labor, Bureau of Labor Statistics, during the immediately preceding contract year.

6. **Safety.** The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Playground Protective Surface Material and related duties.

7. **Termination.** Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Playground Protective Surface Material as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

In the event Contractor intends to interrupt or discontinue service under this contract, Contractor agrees to give Knox County 90 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this contract.

8. **Appropriations.** In the event no funds are appropriated by Knox County for Playground Protective Surface Material 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 obligations owed to or by either party.

9. **Independent contractor.** Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. **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 Playground Protective Surface Material, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. **Criminal background check.** Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously

defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to Knox County and this will serve as compliance with said requirement.

12. 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.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. 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.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. 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.

17. 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 Knox 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.

18. 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.

19. 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 **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Playground Protective Surface Material for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. 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 2448
b. Contractor's Written Response to Invitation for Bid 2448

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 on the day and year first above written.

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 #: _____ **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 10/25/16

KELLEMS RECYCLING SYSTEMS, INC.

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Playground Protective Surface Material (Ground Cover)** as specified herein. Bids must be received by **2:00 p.m.** on **October 11, 2016**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number **2448**
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Tom Seagle, CPPB at 865/215-5603. Questions may be faxed to 865/215-5605 or emailed to tom.seagle@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of Ninety (90) 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(s) meeting specifications, who 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 item-by-item basis, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award. The bid evaluation criteria are listed in Section 3.15.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of 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 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

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 **COOPERATIVE PURCHASING:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

1.10 **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 may result in the bid being non-responsive and disqualified.

1.11 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program please contact:

Diane Woods, CPPB, Business Outreach Administrator, or Lori Holmann, Coordinator of Business Outreach
Knox County Procurement Division
Telephone: Diane Woods 865.215.5760, Lori Holmann 865.215.5757, Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org or lori.holmann@knoxcounty.org

1.12 **DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

1.13 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted be one (1) marked original and one (1) exact copy. If submitting electronically no additional copies are needed.

1.14 **ELECTRONICALLY SUBMITTED RESPONSE:** Knox County Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile submission is strictly prohibited.

1.15 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing 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, register as a vendor in our on-line purchasing system, "Knox Purchasing 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.

1.16 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.17 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of the bid.

1.18 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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 orders for products. The first is the use of Purchase orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(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 Credit Card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County 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 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders 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 bidder's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:

1.22.1 Be submitted on recycled paper
1.22.2 Not include pages of unnecessary advertising
1.22.3 Be made on both sides of each sheet of paper

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid 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 **October 3, 2016** by **4:30 p.m**. These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TERM BID AGREEMENTS:** If this bid results in a Term Bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

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 bidders 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the Vendor Registration link and complete the forms. 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 three (3) years from the date of the final payment under this agreement for inspection by Knox 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 which 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. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contactors and its employees that perform any services at Knox County Schools must submit to a criminal history records check, at vendor's expense, 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 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:** This Contract shall be governed by the laws of the State of Tennessee, 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 **LIMITATION 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.17 **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.

2.18 **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, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **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.

2.20 **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.

2.21 **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.

2.22 **TERM BID AGREEMENTS:** If this bid results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.

2.23 **TERMINATION:** Knox 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.

2.24 **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. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this bid to establish a term contract with one or more qualified vendor(s) to provide Playground Protective Surface Material (Ground Cover), either individually or collectively, as determined by each project. Award will be based on Best Value. Best Value means more than low cost. It includes 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 an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION/DELETION OF GOODS:** Knox County reserves the right to add or delete goods and/or services as the needs arise. If items are to be added, Knox County and the successful vendor(s) shall arrive at a mutually agreeable price.

3.4 **AWARD PROCESS:** Upon award, the resulting contract:

- **3.4.1** Will be drafted by the Knox County Procurement Division.
- **3.4.2** Will be sent to the Knox County Law Department for approval.
- **3.4.3** Will be forwarded to the Knox County Board of Education Meeting for inclusion on the agenda for the next regularly scheduled meeting (if required).
- **3.4.4** Will be forwarded to the Knox County Commission for inclusion on the agenda for the next regularly scheduled meeting (if required).
- **3.4.5** Will be sent to the Knox County Board of Education for signature.
- **3.4.6** Will be sent to the Knox County Mayor for signature.
- **3.4.7** Will be forwarded to the Knox County Procurement Division for obtaining the signature of the Contractor(s).
- **3.4.8** Be fully executed.

3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor 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. Knox County reserves the right to purchase these items/services from other sources if the need arises.

3.6 **AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **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 peculiar to 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.

3.9 **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.

3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.11 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.12 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.13 **DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days". Vendors must be specific and state either "30 business days" or "60 business days". If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.14 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of Knox County Schools (KCS) facilities. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform, or name badges identified with the Company name at all times. Contractor and/or employees of contractors must contact the designated Knox County Schools personnel prior to reporting to a site for work. Protocol shall be established at each individual project site to determine the designated KCS personnel.

3.15 **EVALUATION CRITERIA:**

Price	80 points
References	10 points
Guaranteed number of days for delivery	10 points

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information 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 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 opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **INSTALLATION:** The successful Contractor(s) may be required to install the material on an as-needed basis. KCS will notify the successful Contractor(s) of these occurrences and an installation plan will be developed and approved by KCS. The successful Contractor(s) will pursue all work diligently until completed and inspected/accepted by KCS.

3.18 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and listing Knox County as additional insured.

3.19 **INVOICING:** It is preferred, where possible, that invoices be submitted electronically. Information will be provided to the successful bidder(s) to establish this protocol. When mailing is the only alternative, submit one original invoice and one copy to:

Safety Manager
Knox County Schools
912 Gay Street
Knoxville, TN 37902
Or
Contract Administrator
Knox County Schools Facility and Construction
912 Gay Street
Knoxville, TN 37902

THE INVOICE MUST SHOW:

The purchase order number and an itemized listing of the charges.
(INVOICES, WHICH DO NOT SHOW THIS INFORMATION, ARE SUBJECT TO REJECTION.)

Invoices shall be original, uniquely pre-numbered and white.

Please note: Each department or division of Knox County Government and Knox County Schools are responsible for their own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that desires to purchase from you. Do not credit one department's payments to another department's account.

3.20 **ITEM ANALYSIS AND SPECIFICATIONS:** Detailed analysis and specifications for the items offered must accompany the bid. If you are bidding on anything other than what is specified in this bid, you must submit this. Failure to comply with this section shall be just cause for rejection of bids.

3.21 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

3.22 **MATERIAL/LABOR QUALITY:** Unless otherwise specified all materials must be of a commercial grade or better.

3.23 **MSDS INFORMATION:** The successful Contractor(s) will provide MSDS information for all products that are installed or are to be considered for installation under this contract.

3.24 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of Knox County.

3.25 **NO CONTACT POLICY:** After the date and time that the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.26 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bids promotes competition. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bids. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 3, 2016 at 4:30 pm.**

3.27 **PRICING:** Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.27.1 Either continue with existing prices.

3.27.2 Not accept the renewal offer.
3.27.3 Request a lower price increase.

3.28 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase orders will be issued on an as needed basis.

3.29 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.30 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.31 **REMOVAL OF VENDOR'S EMPLOYEES:** The Vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County Schools may require that the Vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during a project. The safety of the public is the prime concern to Knox County and all costs associated are the responsibility of the contractor.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

3.33 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with school officials in performing work so that interference with the normal program will be held to a minimum.

3.34 **SIGN-IN:** Workers must individually sign the Vendor Check-In Log at each site where work is to be performed. Failure to sign-in will negate Knox County Schools' responsibility to pay the resulting invoice.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCS. Knox County and KCS may terminate the contract if subcontracting is done without approval.

3.36 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.37 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **October 3, 2016 at 4:30 pm.** Submit questions as noted in Section 1.1.

3.38 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
3.38.1 Fair and equitable treatment of vendor and owner.
3.38.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.38.3 Vendor involvement in the School system or a specific school on a non-business basis.

SECTION IV EQUIPMENT SPECIFICATIONS

4.1 **PLAYGROUND PROTECTIVE SURFACE MATERIAL (LOOSE-FILL):** Playground protective surface materials shall be as specified, including but not limited to, all applicable provisions of the following:

- **4.1.1** "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC)
- **4.1.2** ASTM-F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
- **4.1.3** ASTM F1292, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- **4.1.4** ASTM F2223, Standard Guide for ASTM Standards on Playground Surfacing.
- **4.1.5** ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- **4.1.6** Americans With Disabilities Act (ADA)
- **4.1.7** Loose-fill protective surfaces shall be certified by the International Play Equipment Manufacturers Association (IPEMA) or hold comparable certification.
- **4.1.8** Though several types of material meet the ASTM requirements, loose-fill protective surfaces for playgrounds located at facilities within the Knox County Schools district shall be limited to either certified engineered wood fiber or certified shredded/recycled rubber mulch.

4.2 **PLAYGROUND PROTECTIVE SURFACE MATERIAL (UNITARY):** Unitary protective surfaces shall be a bonded rubber, poured-in-place, or hybrid product and shall be as specified, including but not limited to, all applicable provisions of the following:

- **4.2.1** ASTM F1292, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- **4.2.2** ASTM F2479, Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing.
- **4.2.3** Installation of unitary protective surfaces shall be installed under the direct supervision of an individual certified by the National Recreation and Park Association as a Certified Playground Safety Inspector (CPSI)
- **4.2.4** Unitary protective surfaces shall be certified by the International Play Equipment Manufacturers Association (IPEMA) or hold comparable certification.

4.3 **PLAYGROUND BORDERS:** Playground borders shall be a minimum of 12" high. UV stable and constructed of a durable molded plastic

4.4 **PLAYGROUND SURFACE MATS:** Playground surface mats shall be manufacturer's standard size as required for the specific application.

4.5 **BIDDER REQUIREMENTS:** Where applicable, all Bidders must be certified by the manufacturer to supply and install the proposed material. A copy of certification shall be included with the bid.

- **4.5.1** The successful vendor(s) shall have staff that is factory certified by the manufacturer to install any of the products selected for installation.
- **4.5.2** This contract will be made available for use by school support organizations associated with individual schools in the Knox County Schools system. Regardless of the source of funding or order request, the terms and conditions of this contract shall prevail. The standard terms and conditions of the vendor shall not be included as a part of the contract.
- **4.5.3** A copy of the required ASTM certification must be provided with each load of surface material delivered and submitted to a representative of the school system at the time of delivery.

4.6 **INSTALLATION:** Contractor shall be required to fully install the protective surface material, in whole or in part as required for each individual project identified. This includes, but is not limited to, installation of the gravel underdrain system, borders, and/or protective surface material. Actual equipment and protective components shall be determined on an individual project basis.

Installation shall not be deemed complete until the designated Knox County Schools representative has verified in writing that all aspects are complete and functioning properly. Note that installation will occur in numerous locations within the Knox County Schools system.

4.7 **MANUALS:** The successful vendor(s) shall furnish all owner and operator's manuals for all components of the playground equipment for each installation performed under the contract.

4.8 **WARRANTY:** The successful vendor(s) shall provide the manufacturer's standard warranty against equipment defects and an installation warranty, both for a minimum period of one year. Detailed warranty information shall be provided for each installation as a prerequisite for final payment.

4.9 **NOTIFICATION OF PRODUCT RECALLS:** This contract will be made accessible to and, at times, will be used by school support organizations associated with individual schools in Knox County. Regardless of the source of funding or order requests, Knox County Schools shall be listed with the manufacturer as an owner of all equipment in order to guarantee notification of any factory bulletins or recalls. Notifications shall be sent to Knox County Schools Safety Manager at the address listed in section 3.19.

SECTION V VENDOR INFORMATION FOR BID #2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

5.4 City: _____ **State:** _____ **Zip:** _____

5.5 Telephone Number: _____

5.6 Fax Number: _____

5.7 Contact Person: _____

5.8 Contact Person's e-mail address: _____

5.9 Authorizing Signature: _____

5.10 Vendor's Knox County Business License Number: _____

5.11 State of Tennessee sales tax number: _____

5.12 Guaranteed business days for delivery after receipt of a signed purchase order: _____**days**

5.13 May other government agencies in Tennessee purchase these items at the same prices per Section 1.9 of this bid? Yes___ No____

5.14 Will you accept payment via e-commerce card as per Section 1.19? _____Yes _____No

5.15 Did you include authorized dealer/reseller documentation as per Section 3.6? _____Yes _____No

5.16 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.17 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.18 Vendor offers a discount of _____ **% if payment is made within 30 days.**

SECTION VI PRICING FOR BID 2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

6.1	Provide a unit price for the purchase and delivery of playground borders to any Knox County School facility. (price per standard section)	$_____
6.2	Provide a unit price for the purchase and delivery of gravel drainage fill to any Knox County School facility. (price per cubic yard)	$_____
6.3	Provide a unit price for the installation of gravel drainage fill. (price per cubic yard). Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.4	Provide a unit price for the purchase and delivery of engineered wood fiber, loose-fill protective surface material to any Knox County School facility. (price per cubic yard)	$_____
6.5	Provide a unit price for the installation of engineered wood fiber, loose-fill protective surface material. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.6	Provide a unit price for the purchase and delivery of shredded/recycled rubber mulch, loose-fill protective surface material to any Knox County School facility. (price per cubic yard)	$_____
6.7	Provide a unit price for the installation of shredded/recycled rubber mulch, loose-fill protective surface material. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.8	Provide a unit price for the installation of unitary protective surface material. (price per square foot). Note: Installation price shall include necessary material and equipment required for a complete installation.	$_____
6.9	Provide a unit price for the purchase, delivery and installation of surface mats to any Knox County School facility. (price each)	$_____
6.10	Provide regular hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	$_____
6.11	Provide overtime hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	$_____
6.12	Provide regular hourly labor costs to provide laborers for border and/or protective surface installation.	$_____
6.13	Provide overtime hourly labor costs to provide laborers for border and/or protective surface installation.	$_____

6.14 INDIVIDUAL PROJECT COST PREPARATION

Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, inspection services, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

REFERENCES

Vendor shall provide a minimum of three (3) references for Playground Protective Surface Material (Ground Cover) that they have performed within the last three (3) years. Each reference must be filled out completely.

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

INSURANCE CHECKLIST
BID NUMBER 2448

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS 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 CONTRACTOR	$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-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

KELLEMS RECYCLING, INC
KELLEMS EXCAVATING, INC.
885 WINDRIDGE ROAD
FRIENDSVILLE, TN 37737

October 10, 2016

Bid Number: 2448
Knox County Procurement Division
100 North Central Avenue, Suite 100
Knoxville, TN 37917

To Whom It May Concern:

Thank you for giving Kellems the opportunity to bid for the Provision of Playground Protective Surface Material (Ground Cover).

Kellems wood chips are different than most companies out there. We take the extra steps in providing you with the highest quality chips possible. Our chips are triple screened giving good uniformity which limits the amount of dust/sawdust in them.

SPECIAL NOTE: The only way to know the amount of sawdust in any chip is to look at the actual test results. The test will allow up to 15% sawdust in the chips. I have been making playground material for almost 30 years. The problem with sawdust is that it absorbs water making your chips rot 30% faster and gives the children a moldier play area. DO NOT take the passing grade but look at the actual results – it makes a big difference.

Kellems has been ASTM, Kid & County schools tested for 18 years (June 2, 1998) making us the chosen vendor for Knox and Blount counties.

I appreciate your time and should you have any questions, please do not hesitate to call me.

Sincerely,

Kathleen Kellems

Kathleen Kellems
865-977-7500

3.6

KELLEMS RECYCLING, INC
885 WINDRIDGE ROAD
FRIENDSVILLE, TN 37737
865-977-7500

Kellems Recycling Systems, Inc. is the manufacturer of K-Brand playground wood fiber.

October 7, 2016

Kathleen E Kellems
Vice President

3.10

CONTACT PERSONNEL

KATHLEEN KELLEMS
TIMOTHY KELLEMS
MARGARET MCKINNON

FOSTER D. ARNETT, JR.
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0318833

STANDARD BUSINESS TAX LICENSE

Mailing	Location
107299 KELLEMS EXCAVATING INC	KELLEMS EXCAVATING INC
885 WINDRIDGE RD FRIENDSVILLE, TN 37737	1100 EAST EMORY RD KNOXVILLE, TN 37938

TIMOTHY J KELLEMS;

LOCAL ACCOUNT NUMBER	107299	ISSUE DATE	04/14/16
STATE ACCOUNT NUMBER	172916948	TAX PERIOD	1/1/2015 - 12/31/2015
TRANSACTION NUMBER		PAYMENT DUE BY	4/15/2017
CLASS	1C	EXPIRATION DATE	05/15/2017
SALES TAX NUMBER	102055170		

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

Mona Stord

DEPUTY CLERK SIGNATURE

wk56 Drawer:56 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

FOSTER D. ARNETT, JR., KNOX COUNTY CLERK

LICENSE
0318833

STANDARD BUSINESS TAX LICENSE

wk56 Drawer: 56 Site: 1
Work Date: 04/14/2016

4.1

KELLEMS RECYCLING, INC
KELLEMS EXCAVATING, INC.
885 WINDRIDGE ROAD
FRIENDSVILLE, TN 37737
865-977-7500

We have enclosed our current ASTM testing results.

In 2014 Knox County Risk Management requested that we have our K-Brand playground wood fiber tested every 2 years.

TUV-SUD America, Inc. Product Safety Services came to our facility on Monday October 3, 2016 for testing and sample pulls. The first test result came in for the ASTM 2075 standard which is attached. The ASTM standard 1292 should be done any day now. I will forward upon receipt.

Our next testing date will be in October of 2018.

Should you have any questions, please call me at 865-977-7500 or on my cell phone at 865-740-6969.

Sincerely,

Katy Kellems

TÜV SÜD America Inc. Product Safety Services
1755 Atlantic Blvd., Auburn Hills, MI 48326
Phone: (616) 546-4600

Tramp Metals Test Results - ASTM F 2075

ASTM F 2075-15
Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.6 and Section 9

Customer/Participant:	Kellem's Recycling Systems Inc.	Report Date:	10/4/2016
Main Office Address:	771 McArthur Rd.	Test Date:	10/3/2016
All testing performed at location ID:	Alcoa, TN 37701	Project No.:	72120686
Product Brand Name/Number:	K-Brand		

4.6.1 Per 9.4 Tramp Metals

Level – 0" – 15"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 15" – 30"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 30" – 45"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 45" – 60"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Pass ☒ Fail ☐

The results reported herein reflect the performance of the above described samples at the time of testing. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. This data sheet provides an accurate representation of the test results.

Signature:	Janice Kellem	Signature:	
Title:	Project Coordinator	Title:	Regional Manager
Date:	10/3/2016	Date:	10/4/2016

TÜV SÜD America Inc.
Product Safety Services
47523 Clipper Drive
Plymouth, MI 48170
Phone: 734.455.4841

Surfacing Material Report – ASTM F1292-13

Client: Kellem's Recycling
Manufacturer: Kellem's Recycling
Manufacturing Location: Friendsville, TN

Phone: (865) 977-7500
Commercial Name of product: K-Brand
Date of Manufacture: Unknown
No. of samples submitted: Approx. 12 Cu. Ft.

TUV Report No.: QI1409233-3
Report Date: 10/1/2014
Test Date: 9/30/14 and 10/1/14
Initial Test ☑
Follow up Test ☐ Ref Job:
Sample Receipt Date: 9/30/2014
Ambient Air Temperature: 22.4°C
Humidity: 35.0%

Test Equipment:

Triax System 4: ☑
Triax System 1: ☐
Accelerometer ID: PLYP00121
Accelerometer Calibration Due Date: 1/22/2015

Environmental Chamber No.: PLYP00101
Calibration Due Date: 6/17/15
Environmental Chamber No.: PLYP00069
Calibration Due Date: 8/11/15

Loose fill Material Sample Description:

Engineered Wood Fiber: ☑
Loose Fill Wood ☐
Rubber: ☐
Sand: ☐
Gravel: ☐
Other: ☐

Un-compacted Depth: 15 Inches

Compacted Depth: 12 Inches

Unitary Sample Description:

Tiles ☐
Poured In Place ☐
Other ☐

Total Thickness: _____
Top Layer: _____
Base Layer: _____

Comments:

The above described sample was tested at : 12 Ft.

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results. Compliance with this Standard does not constitute product certification.

Sample in compliance with ASTM F1292-13 at the temperature and rating specified? Yes ☑ No ☐

Signature: Timothy Franklin Title: Project Coordinator Date: 10/1/14

Reviewed by: [illegible] Title: Project Coordinator Date: 10/13/14

Client: Kellem's Recycling

Manufacturer: Kellem's Recycling

TUV Report No. QI1409233-3

Test Date: 9/30/14 and 10/1/14

Drop	Specified Impact Height (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1	12	70	304	28.0	12.188	71	296	27.9	12.101	61	179	28.0	12.188
2	12	97	498	28.2	12.363	82	375	28.2	12.363	72	333	28.3	12.450
3	12	105	594	28.3	12.450	87	423	28.2	12.363	76	358	28.4	12.539
Average		101	546			84.5	299			73.5	345.5		
Measured Surface Temperature		(-6°C)	Max. Change from reference + 5°C, (5°F)			23°C	Max. Change from reference ± 3°C, (5°F)			49°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:		DRY				DRY				DRY			

Drop	One foot over (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													

Drop	One foot under (Ft.)	Reference Temperature -6°C, (21.2°F)				Reference Temperature 23°C, (73.4°F)				Reference Temperature 49°C, (120.2°F)			
		G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)	G-Max	HIC	Velocity (ft/s)	Theoretical Drop Height (ft.)
1					0.000				0.000				0.000
2					0.000				0.000				0.000
3					0.000				0.000				0.000
Average		0	0			0	0			0	0		
Measured Surface Temperature		°C	Max. Change from reference + 5°C, (5°F)			°C	Max. Change from reference ± 3°C, (5°F)			°C	Max. Change from reference -3°C, (-5°F)		
Sample Condition:													

TÜV SÜD America

TUV SUD America, Inc.
47523 Clipper Street
Plymouth, MI 48170
Ph: (734) 455-4841

America

Sieve Analysis Data Collection Form
ASTM F2075-10a per Section 4.4 and Section 7

Customer/Participant: Kellem's Recycling
Main Office Address: 885 Windridge Rd., Friendsville, TN
Location ID: Friendsville, TN
Product Brand Name: K-Brand

All testing performed at TUV Plymouth, MI

Test Date: 10/1/14

Job# QI1409233-2

Initial Sample Dry Weight (g)= 566.7

3/4" Sieve

Material remaining 0.0 g ÷ Initial sample weight (g)= 566.7 x 100 = 0.0 % not passing ¾" sieve

100% - 0.0 % not passing ¾" Sieve = 100.0 % Passing Sieve

3/8" Sieve

Material remaining 47.1 g ÷ Initial sample weight (g)= 566.7 x 100 = 8.3 % not passing 3/8" sieve

100% - 8.3 % not passing 3/8" Sieve + 0.0 % not passing ¾" Sieve = 91.7 % Passing Sieve

#16 Sieve

Material remaining 518.9 g ÷ Initial sample weight (g)= 566.7 x 100 = 91.6 % not passing #16 sieve

100% - 91.6 % not passing #16 Sieve + 0.0 + % not passing ¾" Sieve + 8.3 + % not passing 3/8" Sieve = 0.1 % Passing Sieve

Sieve Size	Min / Max Requirements	% Loss by Sieve (Percent Passing)
3/4" (19.05 mm)	99 - 100 %	100.0
3/8" (9.53 mm)	75 - 100 %	91.7
No.16 (0.0469in.)	0 - 15 %	0.1

Sample in compliance with ASTM F2075-10 for Sieve Analysis Section 4.4 per 7.4

Yes [X] No [ ]

Test Performed By: Timothy Franklin Title: Project Coordinator Date: 10/1/14

Reviewed By: Title: Date:

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.

TÜV SÜD America Inc. Product Safety Services
47523 Clipper Drive, Plymouth, MI 48170
Phone: 734.455.4841 Fax: 734.455.6590

Tramp Metals Test Results - ASTM F 2075

ASTM F 2075-10a

Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment, Section 4.6 and Section 9

Customer:	Kellem's Recycling	Report Date:	9/26/2014
Main Office Address:	885 Windridge Rd. Friendsville, TN 37737	Test Date:	9/24/2014
All testing performed at location ID:	Friendsville, TN	Job No.:	QI1409233-1
Product Brand Name/Number:	K-Brand		

4.6.1 Per 9.4 Tramp Metals

Level – 0" – 15"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 15" – 30"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 30" – 45"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Level – 45" – 60"

Quadrant 1		Quadrant 2		Quadrant 3		Quadrant 4	
Pass	Fail	Pass	Fail	Pass	Fail	Pass	Fail
☒	☐	☒	☐	☒	☐	☒	☐

Pass ☒ Fail ☐

Comments:

Signature:		Signature:	Timothy Fountain
Title:	Project Coordinator	Title:	Project Coordinator
Date:	9/26/2014	Date:	10/13/14

TÜV America Inc.
47523 Clipper St.
Plymouth, MI 48170

Phone: (734) 455-4841
Fax: (734) 455-6590
E-mail: info@tuvam.com
www.TUVamerica.com

TÜV SÜD America

Hazardous Metals Test
ASTM F2075-10a, Section 4.5.2 per 8.0

Manufacturer	Kellem's Recycling
Main Office Address	885 Windridge Rd. Friendsville, TN 37737
Manufacturing Location ID	Friendsville, TN
Product Brand Name	K-Brand

PURCHASE ORDER: #2000011111

TÜV JOB# QI1409233-4

The following ISO 17025-accredited Laboratory performed testing:

St. Louis Testing Laboratories, Incorporated
2810 Clark Avenue
St. Louis, MO 63103
St. Louis Testing Laboratory report attached (1 page).

Test Result: **Pass** X **Fail** _____

Prepared By:

10/7/2014
Date

Project Coordinator
Title

Reviewed and Approved By:

10/13/14
Date

Project Coordinator
Title

St. Louis Testing Laboratories
INCORPORATED
2810 Clark Avenue • St. Louis, MO 63103-2574 • (314) 531-8080 • FAX (314) 531-8085
Chemical, Metallurgical, Mechanical, Nondestructive, Environmental Testing, Analyses and Field Service.

TUV SUD AMERICA, INC
47523 Clipper St
Plymouth, MI 48170

Attention: Janice Gudenau

October 6, 2014
Lab No. 14C-1930
Invoice No. 189548
P.O. No. 2000011111

REPORT OF ANALYSIS

MATERIAL: QI1409233-4

SUBJECT: Soluble Heavy Metals Analysis

STANDARD: ASTM F2075-10a

TEST METHOD: ASTM F2075-10a

UNITS: Soluble Heavy Metals - Parts per Million (ppm)

RESULTS:

Substance	QI1409233-4	Maximum Allowable Limit	Method Detection Limit
Soluble Antimony	<50	60	50
Soluble Arsenic	<15	25	15
Soluble Barium	<900	1000	900
Soluble Cadmium	<65	75	65
Soluble Chromium	<50	60	50
Soluble Lead	<80	90	80
Soluble Mercury	<50	60	50
Soluble Selenium	<400	500	400

The soluble heavy metal content of the tested product is in compliance with the requirements of the above-indicated standard.

Identification of tested specimens provided by the client.

Robin E. Sinn
Laboratory Director

RES/gkg

Testing Cert. No. 0397-01
Testing Cert. No. 0397-02

AN ORIGINAL COPY OF TEST REPORT WILL BE PROVIDED BY THIS LABORATORY ON REQUEST.
NOT OFFICIAL WITHOUT THE RAISED SEAL OF ST. LOUIS TESTING LABORATORIES, INC.
SEE REVERSE FOR CONDITIONS.

SECTION V VENDOR INFORMATION FOR BID #2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 **Vendor:** K Kellems Recycling Systems, Inc.

5.2 **Vendor number as assigned by Knox County:** 11462

5.3 **Street Address:** 885 Woodridge Rd

5.4 **City:** Friendsville **State:** TN **Zip:** 37737

5.5 **Telephone Number:** (865) 977-7500

5.6 **Fax Number:** (865) 977-7500

5.7 **Contact Person:** Kathleen Kellems

5.8 **Contact Person's e-mail address:** kkellems@bellsouth.net

5.9 **Authorizing Signature:** Kathleen Kellems

5.10 **Vendor's Knox County Business License Number:** 0318833

5.11 **State of Tennessee sales tax number:** 172916948

5.12 **Guaranteed business days for delivery after receipt of a signed purchase order:** 2 **days**

5.13 **May other government agencies in Tennessee purchase these items at the same prices per Section 1.9 of this bid?** Yes___ No ✓

5.14 **Will you accept payment via e-commerce card as per Section 1.19?** ✓ **Yes** ___ **No**

5.15 **Did you include authorized dealer/reseller documentation as per Section 3.6?** ✓ **Yes** ___ **No**

5.16 **I acknowledge the receipt of: (please write "yes" if you received one)**
Addendum 1___ **Addendum 2**___ **Addendum 3**___ **Addendum 4**___

5.17 **Do you accept the terms and conditions of the bid?** (YES) **NO** **YES WITH EXCEPTION**
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

___

___

5.18 **Vendor offers a discount of** 10% **% if payment is made within 30 days.**

SECTION VI PRICING FOR BID 2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

6.1 Provide a unit price for the purchase and delivery of playground borders to any Knox County School facility as per section 4.3. (price per standard section) $_____

6.2 Provide a unit price for the purchase and delivery of gravel drainage fill to any Knox County School facility asper section 4.6. (price per cubic yard) $_____

6.3 Provide a unit price for the installation of gravel drainage fill as per section 4.6. (price per cubic yard). Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary. $_____

6.4 Provide a unit price for the purchase and delivery of engineered wood fiber, loose-fill protective surface material to any Knox County School facility as per section 4.1.8. (price per cubic yard) $16.00/100 Per yard. Delivered.

6.5 Provide a unit price for the installation of engineered wood fiber, loose-fill protective surface material as per section 4.1.8. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary. $_____

6.6 Provide a unit price for the purchase and delivery of shredded/recycled rubber mulch, loose-fill protective surface material to any Knox County School facility as per section 4.2. (price per cubic yard) $_____

6.7 Provide a unit price for the installation of shredded/recycled rubber mulch, loose-fill protective surface material as per section 4.2. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary. $_____

6.8 Provide a unit price for the installation of unitary protective surface Material as per section 4.2. (price per square foot). Note: Installation price shall include necessary material and equipment required for a complete installation. $_____

6.9 Provide a unit price for the purchase, delivery and installation of surface mats to any Knox County School facility as per section 4.4 (price each) $_____

6.10 Provide regular hourly labor costs to provide supervisory personnel for border and/or protective surface installation. $_____

6.11 Provide overtime hourly labor costs to provide supervisory personnel for border and/or protective surface installation. $_____

6.12 Provide regular hourly labor costs to provide laborers for border and/or protective surface installation. $_____

6.13 Provide overtime hourly labor costs to provide laborers for border and/or protective surface installation. $_____

6.14 INDIVIDUAL PROJECT COST PREPARATION

Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, inspection services, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

REFERENCES

Vendor shall provide a minimum of three (3) references for Playground Protective Surface Material (Ground Cover) that they have performed within the last three (3) years. Each reference must be filled out completely.

NAME OF BUSINESS THAT WAS SERVICED: Blount Co. Schools

CONTACT NAME: Tim Tipton Risk Mgmt. **E-mail** ttipton@blountTN.org

PHONE NUMBER (865) 273-5776 **FAX NUMBER** (865) 273-5778

ADDRESS: 387 Court Street, Maryville, TN 37804

AMOUNT OF CONTRACT: $ 29,905. January 2015 thru October 7, 2016

TYPE OF WORK: K Brand engineered wood fiber

NAME OF BUSINESS THAT WAS SERVICED: Maryville City Schools

CONTACT NAME: Richard Harbison **E-mail** richard.harbison@maryvilleschools.org

PHONE NUMBER (865) 982-7121 **FAX NUMBER** (865) 977-5055

ADDRESS: 833 Lawrence Ave, Maryville, TN 37803

AMOUNT OF CONTRACT: $ 22,770. January 2015 thru October 2016

TYPE OF WORK: K brand engineered wood fiber

NAME OF BUSINESS THAT WAS SERVICED: Clinch Educational Cooperative Powell

CONTACT NAME: Derrick Rowland **E-mail** drowland@cep.org

PHONE NUMBER (423) 526-1981 **FAX NUMBER** (423) 626-8246

ADDRESS: 106 Ingle Drive, P.O. Box 279, Tazewell, TN 37879

AMOUNT OF CONTRACT: $ 18,090. January 2015 thru October 7, 2016. 9,400. October 10, 2016

TYPE OF WORK: K Brand engineered wood fiber

INSURANCE CHECKLIST
BID NUMBER 2448

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS 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 CONTRACTOR	$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-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: William Blount & Associates AUTHORIZING SIGNATURE: Wm Blount

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: Kellens Recycling AUTHORIZING SIGNATURE: Kathleen Kellens

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Kathleen Kellems, President or other Principal Officer of Kellems Recycling Systems, Inc. swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

Kathleen Kellems
President or Principal Officer

For: Kellems Recycling Systems, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF Blount }

Subscribed and sworn before me by Kathleen Kellems,

President or Principal Officer of Kellems Recycling Systems, Inc.

On this 10th day of October 2016.

Emily Payne
Notary Public

My Commission expires: 11/30/19

EMILY PAYNE
STATE OF TENNESSEE NOTARY PUBLIC
BLOUNT COUNTY

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Kathleen K. Williams, President or other Principal Officer of Williams Recycling Systems, Inc, swear or affirm that the Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

Name of Company

* Williams Recycling is currently working on becoming compliant and will be if awarded this bid.

Kathleen K. Williams
President or Principal Officer

For: Williams Recycling Systems, Inc.
Name of Company

STATE OF TENNESSEE}
COUNTY OF Blount }

Subscribed and sworn before me by Kathleen Williams,

President or Principal Officer of Williams Recycling Systems, Inc,

On this 10th day of October 2016.

Emily Payne
Notary Public

EMILY PAYNE STATE OF TENNESSEE NOTARY PUBLIC BLOUNT COUNTY

My Commission expires: 11/30/19

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Approve a term contract for the purchase and delivery of playground protective surface material with Kellems Recycling, Inc (engineered wood fiber) and Magic Mulch, LLC (shredded/recycled rubber) as needed by individual schools for a period of one (1) year with four (4) possible one (1) year extensions for a total of five (5) years (Bid No. 2448).

This establishes a term contract for a one (1) year term with four (4) possible one (1) year extensions for a total of five (5) years that will allow individual schools to purchase engineered wood fiber, loose-fill protective surface material in accordance with Board Policy E-140.

Cost of the Item:

To be determined. Purchases will be made by individual schools as needed.

Description and type of funding source:

To be determined by each individual school as needs arise.

KNOX COUNTY GOVERNMENT

AND

MAGIC MULCH, LLC

This Contract made and entered into this _____ day of _____, 2016 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as **"Knox County" and Magic Mulch, LLC** hereinafter referred to as **"Contractor."**

Whereas, County requested sealed bids for the provision of Playground Protective Surface Material for Knox County Government, (Invitation for Bid 2448);

Whereas, Contractor submitted a Bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by Knox County;

Whereas, Contractor agrees and undertakes to provide Playground Protective Surface Material to Knox 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 Knox County Government, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's 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 _____ day of _____ 2016 and ends the _____ day of _____ 2017, unless terminated in conformity with the terms of this contract as contained in paragraphs 7 and 8. Upon the mutual agreement of Knox County and the Contractor, 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.

2. **Payment.** Knox County shall pay Contractor the amount as agreed upon in Knox County's Invitation for Bid 2448 for Playground Protective Surface Material as follows:

See Attachment "B" Contractor's Written Response to Invitation for Bid 2448

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.

3. **Placement of Orders.** Knox County departments and agencies will place orders with the Knox County Procurement Division. Knox County Procurement will issue purchase orders to the Contractor. Only purchase orders issued by Knox County Procurement shall be honored.

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County upon the successful completion of all aspects of a particular job. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices.

For KCSMO mail all invoices to:

Knox County Schools Maintenance & Operations
Purchasing Supervisor
900 East Fifth Avenue
Knoxville, Tennessee 37917

5. **Pricing and Escalation.** Contractor warrants that the unit pricing stated in Attachment "B" shall remain firm for a period of one (1) year from the first day of the contract period. If the Contractors price is increased after the first year, Knox County must give written approval before the increase shall become effective. Requests for price adjustments must be submitted at least sixty (60) days in advance of the date the price increase is requested. Justification for the requested adjustment (costs of labor and/or materials) must be accompanied by appropriate documentation. Escalation shall not exceed the increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U: U.S. City Average, All Items), published by the U.S. Department of Labor, Bureau of Labor Statistics, during the immediately preceding contract year.

6. **Safety.** The successful vendor shall exercise all safety measures associated with the services to be performed under this contract and hereby warrants that all employees working under this contract have been trained in the proper and safe practices of Playground Protective Surface Material and related duties.

7. Termination. Knox County may terminate this contract with or without cause, upon written notice of not less than thirty calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed written permission of Knox County. The agencies utilizing this Contract may also terminate their individual participation by written notice.

Should the Contractor fail to provide Playground Protective Surface Material as detailed herein, Knox County will communicate the **problem(s) to the Contractor** verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. **The Contractor shall have 72 hours** to rectify the problems. If the same or other problems persist or reoccur, Knox County may terminate the contract.

In the event Contractor intends to interrupt or discontinue service under this contract, Contractor agrees to give Knox County 90 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance or service without said advance written notice shall constitute a material breach of this contract.

8. Appropriations. In the event no funds are appropriated by Knox County for Playground Protective Surface Material 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 obligations owed to or by either party.

9. Independent contractor. Contractor and Contractor's employees shall serve as independent contractors and County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. 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 Playground Protective Surface Material, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

11. Criminal background check. Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any of the schools (previously

defined as premises) in performance of the Services in this contact before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to Knox County and this will serve as compliance with said requirement.

12. 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.

13. Prohibition against assignment. Contractor shall not assign this contract to any party, company, partnership, incorporation, or person without prior specific written consent of Knox County.

14. Jurisdiction. 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.

15. Right to inspect. Knox County reserves the right to make periodic inspections of the manner and means the services are performed.

16. 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.

17. 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 Knox 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.

18. 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.

19. 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 **contract by Contractor**, its subcontractors, agents or employees or due to any negligent act or occurrence or omission or **commission of Contractor**, its subcontractors, agent, or employees.

20. Delivery. Contractor shall render Playground Protective Surface Material for Knox County in accordance with the **Contractor's** schedule and coordinated with Knox County or its designee.

21. 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 2448
b. Contractor's Written Response to Invitation for Bid 2448

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 on the day and year first above written.

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 #: _____ **KNOX COUNTY, TENNESSEE**

APPROVED AS TO LEGAL FORM

_____ Gary Dupler

Law Director's Office – Signature **Law Director's Office – Printed Name**

Date 10/25/16

MAGIC MULCH, LLC

_____ _____

AUTHORIZED SIGNATURE **PRINTED NAME**

DATE _____

The Procurement Division of Knox County Tennessee will receive sealed bids for the provision of **Playground Protective Surface Material (Ground Cover)** as specified herein. Bids must be received by **2:00 p.m.** on **October 11, 2016**. Late bids will neither be considered nor returned.

Deliver Bids To:

Bid Number **2448**
Knox County Procurement Division
1000 North Central Street, Suite 100
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 Tom Seagle, CPPB at 865/215-5603. Questions may be faxed to 865/215-5605 or emailed to tom.seagle@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the Internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of Ninety (90) 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(s) meeting specifications, who 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 item-by-item basis, an "all or none" basis, or by a multiple award, whichever is in the best interest of the County. Knox County reserves the right to not make an award. The bid evaluation criteria are listed in Section 3.15.

1.6 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County will not be responsible for bids delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of 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 **BID EXPENSES:** Expenses for developing the bids are entirely the responsibility of the bidder and shall not be chargeable in any manner to Knox County.

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 **COOPERATIVE PURCHASING:** Bidders must indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases by other entities.

1.10 **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 may result in the bid being non-responsive and disqualified.

1.11 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business 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 Disadvantaged Business Program please contact:

Diane Woods, CPPB, Business Outreach Administrator, or Lori Holmann, Coordinator of Business Outreach
Knox County Procurement Division
Telephone: Diane Woods 865.215.5760, Lori Holmann 865.215.5757, Fax: 865.215.5778
E-Mail: diane.woods@knoxcounty.org or lori.holmann@knoxcounty.org

1.12 **DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

1.13 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted be one (1) marked original and one (1) exact copy. If submitting electronically no additional copies are needed.

1.14 **ELECTRONICALLY SUBMITTED RESPONSE:** Knox County Procurement Division **will** accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile submission is strictly prohibited.

1.15 **HOW TO DO BUSINESS:** Knox County utilizes a web-based purchasing 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, register as a vendor in our on-line purchasing system, "Knox Purchasing 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.

1.16 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.17 **NEW MATERIAL:** Unless specified otherwise in the bid package, the Vendor must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Vendor submission of other than new materials may be cause for the rejection of the bid.

1.18 **NON-COLLUSION:** Vendors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal 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 orders for products. The first is the use of Purchase orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific items(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 Credit Card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transactions by the requesting department. Vendors must indicate in their bid response if the vendor will accept the Knox County 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 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.21 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders 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 bidder's ability.

1.22 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that bids being submitted on paper shall:

1.22.1 Be submitted on recycled paper
1.22.2 Not include pages of unnecessary advertising
1.22.3 Be made on both sides of each sheet of paper

1.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid 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 **October 3, 2016** by **4:30 p.m**. These requirements also apply to specifications that are ambiguous.

1.24 **SIGNING OF BIDS:** When submitting your bid, in order to be considered all bids must be signed. Please sign the original in blue ink.

1.25 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.26 **TERM BID AGREEMENTS:** If this bid results in a Term Bid Contract with the vendor, Knox County must receive all general price decreases that other similar customers receive.

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 bidders 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. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the Vendor Registration link and complete the forms. 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 three (3) years from the date of the final payment under this agreement for inspection by Knox 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 which 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. All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contactors and its employees that perform any services at Knox County Schools must submit to a criminal history records check, at vendor's expense, 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 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:** This Contract shall be governed by the laws of the State of Tennessee, 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 **LIMITATION 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) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.17 **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.

2.18 **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, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **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.

2.20 **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.

2.21 **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.

2.22 **TERM BID AGREEMENTS:** If this bid results in a term contract with the vendor, Knox County must receive all general price decreases that other customers receive.

2.23 **TERMINATION:** Knox 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.

2.24 **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. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this bid to establish a term contract with one or more qualified vendor(s) to provide Playground Protective Surface Material (Ground Cover), either individually or collectively, as determined by each project. Award will be based on Best Value. Best Value means more than low cost. It includes 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 an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITION/DELETION OF GOODS:** Knox County reserves the right to add or delete goods and/or services as the needs arise. If items are to be added, Knox County and the successful vendor(s) shall arrive at a mutually agreeable price.

3.4 **AWARD PROCESS:** Upon award, the resulting contract:

- **3.4.1** Will be drafted by the Knox County Procurement Division.
- **3.4.2** Will be sent to the Knox County Law Department for approval.
- **3.4.3** Will be forwarded to the Knox County Board of Education Meeting for inclusion on the agenda for the next regularly scheduled meeting (if required).
- **3.4.4** Will be forwarded to the Knox County Commission for inclusion on the agenda for the next regularly scheduled meeting (if required).
- **3.4.5** Will be sent to the Knox County Board of Education for signature.
- **3.4.6** Will be sent to the Knox County Mayor for signature.
- **3.4.7** Will be forwarded to the Knox County Procurement Division for obtaining the signature of the Contractor(s).
- **3.4.8** Be fully executed.

3.5 **AWARD STATUS:** Knox County intends to issue a one-year (1) award. Upon the mutual agreement of each vendor 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. Knox County reserves the right to purchase these items/services from other sources if the need arises.

3.6 **AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.

3.7 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or all of the successful bid in selecting an operation which is judged to be in the best interest of the Knox County. All material submitted becomes the property of Knox County.

3.8 **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 peculiar to 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.

3.9 **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.

3.10 **CONTACT PERSONNEL:** It shall be essential to the success of this term contract to develop a good working relationship with the successful bidder(s). It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two vendor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful bidder shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of Knox County so as to avoid any interruption of service.

3.11 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful bidder(s). The Knox County Procurement Division will draft this contract and no vendor forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

3.12 **DESTINATION AND DELIVERY:** Bidders are to include all destination and delivery charges in their price. **There will be no extra hidden charges.**

3.13 **DELIVERY TIME:** Bidders must state the number of business days until delivery after receipt of a signed purchase order. Bidders shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendor must state the number of business days, not a range of days. For example, an unacceptable answer is "30-60 business days". Vendors must be specific and state either "30 business days" or "60 business days". If vendor states a range of days, Knox County will base their answer on the maximum number of days provided.

3.14 **ENTRANCE TO KNOX COUNTY SCHOOL SITES:** Only authorized employees of the successful Contractor(s) are allowed on the premises of Knox County Schools (KCS) facilities. Contractor(s) employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the Contractor(s). All employees must wear a company uniform, or name badges identified with the Company name at all times. Contractor and/or employees of contractors must contact the designated Knox County Schools personnel prior to reporting to a site for work. Protocol shall be established at each individual project site to determine the designated KCS personnel.

3.15 **EVALUATION CRITERIA:**

Price	80 points
References	10 points
Guaranteed number of days for delivery	10 points

3.16 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information 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 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 opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.

3.17 **INSTALLATION:** The successful Contractor(s) may be required to install the material on an as-needed basis. KCS will notify the successful Contractor(s) of these occurrences and an installation plan will be developed and approved by KCS. The successful Contractor(s) will pursue all work diligently until completed and inspected/accepted by KCS.

3.18 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with the bid. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and listing Knox County as additional insured.

3.19 **INVOICING:** It is preferred, where possible, that invoices be submitted electronically. Information will be provided to the successful bidder(s) to establish this protocol. When mailing is the only alternative, submit one original invoice and one copy to:

Safety Manager
Knox County Schools
912 Gay Street
Knoxville, TN 37902
Or
Contract Administrator
Knox County Schools Facility and Construction
912 Gay Street
Knoxville, TN 37902

THE INVOICE MUST SHOW:

The purchase order number and an itemized listing of the charges.
(INVOICES, WHICH DO NOT SHOW THIS INFORMATION, ARE SUBJECT TO REJECTION.)

Invoices shall be original, uniquely pre-numbered and white.

Please note: Each department or division of Knox County Government and Knox County Schools are responsible for their own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business have separate accounts for each department or division that desires to purchase from you. Do not credit one department's payments to another department's account.

3.20 **ITEM ANALYSIS AND SPECIFICATIONS:** Detailed analysis and specifications for the items offered must accompany the bid. If you are bidding on anything other than what is specified in this bid, you must submit this. Failure to comply with this section shall be just cause for rejection of bids.

3.21 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

3.22 **MATERIAL/LABOR QUALITY:** Unless otherwise specified all materials must be of a commercial grade or better.

3.23 **MSDS INFORMATION:** The successful Contractor(s) will provide MSDS information for all products that are installed or are to be considered for installation under this contract.

3.24 **NEWS RELEASES BY CONTRACTORS:** As a matter of policy, Knox County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of Knox County.

3.25 **NO CONTACT POLICY:** After the date and time that the bidder receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

3.26 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bids promotes competition. It shall be the bidder's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bids. Such notification must be submitted in writing and must be received by the Procurement Division no later than **October 3, 2016 at 4:30 pm.**

3.27 **PRICING:** Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the contract. However the vendor may request a price increase at each renewal period. A request for a price increase must be accompanied by proof of increased price to the vendor. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected the vendor may:

3.27.1 Either continue with existing prices.

3.27.2 Not accept the renewal offer.
3.27.3 Request a lower price increase.

3.28 **QUANTITIES:** Knox County does not guarantee any quantities of items to be purchased. Purchase orders will be issued on an as needed basis.

3.29 **RECORDS:** Vendor will maintain records of items and quantities purchased by Knox County and make them available on request.

3.30 **REJECTION OF BIDS:** Knox County reserves the right to reject any and all bids received as a result of this request and to waive any informality, technical defect or clerical error in any bid, as the interests of the County may require. Non-acceptance of any bid will be devoid of any criticism of the bid and of any implication that the bid is deficient in any manner. Non-acceptance of any bid shall be construed as meaning simply that the County does not deem the bid to be acceptable or that another bid was deemed to be more advantageous to Knox County for the particular services proposed.

3.31 **REMOVAL OF VENDOR'S EMPLOYEES:** The Vendor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County Schools may require that the Vendor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

3.32 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during a project. The safety of the public is the prime concern to Knox County and all costs associated are the responsibility of the contractor.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

3.33 **SCHEDULING OF WORK:** Contractor(s) shall cooperate with school officials in performing work so that interference with the normal program will be held to a minimum.

3.34 **SIGN-IN:** Workers must individually sign the Vendor Check-In Log at each site where work is to be performed. Failure to sign-in will negate Knox County Schools' responsibility to pay the resulting invoice.

3.35 **SUB-CONTRACTING:** Any sub-contracting must be approved, in advance, by both Knox County and KCS. Knox County and KCS may terminate the contract if subcontracting is done without approval.

3.36 **SUB-CONTRACTORS:** Bidders are strongly encouraged to solicit minority owned and operated sub-contractors for this bid and during the duration of the award.

3.37 **SUBMIT QUESTIONS:** Prospective bidders may submit questions concerning this solicitation by **October 3, 2016 at 4:30 pm.** Submit questions as noted in Section 1.1.

3.38 **VALUE ADDED RELATIONSHIP:** Knox County intends for this bid to result in a relationship with a vendor. Knox County desires a long-term relationship with a vendor in which common goals are shared. Among those goals are:
3.38.1 Fair and equitable treatment of vendor and owner.
3.38.2 Vendor expertise in methods of cost reduction. Vendors are encouraged to suggest ways in which costs can be reduced by product substitution or process modification.
3.38.3 Vendor involvement in the School system or a specific school on a non-business basis.

SECTION IV EQUIPMENT SPECIFICATIONS

4.1 **PLAYGROUND PROTECTIVE SURFACE MATERIAL (LOOSE-FILL):** Playground protective surface materials shall be as specified, including but not limited to, all applicable provisions of the following:

- **4.1.1** "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC)
- **4.1.2** ASTM-F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment
- **4.1.3** ASTM F1292, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- **4.1.4** ASTM F2223, Standard Guide for ASTM Standards on Playground Surfacing.
- **4.1.5** ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- **4.1.6** Americans With Disabilities Act (ADA)
- **4.1.7** Loose-fill protective surfaces shall be certified by the International Play Equipment Manufacturers Association (IPEMA) or hold comparable certification.
- **4.1.8** Though several types of material meet the ASTM requirements, loose-fill protective surfaces for playgrounds located at facilities within the Knox County Schools district shall be limited to either certified engineered wood fiber or certified shredded/recycled rubber mulch.

4.2 **PLAYGROUND PROTECTIVE SURFACE MATERIAL (UNITARY):** Unitary protective surfaces shall be a bonded rubber, poured-in-place, or hybrid product and shall be as specified, including but not limited to, all applicable provisions of the following:

- **4.2.1** ASTM F1292, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- **4.2.2** ASTM F2479, Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing.
- **4.2.3** Installation of unitary protective surfaces shall be installed under the direct supervision of an individual certified by the National Recreation and Park Association as a Certified Playground Safety Inspector (CPSI)
- **4.2.4** Unitary protective surfaces shall be certified by the International Play Equipment Manufacturers Association (IPEMA) or hold comparable certification.

4.3 **PLAYGROUND BORDERS:** Playground borders shall be a minimum of 12" high. UV stable and constructed of a durable molded plastic

4.4 **PLAYGROUND SURFACE MATS:** Playground surface mats shall be manufacturer's standard size as required for the specific application.

4.5 **BIDDER REQUIREMENTS:** Where applicable, all Bidders must be certified by the manufacturer to supply and install the proposed material. A copy of certification shall be included with the bid.

- **4.5.1** The successful vendor(s) shall have staff that is factory certified by the manufacturer to install any of the products selected for installation.
- **4.5.2** This contract will be made available for use by school support organizations associated with individual schools in the Knox County Schools system. Regardless of the source of funding or order request, the terms and conditions of this contract shall prevail. The standard terms and conditions of the vendor shall not be included as a part of the contract.
- **4.5.3** A copy of the required ASTM certification must be provided with each load of surface material delivered and submitted to a representative of the school system at the time of delivery.

4.6 **INSTALLATION:** Contractor shall be required to fully install the protective surface material, in whole or in part as required for each individual project identified. This includes, but is not limited to, installation of the gravel underdrain system, borders, and/or protective surface material. Actual equipment and protective components shall be determined on an individual project basis.

Installation shall not be deemed complete until the designated Knox County Schools representative has verified in writing that all aspects are complete and functioning properly. Note that installation will occur in numerous locations within the Knox County Schools system.

4.7 **MANUALS:** The successful vendor(s) shall furnish all owner and operator's manuals for all components of the playground equipment for each installation performed under the contract.

4.8 **WARRANTY:** The successful vendor(s) shall provide the manufacturer's standard warranty against equipment defects and an installation warranty, both for a minimum period of one year. Detailed warranty information shall be provided for each installation as a prerequisite for final payment.

4.9 **NOTIFICATION OF PRODUCT RECALLS:** This contract will be made accessible to and, at times, will be used by school support organizations associated with individual schools in Knox County. Regardless of the source of funding or order requests, Knox County Schools shall be listed with the manufacturer as an owner of all equipment in order to guarantee notification of any factory bulletins or recalls. Notifications shall be sent to Knox County Schools Safety Manager at the address listed in section 3.19.

SECTION V VENDOR INFORMATION FOR BID #2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

The following pages should be attached as a portion of the bid response. Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Vendor number as assigned by Knox County: _____

5.3 Street Address: _____

5.4 City: _____ **State:** _____ **Zip:** _____

5.5 Telephone Number: _____

5.6 Fax Number: _____

5.7 Contact Person: _____

5.8 Contact Person's e-mail address: _____

5.9 Authorizing Signature: _____

5.10 Vendor's Knox County Business License Number: _____

5.11 State of Tennessee sales tax number: _____

5.12 Guaranteed business days for delivery after receipt of a signed purchase order: _____**days**

5.13 May other government agencies in Tennessee purchase these items at the same prices per Section 1.9 of this bid? Yes___ No____

5.14 Will you accept payment via e-commerce card as per Section 1.19? _____Yes _____No

5.15 Did you include authorized dealer/reseller documentation as per Section 3.6? _____Yes _____No

5.16 I acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1_____Addendum 2_____Addendum 3_____Addendum 4_____

5.17 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

_____

_____

5.18 Vendor offers a discount of _____ **% if payment is made within 30 days.**

SECTION VI PRICING FOR BID 2448, PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

6.1	Provide a unit price for the purchase and delivery of playground borders to any Knox County School facility. (price per standard section)	$_____
6.2	Provide a unit price for the purchase and delivery of gravel drainage fill to any Knox County School facility. (price per cubic yard)	$_____
6.3	Provide a unit price for the installation of gravel drainage fill. (price per cubic yard). Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.4	Provide a unit price for the purchase and delivery of engineered wood fiber, loose-fill protective surface material to any Knox County School facility. (price per cubic yard)	$_____
6.5	Provide a unit price for the installation of engineered wood fiber, loose-fill protective surface material. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.6	Provide a unit price for the purchase and delivery of shredded/recycled rubber mulch, loose-fill protective surface material to any Knox County School facility. (price per cubic yard)	$_____
6.7	Provide a unit price for the installation of shredded/recycled rubber mulch, loose-fill protective surface material. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	$_____
6.8	Provide a unit price for the installation of unitary protective surface material. (price per square foot). Note: Installation price shall include necessary material and equipment required for a complete installation.	$_____
6.9	Provide a unit price for the purchase, delivery and installation of surface mats to any Knox County School facility. (price each)	$_____
6.10	Provide regular hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	$_____
6.11	Provide overtime hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	$_____
6.12	Provide regular hourly labor costs to provide laborers for border and/or protective surface installation.	$_____
6.13	Provide overtime hourly labor costs to provide laborers for border and/or protective surface installation.	$_____

6.14 INDIVIDUAL PROJECT COST PREPARATION

Contractor may be required upon request to prepare and submit (prior to commencing work) a written quotation to provide a turn-key project. The quotation shall include all cost required to provide a complete and full installation at a given location. The pricing shall include but not be limited to the cost of design, permits, labor, materials, a detailed description of the scope of work, inspection services, and any required subcontracted services. The quotation shall remain firm for ninety (90) days from the date of receipt by Knox County. All estimation and quotation preparation shall be provided at no cost or obligation to Knox County.

REFERENCES

Vendor shall provide a minimum of three (3) references for Playground Protective Surface Material (Ground Cover) that they have performed within the last three (3) years. Each reference must be filled out completely.

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

NAME OF BUSINESS THAT WAS SERVICED: _____

CONTACT NAME: _____ **E-mail** _____

PHONE NUMBER _____ **FAX NUMBER** _____

ADDRESS: _____

AMOUNT OF CONTRACT: $ _____

TYPE OF WORK:

INSURANCE CHECKLIST
BID NUMBER 2448

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS 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 CONTRACTOR	$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-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME:_____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, _____, President or other Principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, _____, President or other Principal

Officer of _____, swear or affirm that the
Name of Company
Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

_____
President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

EVALUATION FOR BID 2448 FOR PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

EVALUATOR: Tom Seagle

Please note that your evaluation will be considered recommendations only; the final recommendation for award of this bid will be the exclusive responsibility of the Knox County Purchasing Manager.

The evaluation criteria for this bid is as follows:

Price	80 points
References	10 points
Guaranteed number of days for delivery	10 points

Department agrees with this evaluation: Yes ✓ No_____

Signature: Douglas L. Dillingham Date: 10/19/2016

Company Name	Price (80 Points) 80 divided by 13 items = 6.15 Points each item	References (10 Points)	Guaranteed number of days for delivery (10 Points)	Total Points Awarded
Kellems Recycling	6.1 No Bid 6.2 No Bid 6.3 No Bid 6.4 $16.00 per yard delivered 6.5 No Bid 6.6 No Bid 6.7 No Bid 6.8 No Bid 6.9 No Bid 6.10 No Bid 6.11 No Bid 6.12 No Bid 6.13 No Bid **6.15 Points**	Gave 3 References, Sent 3 out, received 2 Back **10 Points**	2 days **10 Points**	**26.15 Points**
Magic Mulch	6.1 No Bid 6.2 No Bid 6.3 No Bid 6.4 No Bid 6.5 No Bid 6.6 $145.60 6.7 $40.00 6.8 No Bid 6.9 $200.00 6.10 $20.00 6.11 No Bid 6.12 No Bid 6.13 No Bid **24.6 points**	Gave 3 References, Sent 3 out, received 2 back **10 Points**	15 Business days **1.33 Points**	**35.93 Points**
American Safety Surface	Non Responsive			

QUOTE

Printed: 10/11/2016

Knox County Purchasing Division
1000 North Central Street
Suite 100
Knoxville, TN 37917

Required Date:		Quote ID
Promise Date:		
Bid Number:	00002448	00008621
Department:	KNOX COUNTY SCHOOLS	

VENDOR
Magic Mulch, LLC
3037 Sutherland Avenue
Knoxville , TN TN

SHIP TO
Knox County Purchasing Division
1000 NORTH CENTRAL STREET
SUITE 100
KNOXVILLE, TN 37917

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Provide a unit price for the purchase and delivery of playground borders to any Knox County School facility as per section 4.3. (price per standard section)	1.00	EA	$ 0.00	$ 0.00	$ 0.00
2	Provide a unit price for the purchase and delivery of gravel drainage fill to any Knox County School facility asper section 4.6. (price per cubic yard)	1.00	CUYD	$ 0.00	$ 0.00	$ 0.00
3	Provide a unit price for the installation of gravel drainage fill as per section 4.6. (price per cubic yard). Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	1.00	CUYD	$ 0.00	$ 0.00	$ 0.00
4	Provide a unit price for the purchase and delivery of engineered wood fiber, loose-fill protective surface material to any Knox County School facility as per section 4.1.8. (price per cubic yard)	1.00	CUYD	$ 0.00	$ 0.00	$ 0.00
5	Provide a unit price for the installation of engineered wood fiber, loose-fill protective surface material as per section 4.1.8. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	1.00	CUYD	$ 0.00	$ 0.00	$ 0.00
6	Provide a unit price for the purchase and delivery of shredded/recycled rubber mulch, loose-fill protective surface material to any Knox County School facility as per section 4.2. (price per cubic yard)	1.00	CUYD	$ 145.00	-$ 17.40	$ 145.60
7	Provide a unit price for the installation of shredded/recycled rubber mulch, loose-fill protective surface material as per section 4.2. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.	1.00	CUYD	$ 40.00	$ 0.00	$ 40.00
8	Provide a unit price for the installation of unitary protective surface Material as per section 4.2. (price per square foot). Note: Installation price shall include necessary material and equipment required for a complete installation.	1.00	SQFT	$ 0.00	$ 0.00	$ 0.00
9	Provide a unit price for the purchase, delivery and installation of surface mats to any Knox County School facility as per section 4.4 (price each)	1.00	EA	$ 200.00	$ 0.00	$ 200.00
10	Provide regular hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	1.00	HR	$ 20.00	$ 0.00	$ 20.00
11	Provide overtime hourly labor costs to provide supervisory personnel for border and/or protective surface installation.	1.00	HR	$ 0.00	$ 0.00	$ 0.00
12	Provide regular hourly labor costs to provide laborers for border and/or protective surface installation.	1.00	HR	$ 0.00	$ 0.00	$ 0.00
13	Provide overtime hourly labor costs to provide laborers	1.00	HR	$ 0.00	$ 0.00	$ 0.00

QUOTE

Printed: 10/11/2016

Knox County Purchasing Division
1000 North Central Street
Suite 100
Knoxville, TN 37917

Required Date:		Quote ID
Promise Date:		
Bid Number:	00002448	00008621
Department:	KNOX COUNTY SCHOOLS	

VENDOR
Magic Mulch, LLC
3037 Sutherland Avenue
Knoxville , TN TN

SHIP TO
Knox County Purchasing Division
1000 NORTH CENTRAL STREET
SUITE 100
KNOXVILLE, TN 37917

Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
	for border and/or protective surface installation.					
					TOTAL:	$ 405.60

Quote 00008621 - Magic Mulch, LLC

General | Items | Questions | Subcontractors | Terms & Conditions | Attachments(6) | Evaluations | Preference | Reminders | **Summary**

Header Information

Quote #:	00008621	**Bid #:**	00002448	**Status:**	Submitted
Organization:	Knox County				
Description:	Playground Protective Surface Materials	**Delivery Days:**	15	**Discount Percent:**	0.0
Bid Flag:	Yes	**Alternate Bid:**	No	**Shipping Terms:**	Cost and Freight
Freight Terms:	Freight Prepaid	**Ship Via Terms:**	Best Way	**Payment Term:**	Net 30
Promised Date		**Info Contact:**	Jeremy Wolcott 865-679-7102 jeremy@magicmulch.net	**Quote Total**	$405.60
Comment:					
Date Last Updated:	10/10/2016 02:06:50 PM	**User last Updated:**	Jeremy Wolcott	**User Created:**	Jeremy Wolcott

Print format: Quote Default Format

Vendor accepts the terms & conditions with no exceptions.

Questions:

Question #	Required	Question	Response
1	Yes	List the Guaranteed number of business days for delivery after receipt of a purchase order	15 Business days.
2	Yes	May other government agencies in Tennessee purchase these items at the same prices per Section 1.9 of this bid?	Yes
3	Yes	Will you accept payment via e-commerce card as per Section 1.19?	Yes
4	Yes	Did you include authorized dealer/reseller documentation as per Section 3.6?	No
5	Yes	Please list a discount percentage if payment is made within 30 days if any	N/A
6	Yes	Have you attached the Reference sheet from the bid document?	Yes
7	Yes	Have you attached the Insurance checklist?	Yes
8	Yes	Have you attached the AFFIDAVIT OF COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS	Yes
9	Yes	Have you attached the AFFIDAVIT OF COMPLIANCE WITH TENNESSEE CRIMINAL HISTORY RECORDS CHECK	Yes

Attachments

Agency Files:

Agency Forms:

Vendor Files: Drug-Free Workplace , TN Criminal History Records Check , References , Ind. Check Sheet , Ins. Check List Signature Page , Business License

Vendor Forms:

Item Information

1-5 of 13
1 2 3

Print Sequence # 1.0 : (650 - 50) Provide a unit price for the purchase and delivery of playground borders to any Knox County School facility as per section 4.3. (price per standard section)

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	$0.00	0.0%	0.0%	$0.00	$0.00	Yes	No

Print Sequence # 2.0 : (650 - 50) Provide a unit price for the purchase and delivery of gravel drainage fill to any Knox County School facility asper section 4.6. (price per cubic yard)

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	CUYD	$0.00	0.0%	0.0%	$0.00	$0.00	Yes	No

Print Sequence # 3.0 : (650 - 50) Provide a unit price for the installation of gravel drainage fill as per section 4.6. (price per cubic yard). Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	CUYD	$0.00	0.0%	0.0%	$0.00	$0.00	Yes	No

Print Sequence # 4.0 : (650 - 50) Provide a unit price for the purchase and delivery of engineered wood fiber, loose-fill protective surface material to any Knox County School facility as per section 4.1.8. (price per cubic yard)

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	CUYD	$0.00	0.0%	0.0%	$0.00	$0.00	Yes	No

Print Sequence # 5.0 : (650 - 50) Provide a unit price for the installation of engineered wood fiber, loose-fill protective surface material as per section 4.1.8. (price per cubic yard) Note: Installation price shall include necessary equipment and transporting material up to 100 yards where necessary.

Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	CUYD	$0.00	0.0%	0.0%	$0.00	$0.00	Yes	No

1-5 of 13
1 2 3

Print Close Window

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INSURANCE CHECKLIST
BID NUMBER 2445

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS 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 CONTRACTOR	$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-V 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 NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: The Hasan Agency Mansour Hasan State Farm AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS AS STATED ABOVE.

BIDDER NAME: Jeremy Walcott AUTHORIZING SIGNATURE: _____

FOSTER D. ARNETT, JR.
KNOX COUNTY CLERK

P O BOX 1566

KNOXVILLE, TN 37901

LICENSE
0328623

STANDARD BUSINESS TAX LICENSE

Mailing	Location
117977 MAGIC MULCH, LLC	MAGIC MULCH, LLC
3037 SUTHERLAND AVENUE KNOXVILLE, TN 37919	3037 SUTHERLAND AVENUE KNOXVILLE, TN 37919

JEREMY WOLCOTT
ADAM WOLCOTT

LOCAL ACCOUNT NUMBER	117977	ISSUE DATE	10/06/16
STATE ACCOUNT NUMBER		TAX PERIOD	STARTED - 03/05/2015
TRANSACTION NUMBER		PAYMENT DUE BY	4/15/2016
CLASS	03	EXPIRATION DATE	5/15/2016
SALES TAX NUMBER	106740912		

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

Tonya R. Moore
DEPUTY CLERK SIGNATURE TMOORE wk121 Drawer:154 Site:7

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

DETACH THIS PORTION FOR CONFIDENTIAL FILE

FOSTER D. ARNETT, JR., KNOX COUNTY CLERK

LICENSE
0328623

STANDARD BUSINESS TAX LICENSE

Total Due: 15.38
Cash: Check: Check No.: Credit Card: 15.38 Auth# 165055 Change:
TMOORE wk121 Drawer: 154 Site: 7

REFERENCES

Vendor shall provide a minimum of three (3) references for Playground Protective Surface Material (Ground Cover) that they have performed within the last three (3) years. Each reference must be filled out completely.

NAME OF BUSINESS THAT WAS SERVICED: Dogwood Elementary School

CONTACT NAME: Lana D. Shelton-Lowe E-mail lana.sheltonlowe@knoxschool.org

PHONE NUMBER 865-579-5677 FAX NUMBER 865-579-6051

ADDRESS: 705 Tipton Street Knoxville, TN 37920

AMOUNT OF CONTRACT: $ 33,420.00

TYPE OF WORK: Loose-filled playground protective surface

NAME OF BUSINESS THAT WAS SERVICED: Crossroads Academy

CONTACT NAME: Sabrena Cox E-mail Sabrenacox@icloud.com

PHONE NUMBER 865-945-1239 FAX NUMBER

ADDRESS: 105 Fellowship Lane Powell, TN 37849

AMOUNT OF CONTRACT: $ 10,450.00

TYPE OF WORK: Delivery and installation of loose-filled playground protective surface

NAME OF BUSINESS THAT WAS SERVICED: First Baptist Church of Lenoir City

CONTACT NAME: Arlene K. Byler E-mail arlene@firstbaptist.org

PHONE NUMBER 865-986-90166 FAX NUMBER

ADDRESS: 2085 Simpson Rd. East Lenoir City, TN 37772

AMOUNT OF CONTRACT: $ 10,800.00

TYPE OF WORK: Loose-filled playground protective surface.

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by Contractor)

I, Jeremy Wolcott, President or other Principal

Officer of Magic Mulch, LLC, swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: Magic Mulch, LLC
Name of Company

STATE OF TENNESSEE}
COUNTY OF }

Subscribed and sworn before me by Nakil Misku,

President or Principal Officer of Jeremy Wolcott,

On this 7th day of Oct, 2016.

Notary Public

NAKIL MISKU
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

My Commission expires ~~Commission Expires Feb. 5, 2019~~

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with five (5) or more employees)

I, Jeremy Wolcott, President or other Principal Officer of

Magic Mulch, LLC, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Magic Mulch, LLC
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by Nakil Mishu,

President or Principal Officer of Jeremy Wolcott,

On this 7th day of OCT 2016.

Notary Public

My Commission Expires Feb. 5, 2019

My Commission expires:

NAKIL MISHU
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Approve a term contract with Magic Mulch, LLC for the purchase and delivery of shredded/recycled rubber, loose-fill playground protective surface material as needed by individual schools (Bid No. 2448).

This establishes a term contract that will allow individual schools to purchase rubber, loose-fill protective surface material in accordance with Board Policy E-140.

Cost of the Item:

To be determined

Description and type of funding source:

To be determined

EVALUATION FOR BID 2448 FOR PLAYGROUND PROTECTIVE SURFACE MATERIAL (GROUND COVER)

EVALUATOR: Tom Seagle

Please note that your evaluation will be considered recommendations only; the final recommendation for award of this bid will be the exclusive responsibility of the Knox County Purchasing Manager.

The evaluation criteria for this bid is as follows:

Price	80 points
References	10 points
Guaranteed number of days for delivery	10 points

Department agrees with this evaluation: Yes ✓ No_____

Signature: Douglas L. Dillingham Date: 10/19/2016

Company Name	Price (80 Points) 80 divided by 13 items = 6.15 Points each item	References (10 Points)	Guaranteed number of days for delivery (10 Points)	Total Points Awarded
Kellems Recycling	6.1 No Bid 6.2 No Bid 6.3 No Bid 6.4 $16.00 per yard delivered 6.5 No Bid 6.6 No Bid 6.7 No Bid 6.8 No Bid 6.9 No Bid 6.10 No Bid 6.11 No Bid 6.12 No Bid 6.13 No Bid **6.15 Points**	Gave 3 References, Sent 3 out, received 2 Back **10 Points**	2 days **10 Points**	**26.15 Points**
Magic Mulch	6.1 No Bid 6.2 No Bid 6.3 No Bid 6.4 No Bid 6.5 No Bid 6.6 $145.60 6.7 $40.00 6.8 No Bid 6.9 $200.00 6.10 $20.00 6.11 No Bid 6.12 No Bid 6.13 No Bid **24.6 points**	Gave 3 References, Sent 3 out, received 2 back **10 Points**	15 Business days **1.33 Points**	**35.93 Points**
American Safety Surface	Non Responsive			

RLA-6831 **R-16-11-301**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Allison Rogers, SHERIFF		
Department:	SHERIFF		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	YES		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving acceptance of a grant in the amount not to exceed $132,452.00 from the Federal Emergency Management Agency (FEMA) under the Port Security Grant Program with required matching funds in the amount of $33,113.00 for the period beginning September 1, 2016 and ending August 31, 2019.
(Sheriff)

Attachments

Resolution

Port Security Program grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING ACCEPTANCE OF A GRANT IN THE AMOUNT NOT TO EXCEED $132,452.00 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE PORT SECURITY GRANT PROGRAM WITH REQUIRED MATCHING FUNDS IN THE AMOUNT OF $33,113.00 FOR THE PERIOD BEGINNING SEPTEMBER 1, 2016 AND ENDING AUGUST 31, 2019.

RESOLUTION: **R-16-11-301**

REQUESTED BY: **SHERIFF**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Department submitted a grant application to the Federal Emergency Management Agency (FEMA), an agency of the U.S. Department of Homeland Security, under the Port Security Grant Program; and

WHEREAS, the Knox County Sheriff's Department's grant application was approved and Knox County was awarded the amount not to exceed $132,452.00 which will be used for the purchase of a marine enforcement boat and training; and

WHEREAS, this grant requires matching funds from Knox County in the amount of $33,113.00.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby authorizes the acceptance of funding from the Federal Emergency Management Agency (FEMA), an agency of the U.S. Department of Homeland Security, under the Port Security Grant Program in the amount up to $132,452.00 with required matching funds in the amount of $33,113.00. The notice of grant award and Grant Agreement Articles for the Port Security Grant Program are attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all contracts or other necessary documents which may be required to signify acceptance of the funds by Knox County, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2016-PU-00258-S01	***	V00102358	AWARD	W510977N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Knox, County of 400 West Main St. L-149 Knoxville, TN, 37902 - 2405	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Lisa McNeal	8652153173	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD From:	To:
09/01/2016	PARS	Cost Reimbursement	09/01/2016	08/31/2019
			Budget Period	
			09/01/2016	08/31/2019

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2016-SL-B411-P410- -4101-D	$0.00	$99,339.00	$99,339.00	See Totals
TOTALS			**$0.00**	**$99,339.00**	**$99,339.00**	**$33,113.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE
,

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE
ANDREW MCLARTY , Mon Aug 22 18:17:10 GMT 2016

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Knox, County of
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2016-PU-00258-S01

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Article I - Summary Description of Project

Project 1: CBRNE Response Vessel and 5 day NSBLA training funded for $99,339.

Article II - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article IV - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article V - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. sections175 175c

Article VII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article IX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XI - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article XII - SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article XIV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XVII - Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XVIII - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article XIX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with

the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. section 2225.

Article XXI - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101 12213).

Article XXIV - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, section 6101 *et seq.),*which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVI - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

Article XXVII - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXIX - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. section 3729 - 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.

Article XXX - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article XXXIII - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. section 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Article XXXIV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXV - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article XXXVI - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

Article XXXVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds 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. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.

Article XXXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXXIX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XLII - Nondiscrimination in Matters Pertaining to Faith-based Organizations

Faith-based organizations are, under 6 C.F.R. Part 19, afforded certain protections as it relates to eligibility to receive financial assistance from DHS for social service programs, or to participate in social service programs administered or financed by DHS. Organizations that receive financial assistance from DHS for a social service program or participate in DHS social service programs have an obligation to comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19, which, among other provisions, prohibit recipient organizations from discriminating against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; and generally require recipients subject to the rule to provide certain protections, and notice of those protections, to their beneficiaries. Recipients must also comply with any other policies and procedures regarding the participation of faith-based organizations contained in applicable statutes, regulations, and guidance governing individual DHS programs.

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$104,452.00
Supplies	$0.00
Contractual	$28,000.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

RLA-6832 **R-16-11-302**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Allison Rogers, SHERIFF		
Department:	SHERIFF		
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 the donation, upon retirement, of secondary service weapons to the officer(s) who are assigned those weapons, in accordance with Section 9 of the Knox County Purchasing regulations. *(Sheriff)*

RLA-6803 **R-16-11-401**

Work Session

Meeting Date:	11/14/2016
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

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 EJM Properties for properties located at 9957 Dutchtown Road (CLT # 118-16301) and 10022 Bob Gray Road (a portion of CLT # 118-100).
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES WITH EJM PROPERTIES, LLC FOR PROPERTIES LOCATED AT 9957 DUTCHTOWN ROAD (CLT # 118-16301) AND 10022 BOB GRAY ROAD (A PORTION OF CLT # 118-100).

RESOLUTION: **R-16-11-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

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; and

WHEREAS, EJM Properties, LLC desires to enter into such an agreement for properties located at 9957 Dutchtown Road (CLT # 118-16301) and 10022 Bob Gray Road (a portion of CLT # 118-100).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with EJM Properties, LLC for properties located at 9957 Dutchtown Road (CLT # 118-16301) and 10022 Bob Gray Road (a portion of CLT # 118-100) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with EJM Properties, LLC for properties located at 9957 Dutchtown Road (CLT # 118-16301) and 10022 Bob Gray Road (a portion of CLT # 118-100) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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.)

EJM Properties, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at **405 Montbrook Lane, Knoxville, Tennessee 37919** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 28 day of October, 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 **9957 Dutchtown Rd. (CLT Parcel # 118-16301) & 10022 Bob Gray Rd. (a portion of CLT Parcel # 118-100) in District 6** and that a final map and plat has been prepared, said map and plat being prepared by **Lynch Surveys LLC** on the **23rd** 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 Of: Dutchtown Woods Subdivision** dated **September 23, 2016** 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 28 DAY OF October, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) Eric Moseley

(Sign Name Here)

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Eric Moseley, 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 **EJM Properties, LLC** and is authorized by **EJM Properties, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 28 day of October, 20 16.

NOTARY PUBLIC

DAVE H. BACON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF KNOX

My Commission Expires: 4-28-20

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

RLA-6804 **R-16-11-402**

Work Session

Meeting Date:	11/14/2016
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

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 Marsh-Don, LLC for property located at 12167 Woodhollow Lane (CLT # 130-07305).
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES WITH MARSH-DON, LLC FOR PROPERTY LOCATED AT 12167 WOODHOLLOW LANE (CLT # 130-07305).

RESOLUTION: **R-16-11-402**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

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; and

WHEREAS, Marsh-Don, LLC desires to enter into such an agreement for property located at 12167 Woodhollow Lane (CLT # 130-07305).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Marsh-Don, LLC for property located at 12167 Woodhollow Lane (CLT # 130-07305) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Marsh-Don, LLC for property located at 12167 Woodhollow Lane (CLT # 130-07305) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Parcel #
130-07305

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.)

Marsh-Don, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at **1602 Lawrence Ave., Suite 101, Ocean, New Jersey 07712** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 1st day of November, 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 **12167 Woodhollow Ln. (CLT Parcel # 130-07305) in District 6** and that a final map and plat has been prepared, said map and plat being prepared by **Jim Sullivan** on the **26th** 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, Brandywine At Turkey Creek- Unit 4** dated **September 26, 2016** and prepared by **Jim Sullivan** (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 1st DAY OF November, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) BRUCE MATZEL

(Sign Name Here) BMatzel

STATE OF NEW JERSEY)
COUNTY OF OCEAN)

Before me the undersigned authority, a Notary Public at Large of the State of New Jersey, personally appeared BRUCE MATZEL, 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 **Marsh-Don, LLC** and is authorized by **Marsh-Don, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Ocean County, New Jersey this the 1st day of Nov, 2016.

Thomas A Franken Jr
NOTARY PUBLIC

My Commission Expires: 6/8/17

THOMAS A FRANKEN JR
Notary Public of New Jersey
My Commission Expires: June 8, 2017

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

RLA-6805 **R-16-11-403**

Work Session

Meeting Date:	11/14/2016
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

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 Ball Homes, LLC for properties located at 0 Sam Lee Road (CLT # 103-10806), 0 Sam Lee Road (CLT # 103-10807) and 11137 Hardin Valley Road (CLT # 103-10805).
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES WITH BALL HOMES, LLC FOR PROPERTIES LOCATED AT 0 SAM LEE ROAD (CLT # 103-10806), 0 SAM LEE ROAD (CLT # 103-10807) AND 11137 HARDIN VALLEY ROAD (CLT # 103-10805).

RESOLUTION: **R-16-11-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

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; and

WHEREAS, Ball Homes, LLC desires to enter into such an agreement for properties located at 0 Sam Lee Road (CLT # 103-10806), 0 Sam Lee Road (CLT # 103-10807) and 11137 Hardin Valley Road (CLT # 103-10805).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Ball Homes, LLC for properties located at 0 Sam Lee Road (CLT # 103-10806), 0 Sam Lee Road (CLT # 103-10807) and 11137 Hardin Valley Road (CLT # 103-10805) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Ball Homes, LLC for properties located at 0 Sam Lee Road (CLT # 103-10806), 0 Sam Lee Road (CLT # 103-10807) and 11137 Hardin Valley Road (CLT # 103-10805) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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.)

Ball Homes, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at **3609 Walden Dr., Lexington, Kentucky 40517** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 3 day of NOVEMBER, 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 Sam Lee Rd. (CLT Parcel # 103-10806), 0 Sam Lee Rd. (CLT Parcel # 103-10807) & 11137 Hardin Valley Rd. (CLT Parcel # 103-10805) in District 6** and that a final map and plat has been prepared, said map and plat being prepared by **Lynch Surveys LLC** on the **3rd** day of **November, 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 Of: Laurel Ridge- Unit 1** dated **November 3, 2016** 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 3 DAY OF NOVEMBER, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) RYAN M. HICKEY / BALL HOMES LLC.

(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 RYAN HICKEY, 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 **Ball Homes, LLC** and is authorized by **Ball Homes, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 3RD day of NOVEMBER, 2016.

[signature]
NOTARY PUBLIC

My Commission Expires: 12-23-18

EDDY O. ROBERTS STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

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

RLA-6806 **R-16-11-404**

Work Session

Meeting Date:	11/14/2016
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

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 Neyland Apartment Associates Five, LLC for properties located at 5120 Andover Green Way (CLT # 049-04002) and 5104 Yellow Rose Way (CLT # 049-041).
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES WITH NEYLAND APARTMENT ASSOCIATES FIVE, LLC FOR PROPERTIES LOCATED AT 5120 ANDOVER GREEN WAY (CLT # 049-04002) AND 5104 YELLOW ROSE WAY (CLT # 049-041).

RESOLUTION: **R-16-11-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

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; and

WHEREAS, Neyland Apartment Associates Five, LLC desires to enter into such an agreement for properties located at 5120 Andover Green Way (CLT # 049-04002) and 5104 Yellow Rose Way (CLT # 049-041).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Neyland Apartment Associates Five, LLC for properties located at 5120 Andover Green Way (CLT # 049-04002) and 5104 Yellow Rose Way (CLT # 049-041) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Neyland Apartment Associates Five, LLC for properties located at 5120 Andover Green Way (CLT # 049-04002) and 5104 Yellow Rose Way (CLT # 049-041) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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.)

Neyland Apartment Associates Five, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at **530 West 5th Ave., Knoxville, Tennessee 37917** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 2nd day of NOVEMBER, 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 **5120 Andover Green Way (CLT Parcel # 049-04002) & 5104 Yellow Rose Way (CLT Parcel # 049-041) in District 7** and that a final map and plat has been prepared, said map and plat being prepared by **Sterling Engineering, Inc.** on the **1st** day of **November, 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 Subdivision Plat, Cottages On Tazewell** dated **November 1, 2016** and prepared by **Sterling Engineering, Inc.** (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 2ND DAY OF NOVEMBER, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) JOSEPH FIELDEN JR

(Sign Name Here)

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared JOSEPH FIELDEN, JR., 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 **Neyland Apartment Associates Five, LLC** and is authorized by **Neyland Apartment Associates Five, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 2ND day of NOVEMBER, 2016.

EDDY O. ROBERTS SUPER OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Eddy 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

RLA-6825 **R-16-11-405**

Work Session

Meeting Date:	11/14/2016
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

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 Middlebrook Storage, LLC for properties located at 8627 Middlebrook Pike (CLT # 105-15809) and 0 Middlebrook Pike (CLT # 105-15806).
(Engineering and Public Works)

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES WITH MIDDLEBROOK STORAGE, LLC FOR PROPERTIES LOCATED AT 8627 MIDDLEBROOK PIKE (CLT # 105-15809) AND 0 MIDDLEBROOK PIKE (CLT # 105-15806).

RESOLUTION: **R-16-11-405**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

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; and

WHEREAS, Middlebrook Storage, LLC desires to enter into such an agreement for properties located at 8627 Middlebrook Pike (CLT # 105-15809) and 0 Middlebrook Pike (CLT # 105-15806).

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Middlebrook Storage, LLC for properties located at 8627 Middlebrook Pike (CLT # 105-15809) and 0 Middlebrook Pike (CLT # 105-15806) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Middlebrook Storage, LLC for properties located at 8627 Middlebrook Pike (CLT # 105-15809) and 0 Middlebrook Pike (CLT # 105-15806) shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

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.)

Middlebrook Storage, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/ residence) located at **300 Letterman Rd., Knoxville, Tennessee 37919** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 4th day of November, 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 **8627 Middlebrook Pike (CLT Parcel # 105-15809) & 0 Middlebrook Pike (CLT Parcel # 105-15806) in District 6** and that a final map and plat has been prepared, said map and plat being prepared by **Site Incorporated** on the **18th** day of **August, 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 of Middlebrook Storage LLC** dated **August 18, 2016** and prepared by **Site Incorporated** (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 4th DAY OF November, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) J Ed Campbell

(Sign Name Here)

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared J Ed 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 **Middlebrook Storage, LLC** and is authorized by **Middlebrook Storage, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 4th day of Nov., 2016.

NOTARY PUBLIC

My Commission Expires: 4/2/17

TERRIE R. DAY
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY
My Commission Expires 04-02-2017

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

RLA-6829 **R-16-11-406**

Work Session

Meeting Date:	11/14/2016
Requested By:	Eddy Roberts, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
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 Duncan-Parnell for the purchase of GPS equipment to meet the regulatory requirements of the EPA NPDES Phase II Permit and to meet FEMA, National Flood Insurance Program, and Community Rating System compliance requirements.
(Engineering and Public Works)

RLA-6830 **R-16-11-407**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Drew Thurman, SOLID WASTE		
Department:	SOLID WASTE		
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 for green waste recycling services.
(Solid Waste)

RLA-6827 **R-16-11-801**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Chris Caldwell, FINANCE DEPARTMENT		
Department:	FINANCE DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	NO
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving payments to the following Knox County Schools for surplus mowing equipment sold by the Knox County Procurement Department via online auction: Fulton High School ($1,271.00), Powell High School ($2,530.00) and Hardin Valley Academy ($715.00).
(Finance)

Attachments

Resolution

GOV DEALS DOCS

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING PAYMENTS TO THE FOLLOWING KNOX COUNTY SCHOOLS FOR SURPLUS MOWING EQUIPMENT SOLD BY THE KNOX COUNTY PROCUREMENT DEPARTMENT VIA ONLINE AUCTION: FULTON HIGH SCHOOL ($1,271.00), POWELL HIGH SCHOOL ($2,530.00) AND HARDIN VALLEY ACADEMY ($715.00).

RESOLUTION: **R-16-11-801**

REQUESTED BY: **FINANCE**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Sec. 2-712 of the Knox County Code authorizes the Knox County Procurement Director to sell all property, real or personal, which has become unsuitable for public use; and

WHEREAS, Sec. 2-712 of the Knox County Code further authorizes the sale of such personal property through an on-line auction service; and

WHEREAS, Knox County Schools requested that the Knox County Procurement Department sell surplus mowing equipment for Knox County Schools via its online auction system; and

WHEREAS, the Procurement Department agreed to pay each school the amount for which their equipment sold; and

WHEREAS, the amounts to be paid are $1,271.00 to Fulton High School, $2,530.00 to Powell High School and $715.00 to Hardin Valley Academy; and

WHEREAS, the Knox County Commission believes it is appropriate to make these payments as stated.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Knox County Commission hereby approves payments to Fulton High School in the amount of $1,271.00, to Powell High School in the amount of $2,530.00 and to Hardin Valley Academy in the amount of $715.00 for surplus mowing equipment sold by Knox County Procurement via online auction. Copies of the Bills of Sale are attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents which may be necessary to make the payments as stated, subject to the review and approval of the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

Fulton

8516

Knox County, TN
1005 Stewart St
Knoxville, TN 37917-6509

Bill of Sale Date: 08/09/2016
Asset ID: 8516

Bill of Sale Number: 892016
Inventory ID: 8516

Description of Property	Award Amount
RANSOMES REEL MOWER	1271.00

Asset Information

Year: **Make/Brand:** **Model:** **VIN/Serial:**

Meter: **Title Restriction:**

Sale Information

Actual Sold Amount:	$1,271.00	**Paid On:**	08/10/2016 by Credit Card
Other Amount:	$0.00	**Other Amount Description:**	
Buyer's Premium:	$158.87	**Tax Rate:**	0%
Tax Amount:	$0.00		
Total Amount:	$1,429.87		* Taxable Items

Ryan Murphey
11703 Hardin Valley Rd
Knoxville, TN 37932
USA
jrmurphey3030@aol.com
8653861976

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: [signature]
Print Name: RYAN Murphey
Date: 8-11-2016

Knox County will not be responsible for any charges or damage associated for the arrangement of any shipping, packing or shipping charges associated with any auctions.

Signature_____ Print Name_____ Date of Pickup_____

Powell

8399

Knox County, TN
1005 Stewart St
Knoxville, TN 37917-6509

Bill of Sale Date: 07/06/2016
Asset ID: 8399

Bill of Sale Number: 762016
Inventory ID: 8399 Jennifer Reynolds

Description of Property
2007 JOHN DEERE REEL MOWER MODEL 2653B

Award Amount
2530.00

Asset Information

Year: 2007 **Make/Brand:** JOHN DEERE **Model:** 2653B ASSET # 6040 **VIN/Serial:** TC2653T020106
Meter: 997 Hours (Accurate?: Unknown) **Title Restriction:**

Sale Information

Actual Sold Amount:	$2,530.00	**Paid On:**	07/06/2016 by Credit Card
Other Amount:	$0.00	**Other Amount Description:**	
Buyer's Premium:	$316.25	**Tax Rate:**	0.0000%
Tax Amount:	$0.00		
Total Amount:	$2,846.25	* Taxable Items	

Jonathan Moorman
5410 Matt Hwy PMB 38
Cumming, GA 30028 USA
moorman.jonathan@gmail.com
7704909709

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: J Moorman
Print Name: Jonathan Moorman
Date: 7/14/16

Knox County will not be responsible for any charges or damage associated for the arrangement of any shipping, packing or shipping charges associated with any auctions.

Signature J Moorman
Print Name Jonathan Moorman
Date of Pickup 7/14/16

Hardin Valley

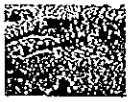
Knox County, TN
1005 Stewart St
Knoxville, TN 37917-6509

Bill of Sale Date: 09/13/2016
Asset ID: 8583

Bill of Sale Number: 9132016
Inventory ID: 8583

Description of Property	Award Amount
PULL BEHIND REEL MOWER - JENNIFER REYNOLDS -	715.00

Asset Information



Year: Make/Brand: Model: VIN/Serial:

Meter: Title Restriction:

Sale Information

Actual Sold Amount:	$715.00	Paid On:	09/13/2016 by Credit Card
Other Amount:	$0.00	Other Amount Description:	
Buyer's Premium:	$89.37	Tax Rate:	0%
Tax Amount:	$0.00		
Total Amount:	$804.37		* Taxable Items

David Jeffers
202 Smothers Rd
Seymour, TN 37865
USA
tkafootball@icloud.com
8653688131

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: _____
Print Name: _____
Date: _____

Knox County will not be responsible for any charges or damage associated for the arrangement of any shipping, packing or shipping charges associated with any auctions.

Signature _____

Print Name _____

Date of Pickup _____

RLA-6826 **R-16-11-802**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Chris Caldwell, FINANCE DEPARTMENT		
Department:	FINANCE DEPARTMENT		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Amendment and Restatement of Knox County's Series D-3-A Loan Agreement with the Public Building Authority of Blount County, Tennessee directing the establishment of a new index period on the related Local Government Public Improvement Bonds, Series D-3-A and authorizing the execution and delivery of a new index rate agreement in connection therewith.
(Finance)

Attachments

Resolution

Agreement

Index Rate Agreement

Indenture of Trust

Term Sheet

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE APPROVING THE AMENDMENT AND RESTATEMENT OF KNOX COUNTY'S SERIES D-3-A LOAN AGREEMENT WITH THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE DIRECTING THE ESTABLISHMENT OF A NEW INDEX PERIOD ON THE RELATED LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS, SERIES D-3-A AND AUTHORIZING THE EXECUTION AND DELIVERY OF A NEW INDEX RATE AGREEMENT IN CONNECTION THEREWITH.

RESOLUTION: **R-16-11-802**

REQUESTED BY: **FINANCE**

PREPARED BY: **BASS, BERRY & SIMS, PLC**
KNOXVILLE, TN

APPROVED AS TO FORM
AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO
OVERRIDE:_____
DATE

MINUTE
BOOK_____PAGE_____

WHEREAS, Knox County, Tennessee (the "County") has heretofore entered into that certain Loan Agreement (Series D-3-A), dated as of August 1, 2005 (the "Original Series D-3-A Loan Agreement"), with The Public Building Authority of Blount County, Tennessee (the "Blount Authority"); and

WHEREAS, in order to fund the Original Series D-3-A Loan Agreement, the Blount Authority issued its Local Government Public Improvement Bonds, Series D-3-A (the "Series D-3-A Bonds") pursuant to an Indenture of Trust, dated as of March 1, 2005 (the "Original Series D Indenture"), as supplemented by a Series D-3-A Supplemental Indenture of Trust, dated as of August 1, 2005 (the "Series D-3-A First Supplemental Indenture"), both between the Blount Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the “Trustee”); and

WHEREAS, the Series D-3-A Bonds were purchased by PNC Bank, National Association ("PNC Bank") on December 20, 2011 in connection with the remarketing of the Series D-3-A Bonds to establish an Index Period, and PNC Bank currently holds the Series D-3-A Bonds in an Index Period; and

WHEREAS, in connection with the purchase of the Series D-3-A Bonds by PNC Bank, (i) the Original Series D-3-A Indenture was amended and further supplemented by a Series D-3-A Second Supplemental Indenture of Trust, dated as of December 1, 2011 (the "Series D-3-A Second Supplemental Indenture" and, collectively with the Original Series D Indenture and the Series D-3-A First Supplemental Indenture, the "Series D-3-A Indenture"), between the Blount Authority and the Trustee, and (ii) the Original Series D-3-A Loan Agreement was amended and restated by an Amended and Restated Loan Agreement (Series D-3-A), dated as of December 1, 2011, between the Blount Authority and the County (the "Series D-3-A Loan Agreement"); and

WHEREAS, at the request of the County, PNC Bank will sell the Series D-3-A Bonds to Banc of America Preferred Funding Corporation, or an affiliate thereof ("Bank of America") in connection with the establishment of a new Index Period for the Series D-3-A Bonds (the “New Index Period”); and

WHEREAS, concurrently with the sale of the Series D-3-A Bonds to Bank of America, the County desires to amend and restate the Series D-3-A Loan Agreement in substantially the form now before this meeting (the "Amended and Restated Series D-3-A Loan Agreement") and to request the Blount Authority to amend the Series D-3-A Indenture, to provide for the establishment for the Series D-3-A Bonds of the New Index Period, during which time the Series D-3-A Bonds will bear interest at a new Index Rate (the "New Index Rate"); and

WHEREAS, upon the establishment of the New Index Period for the Series D-3-A Bonds, the County will enter into a new Index Rate Agreement (the "Series D-3-A Index Rate Agreement"), which such Series D-3-A Index Rate Agreement will contain terms and conditions substantially consistent with the term sheet from Bank of America now before this meeting (the "Bank of America Term Sheet"); and

WHEREAS, the Amended and Restated Series D-3-A Loan Agreement will contain the following provision with respect to the repayment of the obligations under the Amended and Restated D-3-A Loan Agreement:

> The County covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement

(including Additional Payments) as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the County under the terms of this Agreement. The County hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the County. Such tax shall not be included within any statutory or other limitation of rate or amount for the County but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the County from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the County or, if levied, may be proportionately reduced to the extent of funds of the County appropriated by the governing body of the County to the payment of the amounts described above from other revenues of the County. Notwithstanding the foregoing, the County shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

WHEREAS, it is hereby determined by the Board of County Commissioners (the "Governing Body") to be in the best interest of the County to: (i) authorize the amendment and restatement of the Series D-3-A Loan Agreement and request that the Blount Authority, the Trustee and any other required parties consent to the Amended and Restated Series D-3-A Loan Agreement to permit the establishment of the New Index Period for the Series D-3-A Bonds; (ii) request that the Blount Authority, the Trustee and any other required parties approve and consent to amendments to the Series D-3-A Indenture to provide for the New Index Period; (iii) approve the execution and delivery of the Series D-3-A Index Rate Agreement; (iv) direct the Blount Authority to establish the New Index Period for the Series D-3-A Bonds; and (v) pay costs incident to the amendments described above and the establishment of the New Index Period for the Series D-3-A Bonds; and

WHEREAS, for the purposes recited above, the Governing Body of the County adopts this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Knox County, Tennessee, as follows:

Section 1. **Approval of Amendment and Restatement of the Series D-3-A Loan Agreement**. The form, terms and provisions of the Amended and Restated Series D-3-A Loan Agreement now before this meeting are hereby approved. The Amended and Restated Series D-3-A Loan Agreement is to be in substantially the form now before this meeting and is hereby approved with such changes therein as shall be approved by the County Mayor and County Clerk, the execution thereof by the County Mayor and the County Clerk to constitute conclusive evidence of the approval of any and all changes or revisions therein. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver the Amended and Restated

Series D-3-A Loan Agreement in the name and on behalf of the County. From and after the execution and delivery of the Amended and Restated Series D-3-A Loan Agreement, the County Mayor and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amended and Restated Series D-3-A Loan Agreement as executed.

All fees and expenses associated with the amendment and the establishment of the New Index Period shall be paid by the County pursuant to the Amended and Restated Series D-3-A Loan Agreement.

Section 2. **Amendment to the Series D-3-A Supplemental Indenture**. The Governing Body hereby directs the County Mayor to request that the Blount Authority, the Trustee and any other required parties approve and consent to amendments to the Series D-3-A Indenture, the Series D-3-A Loan Agreement and such other documents necessary to effect the amendments to provide for the New Index Period for the Series D-3-A Bonds, all of which shall contain terms and provisions consistent with the Bank of America Term Sheet now before this meeting.

Section 3. **Certain Terms of the Series D-3-A Bonds in the New Index Period**.

(a) The County Mayor is hereby authorized to direct the Authority to establish the New Index Period for the Series D-3-A Bonds and cause the sale of the Series D-3-A Bonds to Bank of America.

(b) The Series D-3-A Bonds and the loan evidenced by the Amended and Restated Series D-3-A Loan Agreement will bear interest at the New Index Rate, which during the New Index Period will be a variable rate to be established on a monthly basis based upon a percentage of not more than 70% of 30-day London Interbank Offered Rate ("LIBOR"), plus 45 basis points. The New Index Rate may be subject to increase in certain situations such as (i) an event of default by the County with respect to the Amended and Restated Series D-3-A Loan Agreement or the Series D-3-A Index Rate Agreement, (ii) a determination that the Series D-3-A Bonds are not exempt from federal income tax, (iii) a downgrade, withdrawal or suspension of the long-term credit rating of the County or (iv) a change in laws which increases the cost to Bank of America of holding the Series D-3-A Bonds or decreases Bank of America's effective return on the Series D-3-A Bonds; provided, however, in no event shall the New Index Rate exceed the maximum rate permitted by law. The Series D-3-A Bonds will be subject to redemption as provided in the Series D-3-A Indenture. Bank of America shall have the right to cause the prepayment of the entire principal amount of the Series D-3-A Bonds and the loan evidenced by the Amended and Restated Series D-3-A Loan Agreement at the end of the New Index Period, which (in the absence of an Event of Default) shall be not earlier than 2 years and 11 months following the purchase by Bank of America of the Series D-3-A Bonds in the New Index Period.

(c) All obligations under the Amended and Restated Series D-3-A Loan Agreement, including the outstanding aggregate principal amount of the loan evidenced by the Amended and Restated Series D-3-A Loan Agreement, interest on such principal amount and all fees and expenses of Bank of America, may become immediately due and payable at an increased rate of interest (but in no event greater than the maximum rate permitted by law) in the following

events: (i) if at the end of the New Index Period, the Series D-3-A Bonds are not remarketed or the New Index Period is not extended and (ii) upon the occurrence of certain events of default, as described in the Amended and Restated Series D-3-A Loan Agreement, the Series D-3-A Index Rate Agreement and the Series D-3-A Indenture.

Section 4. **Approval of the Series D-3-A Index Rate Agreement.** The form, terms and provisions of the Series D-3-A Index Rate Agreement shall be substantially consistent with the form of such Series D-3-A Index Rate Agreement and the Bank of America Term Sheet now before this meeting, with such changes therein as shall be approved by the County Mayor and the County Clerk, the execution by the County Mayor and the County Clerk of the Series D-3-A Index Rate Agreement to constitute conclusive evidence of the approval of any and all changes or revisions therein. The County Mayor and County Clerk are hereby authorized, empowered and directed to execute and deliver the Series D-3-A Index Rate Agreement in the name and on behalf of the County consistent with the Bank of America Term Sheet. From and after the execution and delivery of the Series D-3-A Index Rate Agreement, the County Mayor and the County Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series D-3-A Index Rate Agreement as executed.

Section 5. **Approval of Establishment of New Index Period for the Series D-3-A Bonds**. The Series D-3-A Bonds which funded the loan evidenced by the Original Series D-3-A Loan Agreement currently bear interest at an Index Rate. For the reasons stated in the recitals, the Governing Body hereby authorizes the County Mayor to direct the establishment of the New Index Period for the Series D-3-A Bonds.

The establishment of the New Index Period shall occur concurrently with the sale of the Series D-3-A Bonds to Bank of America in the New Index Period. The establishment of the New Index Period for the Series D-3-A Bonds shall be occur only upon execution and delivery of the Series D-3-A Index Rate Agreement, the Amended and Restated Series D-3-A Loan Agreement and the instrument amending and supplementing the Series D-3-A Indenture, and receipt of all requisite consents, and delivery of such other documents necessary to implement the New Index Period pursuant to the Series D-3-A Indenture.

The County Mayor and the County Clerk are hereby authorized to give notice to the Trustee of the County's direction that the New Index Period for the Series D-3-A Bonds be established in accordance with provisions hereof. The County Mayor is also authorized to rescind such notice as provided in the Amended and Restated Series D-3-A Loan Agreement, if in his discretion, such establishment of the New Index Period does not achieve the objectives of the County as stated in this Resolution. The County acknowledges that Bank of America has not entered into a binding commitment to purchase the Series D-3-A Bonds as of the date hereof.

Section 6. **Additional Authorizations**. All acts and doings of the County Mayor and the County Clerk and any other representative or officer of the County which are in conformity with the purposes and intent of this Resolution and in furtherance of the amendments and the establishment of the New Index Period for the Series D-3-A Bonds as set forth herein shall be and the same hereby are in all respects, approved and confirmed. The County Mayor and the County

Clerk are additionally authorized to enter into such other agreements in the future with respect the Series D-3-A Bonds and the Amended and Restated Series D-3-A Loan Agreement as will lower the interest rate with respect to such obligations and/or extend the New Index Period with respect to such obligations.

Section 7. **Separability**. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. **Repeal of Conflicting Resolutions and Effective Date**. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Section 9. This Resolution shall take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer on the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

CERTIFICATE OF COUNTY CLERK

I, Foster D. Arnett, Jr., certify that I am the duly qualified and acting County Clerk of Knox County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on _____, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed $5,000,000.00 indebtedness of the County.

WITNESS my official signature and seal of said County on this the _____ day of _____, 2016.

_____
County Clerk

$62,850,000

AMENDED AND RESTATED
LOAN AGREEMENT
(SERIES D-3-A)

DATED AS OF December 1, 2016

BETWEEN

THE PUBLIC BUILDING AUTHORITY
OF BLOUNT COUNTY, TENNESSEE

AND

KNOX COUNTY, TENNESSEE

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(This table of contents is not part of the Amended and Restated Loan Agreement and is only for convenience of reference.)

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AMENDED AND RESTATED
LOAN AGREEMENT

This Amended and Restated Loan Agreement is made and entered into as of December 1, 2016, by and between THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), and KNOX COUNTY, TENNESSEE (the "Borrower").

W I T N E S S E T H:

WHEREAS, the Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated (the "Act"), to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by an incorporated city or town, county, metropolitan government, school district or other municipal governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof; and

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the (i) acquisition, construction, improvement, renovation, repair and equipping of schools, roads, bridges, streets, sidewalks, jails, courts, safety facilities, road department facilities, courthouse facilities, library facilities, recreational buildings and facilities and other public buildings for the Borrower; (ii) acquisition of technological equipment; (iii) acquisition of all property, real and personal, appurtenant thereto; (iv) payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (v) payment of capitalized interest during construction and for up to six months thereafter (collectively, the "Projects"); and (vi) payment of costs of issuance and sale of the Series D-3-A Bonds (as hereinafter defined) and the Original Loan Agreement (as hereinafter defined); and

WHEREAS, to obtain funds for such purposes the Authority issued and sold its Local Government Public Improvement Bonds, Series D-3-A (the "Series D-3-A Bonds") in the original principal amount of $77,000,000, secured by and containing such terms and provisions as are set forth in that certain Indenture of Trust (the "Original Indenture"), dated as of March 1, 2005, between the Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the "Trustee"), as amended and supplemented by the Series D-3-A Supplemental Indenture of Trust, dated as of August 1, 2005, between the Authority and the Trustee, and deposited the proceeds from the sale of the Series D-3-A Bonds with the Trustee to be disbursed in the manner and for the purposes set forth in the Indenture, all as more fully provided therein; and

WHEREAS, the Authority loaned the proceeds of the Series D-3-A Bonds to the Borrower pursuant to that certain Loan Agreement, dated as of August 1, 2005, between the Authority the Borrower (the "Original Loan Agreement"); and

WHEREAS, on December 20, 2011, PNC Bank, National Association ("PNC Bank") purchased the Series D-3-A Bonds, then outstanding in the aggregate principal amount of

$71,500,000, pursuant to a remarketing of the Series D-3-A Bonds, and in connection with such remarketing and purchase by PNC Bank (i) the Original Indenture was amended and further supplemented by a Second Supplemental Indenture of Trust, dated as of December 1, 2011, between the Authority and the Trustee, and (ii) the Original Loan Agreement was amended and restated by an Amended and Restated Loan Agreement, dated as of December 1, 2011, between the Authority and the Borrower (the "First Restated Loan Agreement"); and

WHEREAS, concurrently with the execution of this Agreement, Banc of America Preferred Funding Corporation ("New Index Purchaser") has purchased the Series D-3-A Bonds, now outstanding in the principal amount of $62,850,000; and

WHEREAS, pursuant to Sections 17.02 of the Original Indenture, the Authority and the Trustee have entered into that certain Series D-3-A Third Supplemental Indenture of Trust, dated as of December 1, 2016 (the "Third Supplemental Indenture", and collectively with the Original Indenture, the "Indenture") to provide for the establishment of a new Index Period; and

WHEREAS, pursuant to Section 8.04 of the First Restated Loan Agreement, at the request of the Borrower, the Authority and the Trustee desire to enter into this new Series D-3-A Amended and Restated Loan Agreement to also provide for the establishment of a new Index Period for the Series D-3-A Bonds, all necessary consents having been obtained.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Authority and the Borrower agree as follows:

ARTICLE I
Definitions

Section 1.01. Defined Terms. In addition to the words, terms and phrases elsewhere defined in this Agreement or the Indenture (capitalized terms used herein, but not defined herein, which are defined in the Indenture are used herein in the same manner and with the same meaning as in the Indenture), the following words, terms and phrases as used in this Agreement shall have the following respective meanings:

"Act" means Chapter 10, Title 12, Tennessee Code Annotated.

"Additional Payments" means the payments required to be made by the Borrower pursuant to Section 3.02 hereof.

"Adjustment Date" means each Business Day for the Daily Period and the first day of each Weekly Period, each Short-Term Period and each Medium-Term Period.

"Agreement" means this Amended and Restated Loan Agreement as it now exists and as it may hereafter be amended.

"Authority" means The Public Building Authority of Blount County, Tennessee, and any successor to its functions hereunder.

"Authorized Authority Representative" means the Chairman, Vice-Chairman, Secretary or Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the Authority, a copy of which is filed with the Trustee, to perform such act or execute such document.

"Authorized Borrower Representative" means the County Mayor and the Finance Director of the Borrower, and any such other person from time to time authorized to act in behalf of the Borrower pursuant to the ordinance or resolution of the governing body of the Borrower, a copy of which is filed with the Trustee, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the person or persons so designated.

"Bank" means with respect to any Standby Bond Purchase Agreement, the bank or banks (and any agent on behalf of such banks) entering into such Standby Bond Purchase Agreement, and, in each case, their successors and assigns in such capacity.

"Bank Bond Excess Interest" with respect to Bank Bonds shall have the meaning assigned to such term in the Standby Bond Purchase Agreement.

"Bank Bond Final Excess Interest Amount" means a fee payable under a Standby Bond Purchase Agreement in connection with the Series D-3-A Bonds representing interest borne by Bank Bonds at a rate not in excess of the Maximum Lawful Rate calculated as set forth in the Standby Bond Purchase Agreement, which amount has been deferred and not paid as of the date such Bank Bonds are remarketed and which is payable by the Borrower under this Agreement as an Additional Payment.

"Bank Bond Term Date" means with respect to the Series D-3-A Bonds that are Bank Bonds, that date which is the earlier of the Stated Expiration Date, the Purchase Termination Date or the Series Purchase Termination Date.

"Bank Bonds" means any Series D-3-A Bond while in any Rate Period other than the Fixed Period, the Auction Period or the Index Period, purchased by the Bank with the proceeds of a drawing under and in accordance with the provisions of a Standby Bond Purchase Agreement pursuant to Section 8.03(b)(2) of the Indenture, and which are held by a Bank or such other Person to whom such Bank Bonds are sold as authorized by a Standby Bond Purchase Agreement other than pursuant to a remarketing thereof in accordance with Section 4.03(b) of the Indenture; provided, however, any such Series D-3-A Bonds shall cease to be Bank Bonds upon the earlier of the purchase thereof pursuant to a successful remarketing of such Series D-3-A Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such Series D-3-A Bonds as set forth in Section 2.05(e) of the Indenture.

"Bank Rate" means the Bank Rate as defined in the Standby Bond Purchase Agreement, which rate shall not be in excess of the Maximum Lawful Rate.

"Bonds" means the Authority's Local Government Public Improvement Bonds issued pursuant to the Indenture, as supplemented by any supplemental indenture.

"Borrower" means Knox County, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 7.05 of the Indenture in which the proceeds of the Loan to the Borrower were deposited.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Trustee.

"Code" means the Internal Revenue Code of 1986, as amended, as it applies to the Series D-3-A Bonds, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Agreement, but include any successor provisions thereof to the extent applicable to the Series D-3-A Bonds.

"Conversion Date" means the date on which the interest rate on the Series D-3-A Bonds is converted from one type of Rate Period to another type of Rate Period.

"Default Rate" shall have the meaning set forth in the Index Rate Agreement.

"Event of Default" means any event defined in Section 5.01 hereof.

"Favorable Opinion of Bond Counsel" means with respect to any action relating to the Series D-3-A Bonds, the occurrence of which requires such an opinion, a written legal opinion of Bond Counsel to the effect that such action is permitted under the Indenture and will not impair the exclusion of interest on the Series D-3-A Bonds from gross income for purposes of federal income taxation (if applicable).

"Final Computation Date" means the date the last Series D-3-A Bond is paid in full.

"Governing Body" means the Board of County Commissioners of the Borrower.

"Indenture" means the Indenture of Trust, dated as of March 1, 2005, as amended and supplemented by the Series D-3-A Third Supplemental Indenture of Trust, dated as of the date hereof, both by and between the Authority and the Trustee, and as from time to time further supplemented and amended.

"Index Purchaser" means the Holder of the Series D-3-A Bonds in the Index Period, initially the New Index Purchaser. If there is more than one Holder of the Series D-3-A Bonds, "Index Purchaser" means Holders owning a majority of the aggregate principal amount of the Series D-3-A Bonds then Outstanding.

"Index Rate Agreement" means (i) during the New Index Period, the New Index Rate Agreement and any amendments thereto or restatements thereof, and (ii) during any Subsequent Index Period, any Index Rate Agreement between the Borrower and an Index Purchaser, relating

to the Series D-3-A Bonds during any Subsequent Index Period and any amendments thereto or restatements.

"Index Rate Excess Interest" with respect to Series D-3-A Bonds bearing interest at the Index Rate, shall have the meaning assigned to such term in the Index Rate Agreement.

"Index Rate Final Excess Interest Amount" means a fee payable under an Index Rate Agreement in connection with the Series D-3-A Bonds representing interest borne by the Series D-3-A Bonds at a rate not otherwise paid to the New Index Purchaser as a result of such interest rate exceeding the Maximum Lawful Rate for any period calculated as set forth in the Index Rate Agreement, which amount has been deferred and not paid as of the date such Series D-3-A Bonds are remarketed or paid in full and which is payable by the Borrower under this Agreement as an Additional Payment.

"Installment Computation Date" means the fifth anniversary of the issue date of the Series D-3-A Bonds and each fifth anniversary of such date.

"Loan" means the loan described in Section 2.02 hereof.

"Loan Fund" means the fund established under Section 7.04 of the Indenture.

"Loan Repayments" means the payments of principal of and interest on the Loan, Additional Payments and any other amounts payable by the Borrower hereunder.

"Loan Repayment Date" means,

> (a) with respect to that portion of Loan Repayments attributable to interest on the Series D-3-A Bonds, (i) while the Series D-3-A Bonds are in the Index Period, the 25th day of each month, and with respect to the New Index Period shall commence December 25, 2016, and five days prior to any Redemption Date and the Maturity Date, (ii) while the Series D-3-A Bonds are in the Commercial Paper Period, the first day after the end of any Calculation Period, five days prior to any Conversion Date and five days prior to Maturity, (iii) the twenty-fifth day of February, May, August and November of each year during the term hereof, five days prior to any Conversion Date and five days prior to the Maturity while the Series D-3-A Bonds are in the Daily Period, the Weekly Period and the Short-Term Period (and five days prior to the Period Adjustment Date during the Short-Term Period), (iv) the twenty-fifth day of May and November, five days prior to a Conversion Date and any Period Adjustment Date, on any Optional Tender Date and five days prior to the Stated Maturity of the Series D-3-A Bonds if the Series D-3-A Bonds are in the Medium-Term Period, (v) the twenty-fifth day of May and November, and five days prior to the Stated Maturity of the Series D-3-A Bonds, if the Series D-3-A Bonds are in the Fixed Period, (vi) if any Series D-3-A Bond shall be a Bank Bond, the day such Bond is purchased by the Bank, the twenty-fifth day of each month commencing on the first such date to occur after such Bond is purchased by the Bank, the day such Bank Bond is remarketed by the Remarketing Agent and the date of Maturity of such Series D-3-A Bond (or on such other dates set

forth in the Standby Bond Purchase Agreement), (vii) the twenty-fifth day of May and November if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period; and (viii) with respect to any unpaid interest on the Series D-3-A Bonds, any Interest Payment Date;

(b) with respect to that portion of Loan Repayments attributable to principal on the Series D-3-A Bonds, (i) on the twenty-fifth day of May of 2017 through 2034, inclusive, and on or before the Prepayment Date relating to any Redemption Date, or (ii) if such Series D-3-A Bonds are Bank Bonds subject to term repayment under the Standby Bond Purchase Agreement, on the dates set forth in Section 3.04(f) hereof;

(c) with respect to that portion of Loan Repayments consisting of Additional Payments, other than certain payments under the Standby Bond Purchase Agreement, if any, the Index Rate Agreement, if any, Rebate Amounts, if any, Loan Swap Payments, if any, and Loan Termination Payments, if any, the twenty-fifth day of each month, commencing December 25, 2016; provided, however, if the Series D-3-A Bonds are ARS Bonds, then the Loan Repayment Date for Additional Payments shall be the twenty-fifth day of May and November, if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period;

(d) any amount determined to be an increased cost, Bank Bond Excess Interest or Bank Bond Final Excess Interest Amount under the Standby Bond Purchase Agreement and any other amounts due under the Standby Bond Purchase Agreement shall be payable as provided therein;

(e) any amount determined to be an increased cost, Index Rate Excess Interest or Index Rate Final Excess Interest Amount under the Index Rate Agreement and any other amounts due under the Index Rate Agreement shall be payable as provided therein; and

(f) any Rebate Amount shall be payable on demand.

"Loan Swap Agreement" means a written agreement between the Borrower and a Loan Swap Counterparty with respect to all or a portion of this Agreement whereby the Borrower is entitled to receive Loan Swap Receipts and Loan Termination Payments from the Loan Swap Counterparty and is obligated to pay Loan Swap Payments and Loan Termination Payments to the Loan Swap Counterparty with respect to all or a portion of this Agreement.

"Loan Swap Counterparty" means one or more financial institutions (including an entity related to the Bank) whose debt or claims-paying ability is rated or whose obligations under a Loan Swap Agreement are guaranteed by, or insured or collateralized by, an entity whose debt or claims-paying ability is rated "A" or better by S&P, Moody's, or Fitch on the date a Swap Agreement is executed by the Borrower and a Loan Swap Counterparty.

"Loan Swap Payments" means amounts payable to the Loan Swap Counterparty in respect of the notional principal amount pursuant to the terms of the Loan Swap Agreement, net of amounts payable by the Loan Swap Counterparty under the Loan Swap Agreement and excluding any Loan Termination Payments.

"Loan Swap Receipts" means the amounts payable by the Loan Swap Counterparty in respect of the notional principal amount pursuant to the terms of the Loan Swap Agreement, net of amounts payable by the Borrower thereunder and excluding any Loan Termination Payments.

"Loan Termination Payment" means an amount payable by the Borrower to a Swap Counterparty from Additional Payments made by the Borrower under the Loan Agreement or by the Swap Counterparty to the Borrower upon termination of a Loan Swap Agreement, as the case may be.

"Maturity" means the earliest of (i) the Stated Maturity of the Series D-3-A Bonds, (ii) the date of mandatory redemption of such Series D-3-A Bonds pursuant to the terms of the Indenture, the Supplemental Indenture, the Index Rate Agreement, or Standby Bond Purchase Agreement (if any) relating to the Series D-3-A Bonds, and (iii) the date on which the principal of such Series D-3-A Bonds otherwise becomes due and payable.

"New Index Purchaser" means Banc of America Preferred Funding Corporation, or an affiliate thereof, as purchaser of the Series D-3-A Bonds in the New Index Period.

"New Index Rate Agreement" means the Index Rate Agreement dated December 1, 2016, between the Borrower and the New Index Purchaser.

"Optional Prepayment Price" means the amount determined pursuant to the provisions of Section 6.02 hereof payable by the Borrower in order to prepay in whole or in part its Loan Repayments.

"Original Indenture" shall have the meaning given to such term in the recitals hereof.

"Original Loan Agreement" shall have the meaning given to such term in the recitals hereof.

"Outstanding Loan Amount" means the original principal amount of the Loan, less repayments of such principal amount.

"Prepayment Date" means the date on which the Borrower is required to deposit the Optional Prepayment Price with the Trustee pursuant to Section 6.05 hereof.

"Projects" shall have the meaning given to such term in the recitals hereof.

"Proportionate Share" means, for purposes of common fees and expenses described in Section 3.02 hereof relating to all Series of Bonds Outstanding under the Indenture, a fraction, the numerator of which shall be the Outstanding principal amount of the Series D-3-A Bonds and the denominator of which shall be the Outstanding principal amount of all Series of Bonds Outstanding under the Indenture; for purposes of common fees and expenses described in Section 3.02 hereof, which are determined by the Administrator to be common to particular Series of Bonds under the Indenture, including the Series D-3-A Bonds, but not to all Series of Bonds under the Indenture, means a fraction, the numerator of which shall be the Outstanding principal amount of the Series D-3-A Bonds to which the common fees and expenses apply and the denominator of which shall be the principal amount of all Series of Bonds Outstanding under the Indenture to which the common fees and expenses apply.

"Rate Period" or "Rate Periods" means any of the Daily Period, the Commercial Paper Period, the Index Period, the Weekly Period, the Short-Term Period, the Medium-Term Period, the Fixed Period, and the ARS Rate Period.

"Rebate Amount" means 100% of the amount owed to the United States under Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations issued thereunder.

"Rebate Analyst" means an independent, certified public accountant, accountant, financial analyst, Bond Counsel, or any firm of the foregoing, or any financial institution which is experienced in making the rebate calculations required to be made for the purposes of Section 3.08, and which in each case is retained by the Administrator to make such calculations.

"Remarketing Agent" means the Remarketing Agent appointed and serving pursuant to the Indenture, if any.

"Third Supplemental Indenture" means the Series D-3-A Third Supplemental Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee.

"Series D-3-A Bonds" means the Local Government Public Improvement Bonds, Series D-3-A, of the Authority from time to time Outstanding under the Indenture and related to this Agreement.

"Subsequent Index Period" means each period, other than the New Index Period, during which the Series D-3-A Bonds bear interest at an Index Rate.

"Trustee" means Regions Bank, an Alabama banking corporation, Nashville, Tennessee, and any successor trustee under the Indenture, acting as paying agent, bond registrar, tender agent, and trustee.

"Unremarketed Bond Rate" shall have the meaning set forth in the Indenture or the Index Rate Agreement, as applicable.

"Unremarketed Bonds" shall have the meaning set forth in the Indenture or the Index Rate Agreement, as applicable.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The words "Bond", "holder", and "person" shall include the plural as well as the singular number unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

Any certificate or opinion made or given by an Authorized Authority Representative or an Authorized Borrower Representative may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any certificate or opinion made or given by counsel may be based (insofar as it relates to factual matters, information with respect to which is in the possession of the Authority or the Borrower), upon the certificate or opinion of or representations by an officer or officers or officials of the Authority or the Borrower, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

ARTICLE II
The Series D-3-A Bonds

Section 2.01. Original Issuance of the Series D-3-A Bonds.

(a) In order to obtain funds to lend to the Borrower to assist in financing the Projects and paying costs of issuance of the Series D-3-A Bonds, the Authority previously issued the Series D-3-A Bonds in the principal amount of $77,000,000, of which $62,850,000 is still outstanding as of the date of this Agreement and shall be payable as set forth on Exhibit A hereto. As of the effective date of this Agreement, the Series D-3-A Bonds will be transferred to the New Index Purchaser and upon such transfer will bear interest in the New Index Period at the Index Rate determined as provided in Section 2.05A of the Indenture.

(b) The Authority caused the proceeds received from the sale of the Series D-3-A Bonds to be delivered to the Trustee for deposit in the Borrower Account of the Loan Fund pursuant to Section 7.05 of the Indenture, in the Series D-3-A Bond Account of the Cost of Issuance Fund pursuant to Section 7.10 of the Indenture, and, to the extent any such proceeds were used for prepaid fees, in the Additional Payments Subaccount of the General Account of the Series D-3-A Bond Account of the Bond Fund pursuant to Section 7.02 of the Indenture. The Authority agrees that the Series D-3-A Bonds may be converted from one Rate Period to any other Rate Period as directed by a Series D-3-A Authorized Borrower Representative pursuant to Article II of the Indenture.

(c) The liability of the Authority under the Series D-3-A Bonds shall be enforceable only to the extent of its rights under this Agreement or any amendment or

supplement hereto. The Series D-3-A Bonds shall be payable solely from payments made by or on behalf of the Borrower to the Trustee pursuant to the terms of this Agreement.

Section 2.02. Loan. The proceeds of the Series D-3-A Bonds were loaned to the Borrower in the original principal amount of $77,000,000 in the manner set forth in the Original Loan Agreement. Following the New Index Period Commencement Date until the next Conversion Date, the Loan will bear interest at the Index Rate as set forth in Sections 3.01 and 3.04 hereof.

Section 2.03. Use of Proceeds by the Borrower. The Borrower has used all of the funds loaned to it by the Authority pursuant to the Original Loan Agreement for the purposes set forth in Section 2.01(a) hereof.

Section 2.04. Disbursements of Loan Proceeds. There are no proceeds of the Series D-3-A Bonds remaining in the Borrower Account of the Loan Fund to be disbursed.

Section 2.05. New Index Rate Agreement. The Borrower agrees to enter into the New Index Rate Agreement with the New Index Purchaser.

Section 2.06. Investment of Funds; Application of Investment Earnings. There are no proceeds of the Series D-3-A Bonds or investment earnings thereon remaining in the Borrower Account of the Loan Fund to be invested or spent. Any excess earnings in the Series D-3-A Bond Account in the Rebate Fund shall be transferred to the Interest Account of the Series D-3-A Bond Account of the Bond Fund. All income derived from the investment of moneys on deposit in the Principal Account, Interest Account and Additional Payments Account of the Series D-3-A Bond Account of the Bond Fund shall be credited to the Additional Payments Account of the Series D-3-A Bond Account of the Bond Fund and applied to the payment of Additional Payments next due. To the extent amounts on deposit in the Additional Payments Account exceed the Additional Payments next coming due, such excess amounts may be transferred to the Interest and/or Principal Account.

Section 2.07. Conversions. The Borrower shall have the option to direct a change in the type of Rate Period on the Series D-3-A Bonds to another type of Rate Period, or to change the duration of a Short-Term Period or Medium Term Period, by complying with the requirements of the Indenture. The Borrower may change the length of the Auction Period in accordance with the provisions of the Indenture.

Section 2.08. Tax Status of the Series D-3-A Bonds. It is the intention of the parties hereto that the interest on the Series D-3-A Bonds be and remain excluded from gross income for federal income tax purposes, and to that end the Borrower hereby represents, warrants and agrees as follows:

(a) The Borrower shall not take or omit to take any action the taking or omission of which will cause the Series D-3-A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause interest on the Series D-3-A Bonds to be includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes. Without limiting the generality of the foregoing, the Borrower, on behalf of the Authority, shall comply with any provision of the law which may require the Authority at

any time to make rebate payments to the United States of any part of the earnings derived from the investment of the gross proceeds of the Series D-3-A Bonds.

(b) The Borrower shall not permit the proceeds of the Series D-3-A Bonds to be used in any manner that would result in (a) 5% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds being used with respect to any output facility (other than an output facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit as provided in Section 141(c) of the Code; or (d) the payment of principal of, or interest on more than 10% of the proceeds of the Series D-3-A Bonds (under the terms of the Series D-3-A Bonds or any underlying arrangement) directly or indirectly (A) secured by any interest in (1) property used or to be used for private business use or (2) payments in receipt of such property or (B) derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a private business use, provided, however, that if the Borrower receives a Favorable Opinion of Bond Counsel that any such covenant need not be complied with to prevent the interest on the Series D-3-A Bonds from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes, the Borrower need not comply with such covenants.

(c) Neither the obligations of the Borrower under this Agreement nor the Series D-3-A Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.

Section 2.09. Rights of the Bond Insurer and any Index Purchaser .

(a) While any Bond Insurance is in effect and during any Index Period, the Borrower or the Trustee, as appropriate, shall furnish to the Bond Insurer and any Index Purchaser:

(i) a copy of the annual audited financial statements and annual budget of the Borrower, to be furnished within thirty (30) days of their release by the Borrower;

(ii) a copy of any notice to be given to the registered owners of the Series D-3-A Bonds, or any of them, including, without limitation, notice of any redemption of or defeasance of all or any portion of the Series D-3-A Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Series D-3-A Bonds; and

(iii) such additional information as the Bond Insurer or the Index Purchaser shall reasonably request.

(b) The Trustee or the Borrower, as appropriate, shall notify the Bond Insurer and the Index Purchaser of any failure of the Borrower to provide relevant notices, certificates, or other information required to be provided under the Indenture or this Agreement provided that

the Trustee shall be required to give notice of any such failure only if it has actual knowledge of such failure.

(c) The Borrower will permit the Bond Insurer and the Index Purchaser to discuss the affairs, finances and accounts of the Borrower or any information the Bond Insurer or the Index Purchaser may reasonably request regarding the security for the Series D-3-A Bonds with appropriate officers of the Borrower. The Trustee or the Borrower, as appropriate, will permit the Bond Insurer and the Index Purchaser to have access to the Projects and have access to and to make copies of all books and records relating to the Series D-3-A Bonds at any reasonable time.

(d) Notwithstanding any other provision of this Agreement or the Indenture to the contrary, the Trustee shall immediately notify the Bond Insurer and the Index Purchaser on any Loan Repayment Date if there are insufficient moneys to make any payment of principal of or interest on the Series D-3-A Bonds or any Additional Payments when and as required by this Agreement or the Indenture or the Index Rate Agreement or upon the occurrence of any Event of Default under the Indenture or this Agreement or the Index Rate Agreement provided that the Trustee shall be required to give such notice only if it has actual knowledge of such Event of Default.

(e) As and to the extent that any provision of this Section 2.09 is in conflict with the Index Rate Agreement, the terms of the Index Rate Agreement will be deemed controlling.

ARTICLE III
Payment Obligations of Borrower

Section 3.01. Principal and Interest Payments. Notwithstanding any other provision of this Agreement, the Borrower agrees to pay to the Trustee, for the account of the Authority, on the dates, in the manner and in the amounts set forth below (i) as principal, an amount equal to the aggregate principal amount of the Series D-3-A Bonds, including without limitation the Unremarketed Bonds; (ii) as interest on its obligation to pay such amount, amounts equal to the interest on the Series D-3-A Bonds (including interest at the Bank Rate for any period during which the Series D-3-A Bonds are Bank Bonds and Bank Bond Excess Interest, if applicable, and including, during the Index Period, interest at the Unremarketed Bond Rate for any period during which the Series D-3-A Bonds are Unremarketed Bonds and Index Rate Excess Interest, if applicable), (iii) the purchase price of any Series D-3-A Bond pursuant to Article IV of the Indenture, (iv) the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement, and (v) amounts equal to the Swap Payments due from time to time under the Swap Agreement, if any; such amounts to be paid in installments on each Loan Repayment Date, without notice or demand, to be deposited by the Trustee to the Bond Fund to be applied to the payment of principal of and interest on the Series D-3-A Bonds, whether at maturity or upon redemption, to payment of the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement, and to the payment of Swap Payments, if any.

Section 3.02. Additional Payments. The Borrower agrees to pay to the Trustee on the dates, in the manner and in the amounts set forth in Sections 3.03 and 3.04 hereof the following Additional Payments (each reference to expenses set forth below shall include reasonable attorney fees and expenses):

(a) The fees and expenses of and other amounts payable to a Bank, if any, under any Standby Bond Purchase Agreement, if any, relating to the Series D-3-A Bonds, including, but not limited to, the Bank Bond Final Excess Interest Amount, if any, and the Borrower's Proportionate Share of the fees and expenses of and other amounts payable to any Bank under a Standby Bond Purchase Agreement which are determined by the Administrator to be fees and expenses common to other Series of Bonds covered by the Standby Bond Purchase Agreement.

(b) The fees and expenses (including its reasonable attorneys' fees) of, and other amounts payable to, any Index Purchaser, not provided for in Section 3.01 hereof, under any Index Rate Agreement, including, but not limited to, the Index Rate Final Excess Interest Amount, if any.

(c) The fees and expenses of the Remarketing Agent under the Remarketing Agreement, if applicable, relating to the Series D-3-A Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of the Remarketing Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds.

(d) The fees and expenses of the Trustee under the Indenture relating to the Series D-3-A Bonds, including all expenses necessary to prepare notices of redemption or purchase of Series D-3-A Bonds or to cancel and discharge the Indenture with respect to the Series D-3-A Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Trustee which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(e) The fees and expenses of the Bond Insurer under the Bond Insurance, the Surety Bond, and the Guaranty Agreement relating to the Series D-3-A Bonds, if any, together with all amounts payable by the Authority under the Guaranty Agreement and the Borrower's Proportionate Share of any of the foregoing which are determined by the Administrator to be fees, expenses and payments which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(f) The annual fee of the Authority in the amount of .005% of the Outstanding principal amount of the Series D-3-A Bonds plus any expenses of the Authority hereunder or under the Indenture relating to the Series D-3-A Bonds and the Borrower's Proportionate Share of the expenses of the Authority hereunder or under the Indenture which are determined by the Administrator to be expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(g) The reasonable fees and expenses of the Administrator relating to the Series D-3-A Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses

of the Administrator which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(h) The fees and expenses of the Bond Counsel, the Underwriter, if any, and other costs relating to the issuance or remarketing, as applicable, of the Series D-3-A Bonds.

(i) Rating agency fees relating to the Series D-3-A Bonds and the Borrower's Proportionate Share of the rating agency fees which are determined by the Administrator to be fees which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(j) The reasonable fees and expenses of the Auction Agent, if any, the Broker-Dealer, if any, and the Market Agent, if any, relating to the Series D-3-A Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of any Auction Agent, Broker-Dealer or Market Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the ARS Rate Period.

(k) Any amounts required to be paid to the U.S. Government as arbitrage rebate as determined pursuant to Section 148(f) of the Code with respect to the Series D-3-A Bonds, payable on demand.

(l) Any Termination Payments required to be paid by the Authority under the Swap Agreement.

(m) Any Loan Swap Payment or Loan Termination Payment required to be paid by the Borrower under any Loan Swap Agreement. Any Loan Swap Payment or Loan Termination Payment required to be paid by the Borrower shall constitute an Additional Payment whether or not such Loan Swap Payment or Loan Termination Payment is made to the Trustee.

(n) Such other reasonable fees and expenses relating to the Series D-3-A Bonds, including, but not limited to, the Borrower's Proportionate Share of any such fees and expenses, including costs associated with any conversion, substitution or extension of a Standby Bond Purchase Agreement.

The Additional Payments payable hereunder will be computed and apportioned among the various Series of Bonds by the Administrator and submitted to the Trustee on each Closing Date, as applicable, and each Loan Repayment Date, or otherwise when due, subject to periodic adjustment as needed. The Trustee shall not be responsible for the computation and allocation of any Additional Payments and shall be entitled to rely on the Administrator's computation and allocation unless contested in writing by the payee, the Bond Insurer, the Index Purchaser, or the Borrower prior to the applicable Loan Repayment Date. Additional Payments due hereunder, to the extent paid by the Bond Insurer pursuant to the Surety Bond, remain due and payable under the Surety Bond at a rate equal to the lesser of the Maximum Lawful Rate or the rate of interest publicly announced from time to time by a bank named by the Bond Insurer as its Prime Rate, plus two percent (2%). Upon payment by the Bond Insurer of Additional Payments, the Bond

Insurer shall be fully subrogated to the Authority's rights with respect thereto under this Agreement.

Section 3.03. Time and Manner of Payment. Other than as set forth in Section 3.04(e) below, Borrower agrees to make each of the Loan Repayments directly to the Trustee for the account of the Authority on or before each Loan Repayment Date in lawful money of the United States of America by wire transfer of immediately available funds.

Section 3.04. Amount of Payment. The amount of each of the Loan Repayments shall be computed as follows:

(a) (i) With respect to the interest portion of each Loan Repayment while the Series D-3-A Bonds are in the Index Period, the amount thereof shall be equal to the interest on the Series D-3-A Bonds, at the Index Rate in effect from time to time pursuant to Section 2.05A of the Indenture; provided, however, (i) upon the occurrence of a Determination of Taxability, then from and after the Date of Taxability, the Series D-3-A Bonds shall bear interest at the Taxable Rate, (ii) those Series D-3-A Bonds that are Unremarketed Bonds shall bear interest at the Unremarketed Bond Rate, and (iii) upon the occurrence and during the continuance of an "Event of Default" under the Index Rate Agreement, the Series D-3-A Bonds shall bear interest at the Default Rate. Notwithstanding the foregoing, interest on the Series D-3-A Bonds shall not exceed the Maximum Rate; provided, however, Index Rate Excess Interest shall be due and payable at the times and in the amounts set forth in the Index Rate Agreement.

(ii) Subject to the provisions of subsection (vi) below, with respect to the interest portion of each Loan Repayment while the Series D-3-A Bonds are in the Daily Rate Period and the Weekly Rate Period, the amount thereof shall be equal to the interest on the Series D-3-A Bonds, as computed by the Trustee, at the Daily Rates or Weekly Rates in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, the Conversion Date to the Daily Rate or the Weekly Rate, or the first day of the quarter for which such Loan Repayment is due, as applicable, and ending on the last day of the quarter for which such Loan Repayment is due.

(iii) Subject to the provisions of subsection (vi) below, with respect to the interest portion of each Loan Repayment while the Series D-3-A Bonds are in the Short-Term Period, the Medium-Term Period and the Fixed Period, the amount thereof shall be equal to the interest on the Series D-3-A Bonds, as computed by the Trustee, at the Short-Term Rate, Medium-Term Rate or Fixed Rate in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, the Conversion Date to the Short-Term Period or the Medium-Term Period, the Period Adjustment Date to another Short-Term Period or Medium-Term Period or the Conversion Date to the Fixed Rate, as applicable, and ends on the last day of such Rate Period.

(iv) Subject to the provisions of subsection (vi) below, with respect to the interest portion of each Loan Repayment while the Series D-3-A Bonds are in the

Commercial Paper Period, the amount shall be equal to the interest on the Series D-3-A Bonds as computed by the Trustee at the Commercial Paper Rate in effect for the Calculation Period.

(v) Subject to the provisions of subsection (vi) below, with respect to the interest portion of each Loan Repayment while the Series D-3-A Bonds are in the ARS Rate Period, the amount shall be equal to the aggregate of the interest on the Series D-3-A Bonds at the Applicable ARS Rates in effect during each ARS Interest Period.

(vi) While the Series D-3-A Bonds are in any Rate Period other than the Fixed Period or the Index Period, the amount of interest which will accrue on the Series D-3-A Bonds (the "Estimated Amount") (other than ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date) for the period from and after the date the Trustee computes the Loan Repayment to the end of the computation period for the payment of interest on the Series D-3-A Bonds (the "Estimated Period") will be computed using an assumed interest rate equal to the Daily Rate, Weekly Rate, Commercial Paper Rate, Short-Term Rate, Medium-Term Rate or Auction Rate (as applicable) in effect on the date of computation plus 150 basis points for the Estimated Period, and will be reduced by the amount by which the Estimated Amount for the Estimated Period on the prior Loan Repayment Date exceeded the actual interest accrual during such period. With respect to the Series D-3-A Bonds, while they are ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date, the Administrator shall (i) estimate the interest due on the next succeeding Loan Repayment Date and shall instruct the Trustee to bill the Borrower for such amount on the day of the change in the related Auction Period, and (ii) thereafter estimate the interest due on such Series D-3-A Bonds (the "ARS Estimated Amount") for the ARS Interest Periods in effect based upon the Auction Rate in effect on the date of computation (the "ARS Estimated Period"), plus 150 basis points for the ARS Interest Periods in effect until the following Loan Repayment Date and shall so notify the Trustee. Each successive Loan Repayment will be reduced by the amount the prior Loan Repayment exceeded the actual interest due on the Series D-3-A Bonds.

(b) With respect to the principal portion of each of the Loan Repayments, the amount thereof shall be equal to next ensuing principal reduction requirement on the Loan set forth on Exhibit A attached hereto, payable on the 25th day of May in the year of each principal reduction date shown on Exhibit A, unless the Series D-3-A Bonds are Bank Bonds and the Bank Bond Term Date has occurred.

(c) So long as no "Event of Default" under the Index Rate Agreement shall have occurred and be continuing and all representations and warranties of the Borrower under this Agreement and the Index Rate Agreement are true and correct, upon the failure to remarket the Series D-3-A Bonds on the New Index Period Mandatory Tender Date, the Series D-3-A Bonds will be held by the Index Purchaser as Unremarketed Bonds until the earliest of: (i) the Unremarketed Bonds Term-Out End Date, (ii) the date on which the Unremarketed Bonds mature or are redeemed, or (iii) the date on which the Unremarketed Bonds are remarketed. During the period the Series D-3-A Bonds are held by the Index Purchaser as Unremarketed

Bonds, principal and interest thereon will be payable as set forth in the Indenture and the Index Rate Agreement, which will result in an increase in the amount of the Loan Repayments.

(d) With respect to the Additional Payments portion of each of the Loan Repayments, the amount thereof shall be computed, as provided in Section 3.02 hereof, for any period commencing on the Closing Date, applicable Conversion Date, or the Business Day on which an Additional Payment was last paid to and ending on the day next preceding the Business Day on which the Additional Payment is due.

(e) If the Borrower has approved and the Authority has executed and delivered a Swap Agreement, with respect to the Series D-3-A Bonds in accordance with Section 2.02(i) of the Indenture, the Loan Repayments shall include any Swap Payments to be made to the Swap Counterparty under the Swap Agreement. Any Swap Receipts received from the Swap Counterparty under the Swap Agreement shall be deposited as provided in Section 7.02 of the Indenture and applied to pay interest on the Series D-3-A Bonds and otherwise as provided in the Indenture.

(f) Under certain circumstances, including the failure of the Remarketing Agent to remarket tendered bonds in accordance with Section 4.03 of the Indenture and upon satisfaction of the conditions in a Standby Bond Purchase Agreement, if any, providing coverage for the Series D-3-A Bonds, the Series D-3-A Bonds will be purchased by a Bank pursuant to the terms of the Standby Bond Purchase Agreement. If the Series D-3-A Bonds are purchased by the Bank under the Standby Bond Purchase Agreement, during the period they are held by the Bank as Bank Bonds they will bear interest calculated and payable as set forth in the Standby Bond Purchase Agreement (including interest at the Bank Rate and Bank Bond Excess Interest, if applicable) which will result in an increase in the amount of the Loan Repayments. Upon the purchase of Series D-3-A Bonds by a Bank under an applicable Standby Bond Purchase Agreement, the interest will continue to be payable on the Series D-3-A Bonds as set forth in the Standby Bond Purchase Agreement on each Interest Payment Date for Bank Bonds using the Bank Rate, and the principal will be payable as provided in Section 3.04(b) above until the Bank Bond Term Date, as such term is more specifically defined in the Indenture. If there are Bank Bonds of the Series D-3-A Bonds outstanding on the Bank Bond Term Date, then the outstanding principal of Bank Bonds shall be payable in full in mandatory sinking fund redemption installments over a term not to exceed ten years (or the remaining term of the Series D-3-A Bonds, whichever is less) in approximately equal annual mandatory sinking fund redemption installments of principal, commencing on the June 1 immediately following the earlier of the (i) ninety-first (91st) day following the day the Bank purchases the Series D-3-A Bonds, and (ii) the last day of the Bank Purchase Period (as defined in the Standby Bond Purchase Agreement) (the "Amortization Start Date"), and ending on the June 1 immediately preceding the earlier to occur of the (y) tenth anniversary of the final day of the Bank Purchase Period and the (z) tenth anniversary of the Amortization Start Date, until the principal of and interest (including Bank Bond Excess Interest) on all Bank Bonds of the Series D-3-A Bonds have been paid in full, and on the final such annual mandatory sinking fund redemption installment payment date, the entire outstanding principal balance of, and all accrued interest on, all Bank Bonds (together with the Bank Bond Final Excess Interest Amount, if any, in respect thereof) shall be due and payable in full. Each mandatory sinking fund redemption installment of principal of the Bank Bonds shall be adjusted to an integral multiple of $5,000 and scheduled

to provide approximately level aggregate annual principal payments during the course of such term. Notwithstanding the foregoing, if requested by the Administrator, on behalf of the Authority, at the direction of the Borrower, in the sole discretion of the Bank, the first mandatory redemption payment with respect to Bank Bonds may be postponed and paid on a date determined by the Bank, with notice given by the Bank to the Administrator (on behalf of the Authority), and the Trustee, which date shall not be later than the date on which the second such mandatory redemption payment is due. Any amount received by the Bank pursuant to this section may, at the Bank's option, be applied to pay any interest on such Bank Bonds which is overdue as of the date of such receipt. The Borrower agrees to make payments of principal with respect to the Loan in equal annual installments in such amounts as will enable the Trustee to pay principal on the Bank Bonds in full as set forth above and as set forth in the Standby Bond Purchase Agreement. Notwithstanding the above, the time and amount of these payments may be revised by the Authority with the consent of the Bond Insurer, the Bank and the Borrower upon receipt of an Opinion of Bond Counsel that such revised schedule of payments will not adversely affect the exclusion from gross income of interest on the Series D-3-A Bonds for federal income tax purposes. Prior to the Bank Bond Term Date, the Administrator shall provide to the Borrower, the Trustee, the Bond Insurer and the Bank an amortization schedule approved by the Bank implementing the provisions of this Subparagraph (f) relating to Loan Repayments of the Bank Bonds and the Borrower will make all payments under this Subparagraph (f) in accordance with said schedule.

(g) If the Borrower has executed and delivered a Loan Swap Agreement, the Borrower may make arrangements with the Trustee, satisfactory to the Trustee, (i) for the Trustee to receive Loan Swap Receipts from the Loan Swap Counterparty and apply the same to the Borrower's obligation to make Loan Repayments, and (ii) for the Trustee to receive Loan Swap Payments from the Borrower and apply the same to satisfy Borrower's obligations under the Loan Swap Agreement. The Swap Advisor must consent in writing to any Loan Swap Agreement.

(h) All payments of interest shall be reduced to the extent investment earnings on the Borrower Account of the Loan Fund have been credited to the Interest Account as provided in and subject to the limitations of Section 2.06 hereof, and the Additional Payments shall be reduced to the extent of excess investment earnings on the Borrower Account of the Loan Fund not credited to the Interest Account and investment earnings on the Interest Account, the Principal Account and the Additional Payments Account of the Series D-3-A Bond Account of the Bond Fund which have been credited to the Additional Payments Account as provided in and subject to the limitations of Section 2.06 hereof; provided the amount of earnings accruing for credit to either of said accounts for the period from and after the date the Trustee computes a Loan Repayment to the end of the period for which the computation is made will be computed using the interest rate on the investments as of the Adjustment Date (or during the Index Period, if applicable, the LIBOR Adjustment Date) immediately preceding the computation date as the interest rate for estimating the earnings, and will be increased by the amount by which the actual earnings during such period for the previous period exceeded the estimated amount for said period. If funds in the Borrower Account of the Loan Fund are invested in investments bearing interest at a variable rate, then the interest rate used by the Trustee for estimating the estimated amount of earnings shall be a zero rate of interest from the date earnings on such investments were last credited to the Borrower Account of the Loan Fund.

(i) It is the intention of the Authority and the Borrower that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Authority, shall receive funds from or on behalf of the Borrower in such amounts and at such times as, together with any Swap Receipts actually received by the Trustee under the Swap Agreement, will enable the Authority to pay when due all obligations for the payment of principal of and premium, if any, and interest on the Series D-3-A Bonds (including during any period that any Series D-3-A Bonds are Bank Bonds or Unremarketed Bonds), for the payment of all Swap Payments payable by the Authority under the Swap Agreement and for payment of all Additional Payments payable by the Borrower. The Borrower shall have the right, on behalf of the Authority, to enforce the payment and collection of Swap Receipts under a Swap Agreement for deposit with the Trustee. It is further intended that the earnings on the Borrower Account of the Loan Fund and the Interest Account and the Additional Payments Account of the Series D-3-A Bond Account of the Bond Fund will be sufficient to pay the interest and Additional Payment components of the Loan Repayments relating to the portion of the Loan not disbursed from the Loan Fund, subject to the limitations of Section 2.06 hereof. In the event said earnings are not sufficient to make such payments, the Borrower shall pay the deficiency in the manner and at the times required herein for Loan Repayments in consideration for the agreement by the Authority to continue to make the amounts therein available to be disbursed by the Authority.

Section 3.05. Payments Assigned. It is understood and agreed that the rights of the Authority under this Agreement (other than its rights to indemnification, payment of expenses, receive notices, and rights to payment of Loan Swap Payments and Loan Swap Receipts), are assigned to the Trustee pursuant to the Indenture. The Borrower consents to such assignment, and agrees to pay to the Trustee all amounts payable by the Borrower that are so assigned. All such assigned payments shall be made directly to the Trustee and shall be deposited as provided in the Indenture.

Section 3.06. Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder (including Additional Payments) and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority, the Bond Insurer, the Bank, the Index Purchaser or the Trustee. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of its other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the Projects, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Authority, the Bond Insurer, the Index Purchaser, if any, the Bank, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Broker-Dealer, if any, the Market Agent, if any, the Index Period Market Agent, if any, and the Swap Counterparty, if any, to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Projects. Nothing contained in this Section shall be construed to release the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Broker-Dealer, the Market Agent, if any, the Index Period Market Agent, if any, and

the Swap Counterparty, if any, from the performance of any of their respective obligations hereunder or under any documents related hereto, and in the event the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Broker-Dealer, the Market Agent or the Index Period Market Agent should fail to perform any such obligation the Borrower may institute such action as the Borrower may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

Section 3.07. Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement (including Additional Payments) as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the Borrower under the terms of this Agreement. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower. Notwithstanding the foregoing, the Borrower shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

Section 3.08. Rebate Covenants of Borrower.

(a) The Administrator, on behalf of the Authority, shall retain a Rebate Analyst to determine on behalf of the Borrower the Rebate Amount as of each of the dates set forth in (b) and (c) below.

(b) The Borrower shall deliver to the Trustee the determination of the Rebate Amount in writing signed by an Authorized Borrower Representative not later than fifty-eight (58) days after each Computation Date, provided, that if such fifty-eighth day after any Computation Date is not a Business Day, then not later than three (3) Business Days prior to such fifty-eighth day.

(c) Not later than fifty-eight (58) days following each Installment Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series D-3-A Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States with respect to such Installment Computation Date.

(d) Not later than fifty-eight (58) days following the Final Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series D-3-A Bond Account of

the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States as of the Final Computation Date.

(e) The Borrower shall not make, or permit to be made, any payment, or agreement to pay, to a party other than the United States, any amount that is required to be paid to the United States by entering into a transaction that reduces the amount required to be paid pursuant to Section 148(f) of the Code because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series D-3-A Bonds not been relevant to either party (the failure to invest, or direct investment of, moneys that could be invested shall constitute an agreement to pay that results in such a smaller profit for the purposes of this subsection).

(f) The restrictions contained in the foregoing subsection (b) through (e) shall not apply to obligations the interest on which is exempt from gross income pursuant to Section 103(a) of the Code (other than obligations that constitute "specified private activity bonds" within the meaning of Section 57(a)(5)(C) of the Code), and any interest or other income from such obligations, or the sale thereof, shall not be included in any of the calculations or rebates required pursuant to such subsections.

(g) None of the foregoing provisions of this Section 3.08 need be observed, and, anything herein or in the Indenture to the contrary notwithstanding, this Section 3.08 may be amended, supplemented or terminated by the Authority, the Trustee and the Borrower, (i) if the Administrator files a certificate with the Trustee stating that the rebate exceptions set forth in the Arbitrage Certificate of the Borrower have been fulfilled, (ii) if the Authority receives an Opinion of Bond Counsel, in form and substance satisfactory to the Trustee, that (I) the failure to observe such covenants or entering into such amendments or supplements, will not cause the Series D-3-A Bonds to become arbitrage bonds under Section 148 of the Code or otherwise adversely affect the exclusion of interest on the Series D-3-A Bonds from the gross income of the owners thereof for purposes of federal income taxation or (II) additional or different regulatory or statutory provisions must be complied with for the interest on the Series D-3-A Bonds to remain excludable from gross income for federal income tax purposes.

ARTICLE IV
Representations and Covenants

Section 4.01. Representations and Covenants of the Authority. The Authority makes the following representations and covenants as the basis for the undertakings on the part of the Borrower contained herein:

(a) The Authority is a public nonprofit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series D-3-A Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

(b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).

(d) By resolution duly adopted by the Board of Directors of the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of the Indenture and this Agreement and the establishment of the New Index Period for the Series D-3-A Bonds, the due performance of all obligations of the Authority hereunder, under the Indenture and under the Series D-3-A Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.

(e) This Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a legal, valid and binding obligation of the Authority. The Series D-3-A Bonds will constitute legal, valid and binding limited special obligations of the Authority and will be payable solely from the Trust Estate and any amounts otherwise available under the Indenture, and will be entitled to the benefit of the Indenture. None of the Authority (except to the foregoing extent), Blount County, the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Borrower from the Authority) indirectly, to pay the principal of or premium, if any, or interest on the Series D-3-A Bonds. The Authority has no taxing power.

(f) The execution and delivery by the Authority of this Agreement, the Series D-3-A Bonds, and the Indenture and the consummation of the transactions contemplated in each of the foregoing will not violate any indenture, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof.

(g) The Authority has applied, or caused to be applied, the proceeds of the Series D-3-A Bonds in accordance with the Indenture and this Agreement.

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Indenture or the Series D-3-A Bonds or which, in any way, would adversely affect the validity of this Agreement, the Series D-3-A Bonds, the Indenture or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(i) The Authority covenants that it will not pledge the amounts derived from this Agreement other than to secure the Series D-3-A Bonds.

Section 4.02. Representations and Covenants of the Borrower. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Agreement.

(b) With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Indenture.

(d) This Agreement has been duly authorized executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms. To the extent permitted by applicable law, the defense of sovereign immunity is not available to the Borrower in any proceedings by the Authority or the Trustee to enforce any of the obligations of the Borrower under this Agreement and, to the fullest extent permitted by law, the Borrower consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Agreement.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred

which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) So long as any Series D-3-A Bonds are Outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the Projects, the repair and alteration thereof, and the use or manner of use of the Projects, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof.

(h) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series D-3-A Bonds advanced to it to be applied in a manner contrary to that provided in the Indenture and this Agreement.

(i) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series D-3-A Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(j) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(k) The Borrower has approved the establishment of the New Index Period for the Series D-3-A Bonds, effective as of the New Index Period Commencement Date, and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.

(l) The Borrower covenants and agrees to provide annual audited financial statements as required under Section 2.09 hereof and, upon request, such other financial information as shall be reasonably requested to the Administrator, the Bank, the Index Purchaser, the Bond Insurer and the Authority.

(m) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Indenture, the Index Rate Agreement, the Remarketing Agreement, the Standby Bond Purchase Agreement and the Program Administration Agreement.

(n) The interest on the Loan is intended to be excludable from gross income for purposes of Federal income taxation.

(o) The Borrower covenants and agrees to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Authority, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.

(p) All information provided to the Authority in this Agreement or in any other document or instrument with respect to the Loan, this Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V
Events of Default

Section 5.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 3.01, 3.02 and 3.04 hereof are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the Authority or the Trustee or, during the Index Period, the Index Purchaser, shall have given the Borrower written notice of such default (or in the case of any such default which is capable of being cured but cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default which is capable of being cured but is not susceptible of being cured with due diligence within the 30 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence, but in no event exceeding 90 days after such notice to the Borrower);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive); or

(e) the Borrower shall contest the validity or enforceability of any provision of this Agreement.

Section 5.02. Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Agreement), the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Series D-3-A Bonds, the Bond Insurer, the Bank, if any, the Index Purchaser, and a Swap Counterparty, at any time thereafter and while such Event of Default shall continue, (i) shall notify the Bank, if any, the Index Purchaser, and the Bond Insurer, within five (5) Business Days of such Event of Default, and (ii) may, at its option, with the consent of the Bank, if any, the Bond Insurer, and the Index Purchaser, and subject to the provisions of the Indenture, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

ARTICLE VI
Prepayment

Section 6.01. Option to Prepay. Subject to any restrictions in the Index Rate Agreement, the Borrower shall have the right and option throughout the term hereof to prepay in whole or in part the Loan advanced hereunder at the prices and upon the terms set forth hereinafter, but only in connection with a redemption of the Series D-3-A Bonds in accordance with the Indenture.

Section 6.02. Optional Prepayment Price.

(a) If the Series D-3-A Bonds are bearing interest at the Auction Rate, Daily Rate, Weekly Rate, the Commercial Paper Rate, the Index Rate, and the Short-Term Rate at the time of prepayment, the prepayment amount shall be the Outstanding principal amount of the Series D-3-A Bonds as of the designated Redemption Date, plus interest (including interest at the Unremarketed Bond Rate and Index Rate Excess Interest, if applicable) and Additional Payments accrued thereon to the Redemption Date of the Series D-3-A Bonds, plus the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement.

(b) If the Series D-3-A Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate at the time of prepayment, the prepayment amount shall be the applicable Redemption Price as set forth in Section 5.02(e) of the Indenture, plus interest accruing between the Prepayment Date and the Redemption Date (or, if said investment earnings exceed interest accrued during said period, less said excess), plus Additional Payments accrued to the Redemption Date.

(c) If any of the Series D-3-A Bonds are Bank Bonds at the time of prepayment, the prepayment amount with respect to the Bank Bonds shall be the Outstanding

principal amount of the Bank Bonds, plus Additional Payments and interest (including interest at the Bank Rate and Bank Bond Excess Interest, if applicable) accrued to the Redemption Date.

Section 6.03. Notice of Prepayment. The Borrower shall give notice of its intent to prepay the Loan to the Trustee and the Administrator in the manner for giving notices hereunder pursuant to Section 8.07 hereof at least forty-five (45) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay the Loan or a portion thereof, the proposed Prepayment Date, the proposed Redemption Date for the Series D-3-A Bonds and, in the case of a partial prepayment, the principal amount of the Series D-3-A Bonds to be redeemed. The Borrower shall cause the Administrator to provide written instructions to the Trustee as to the investment of the funds so deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower, and the Authority and Trustee are entitled to rely on said instructions. After the notice of prepayment has been given as above provided, the Series D-3-A Bonds shall not be converted from one Interest Rate Mode to another Interest Rate Mode and Series D-3-A Bonds bearing interest at the Medium-Term Rate shall not be changed to a different Medium-Term Rate Period after the notice of prepayment has been given as above provided.

Section 6.04. Partial Prepayment. If the Borrower exercises its right and option to prepay the Loan in part, the prepayment shall be in an amount such that the Series D-3-A Bonds remaining Outstanding after the Redemption Date will be in an Authorized Denomination and no portion of a Series D-3-A Bond shall be redeemed that would result in a Series D-3-A Bond remaining Outstanding that is smaller than the minimum Authorized Denomination for the Series D-3-A Bonds. The principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit A as the Borrower shall elect by written notice to the Trustee; provided, however, during the Index Period any partial prepayment shall be applied in the inverse order of maturity unless otherwise approved by the Index Purchaser.

Section 6.05. Deposit of Prepayment Amount. If the Series D-3-A Bonds are bearing interest at the Auction Rate, the Daily Rate, the Commercial Rate, the Index Rate, the Weekly Rate, or the Short-Term Rate, the prepayment amount shall be deposited with the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Redemption Date. If the Series D-3-A Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate, the prepayment amount shall be deposited on any date prior to the Redemption Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction, diminution, or defense for any reason whatsoever, so long as the Series D-3-A Bonds are Outstanding and unpaid, and until the Borrower shall have discharged, or made provision satisfactory to Authority for the discharge of, all of its obligations under this Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

ARTICLE VII
Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, the Administrator and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee, the Administrator and the Authority (the Trustee, each successor trustee, the Authority, the Administrator and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, willful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the duties of the Trustee, the Administrator and the Authority thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Borrower, this Agreement or the Series D-3-A Bonds), including enforcement of this Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Agreement.

ARTICLE VIII
Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Authority. No failure by the Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of the Authority, or the Trustee or any other Person who has succeeded to the rights of the Authority hereunder, provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the

Authority or the Trustee of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Trustee of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Series D-3-A Bonds and prior to the payment in full of the Series D-3-A Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Trustee, the Bank (if applicable), the Index Purchaser and, to the extent such amendment would affect the rights or obligations of a Swap Counterparty, the Swap Counterparty under a Swap Agreement, and the Bond Insurer given in accordance with the provisions of the Indenture.

Section 8.05. Applicable Law - Entire Understanding. This Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at City/County Building, 400 Main Street, Knoxville, Tennessee 37902-2405, Attention: County Mayor and Finance Director; (b) if to the Authority, addressed to the Authority, c/o Crawford, Crawford & Newton, 101 W Broadway Ave # 206, Maryville, TN 37801, Attention: Norman Newton, Esq.; (c) if the Administrator, at 813 S Northshore Drive, Knoxville, TN 37919 Attention: Joseph K. Ayres; (d) if to the Trustee, addressed to the Trustee at 150 Fourth Avenue North, Suite 900, Nashville, Tennessee 37219, Attention: Corporate Trust; (e) if to the Index Purchaser, Bank of America, N.A., 2170 Satellite Blvd., Suite 250, Duluth, Georgia 30097, Attention: Michael J. Romano, with a copy to Banc of America Preferred Funding Corporation, 150 N. College Street, NC1-028-17-06, Charlotte, North Carolina 28255, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Indenture.

Section 8.08. Headings and References. The headings in this Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and to the Bond Insurer.

Section 8.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. Amendments, Changes and Modifications of Indenture. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Indenture which would adversely affect the Borrower rights under this Agreement.

Section 8.12. No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Agreement.

Section 8.13. Refunding of the Series D-3-A Bonds. The Series D-3-A Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Borrower. In the event the Series D-3-A Bonds are refunded by Bonds issued by the Authority, all references in this Agreement to (i) the Series D-3-A Bonds shall be deemed to refer also to the refunding bonds, (ii) the Indenture shall be deemed to refer also to the indenture or other instrument pursuant to which the refunding bonds are issued, and (iii) any funds or accounts referred to herein shall be deemed to refer also to the corresponding funds or accounts established under the indenture or other instrument pursuant to which the refunding bonds are issued.

Section 8.14. Continuing Disclosure. In the event the Series D-3-A Bonds are not exempt under Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended, the Borrower hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, as required by Rule 15c2-12 of the Securities Exchange Commission for the Series D-3-A Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series D-3-A Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Borrower to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series D-3-A Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Borrower to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 8.15. Allocation for Purposes of Section 265. The Borrower hereby agrees that the proceeds of the Series D-3-A Bonds and of the Loan shall be allocated to it for purposes of Section 265 of the Code.

[Signatures on following page]

IN WITNESS WHEREOF, THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE, has executed this Amended and Restated Loan Agreement by causing its name to be hereunto subscribed by its Chairman and attested by its Secretary-Treasurer; and KNOX COUNTY, TENNESSEE has executed this Amended and Restated Loan Agreement by causing its name to be hereunto subscribed by its County Mayor and County Clerk, all being done as of the day and year first above written.

THE PUBLIC BUILDING AUTHORITY
OF BLOUNT COUNTY, TENNESSEE

(SEAL)

By:_____
Chairman

ATTEST:

_____
Secretary-Treasurer

KNOX COUNTY, TENNESSEE

(SEAL)

By:_____
Its: County Mayor

ATTEST:

By:_____
Its: County Clerk

Series D-3-A Amended and Restated Loan Agreement

EXHIBIT A

PRINCIPAL REDUCTION SCHEDULE

Date (May 25)	Principal
2017	$2,100,000
2018	2,250,000
2019	2,375,000
2020	2,500,000
2021	2,625,000
2022	1,075,000
2023	1,000,000
2024	1,050,000
2025	1,100,000
2026	1,150,000
2027	1,175,000
2028	1,225,000
2029	1,275,000
2030	7,750,000
2031	8,050,000
2032	8,375,000
2033	8,700,000
2034	9,075,000

INDEX RATE AGREEMENT

between

KNOX COUNTY, TENNESSEE

and

BANC OF AMERICA PREFERRED FUNDING CORPORATION

dated as of

December 1, 2016

relating to

$62,850,000
THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE
LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS,
SERIES D-3-A

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INDEX RATE AGREEMENT

THIS INDEX RATE AGREEMENT (the "Agreement") is entered into as of December 1, 2016 by and between KNOX COUNTY, TENNESSEE (the "Borrower") and BANC OF AMERICA PREFERRED FUNDING CORPORATION, a Delaware corporation (the "Purchaser").

RECITALS:

WHEREAS, The Public Building Authority of Blount County, Tennessee (the "Authority") issued its Local Government Public Improvement Bonds, Series D-3-A (the "Series D-3-A Bonds") for the benefit of the Borrower in the original aggregate principal amount of $77,000,000; and

WHEREAS, the Series D-3-A Bonds were issued pursuant to an Indenture of Trust (the "Original Indenture"), dated as of March 1, 2005, by and between the Authority and Regions Bank, an Alabama banking corporation, as Trustee (including any successor trustee thereunder, the "Trustee"), as supplemented by the Series D-3-A Supplemental Indenture of Trust (the "First Supplemental Indenture"), dated as of August 1, 2005, by and between the Authority and the Trustee, and the Authority loaned the proceeds thereof (the "Loan") to the Borrower upon the terms and conditions of a Loan Agreement, dated as of August 1, 2005 (the "Original Loan Agreement") for the purpose of funding Projects (as defined in the Original Loan Agreement); and

WHEREAS, on December 20, 2011, PNC Bank, National Association ("PNC Bank") purchased the Series D-3-A Bonds, then outstanding in the aggregate principal amount of $71,500,000, pursuant to a remarketing of the Series D-3-A Bonds, and in connection with such remarketing and purchase by PNC Bank (i) the Original Indenture was amended and further supplemented by a Second Supplemental Indenture of Trust, dated as of December 1, 2011, between the Authority and the Trustee (the "Second Supplemental Indenture"), (ii) the Original Loan Agreement was amended and restated by an Amended and Restated Loan Agreement, dated as of December 1, 2011, between the Authority and the Borrower (the "First Restated Loan Agreement"), and (iii) the Borrower and PNC Bank entered into an Index Rate Agreement, dated as of December 20, 2011 (the "PNC Index Rate Agreement"); and

WHEREAS, the Purchaser has purchased the Series D-3-A Bonds, now outstanding in the principal amount of $62,850,000, and in connection with such purchase by the Purchaser (i) the Original Indenture has been further amended and supplemented by a Third Supplemental Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee (the "Third Supplemental Indenture" and together with the Original Indenture the "Indenture"), and (ii) the Original Loan Agreement as amended and restated by the First Restated Loan Agreement has been further amended and restated by an Amended and Restated Loan Agreement, dated as of December 1, 2016, between the Authority and the Borrower (the "Loan Agreement"); and

WHEREAS, the Borrower has agreed in the Loan Agreement to pay the principal and purchase price of and interest on the Loan, the Series D-3-A Bonds and all other payments required by the Indenture and the Loan Agreement to be paid by the Borrower to the Authority, the Trustee

and others, when and as the same shall become due and payable, and the Loan Agreement has been assigned by the Authority to the Trustee as security for the Series D-3-A Bonds; and

WHEREAS, as a condition to the purchase of the Series D-3-A Bonds by the Purchaser, the Purchaser has required that the Borrower enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Purchaser to purchase the Series D-3-A Bonds, the Borrower and the Purchaser hereby agree as follows:

ARTICLE I.
DEFINITIONS, ACCOUNTING TERMS AND PRINCIPLES OF CONSTRUCTION

Section 1.1 **Defined Terms**. In addition to terms defined elsewhere herein, the following terms, as used in this Agreement, shall have the respective meanings set forth below (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):

"Agreement" means this Index Rate Agreement as it now exists and as it may hereafter be amended.

"Authority" means The Public Building Authority of Blount County, Tennessee, and any successor to its functions under the Indenture and the Loan Agreement.

"Base Rate" means the per annum rate of interest equal to the greater of (i) the Prime Rate plus 1% (100 basis points), (ii) the Federal Funds rate plus 2% (200 basis points), (iii) LIBOR plus 2% (200 basis points), or (iv) 7% (700 basis points).

"Borrower" means Knox County, Tennessee.

"Business Day" shall have the meaning assigned to such term in the Indenture.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith, and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted or issued.

"Closing Date" means December 1, 2016, subject to the satisfaction of the conditions precedent set forth in Article IV.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and all rules and regulations (including temporary and proposed regulations) from time to time promulgated thereunder, or any successor statute thereto.

"Date of Taxability" shall mean the earliest date as of which interest on the Series D-3-A Bonds shall have been determined to be includable in the gross income of the Purchaser or any prior holder of the Series D-3-A Bonds as a result of a Determination of Taxability.

"Default" means the occurrence of any event or the existence of any condition which constitutes an Event of Default or the occurrence of any event or the existence of any condition which with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Default Rate" means the Base Rate plus 4% (400 basis points).

"Determination of Taxability" shall mean (i) receipt by the Borrower or the Authority of a final judgment by a court of competent jurisdiction (from which no further right of appeal exists) or a final official action of the Internal Revenue Service (from which no further right of appeal exists) determining that any interest portion payable with respect to the Series D-3-A Bonds is includable in the gross income of the holders of the Series D-3-A Bonds for federal income tax purposes; provided, however, no Determination of Taxability shall be deemed to occur unless the Borrower has been given an opportunity to contest such proceedings at its own expense; or (ii) at such time as the Borrower and the holder of the Series D-3-A Bonds have agreed that a Determination of Taxability has occurred.

"Event of Default," in relation to this Agreement, shall have the meaning assigned to such term in Section 7.1, and in relation to any Related Document, shall have the meaning set forth therein.

"Event of Taxability" shall mean a change in law or fact, or the interpretation thereof, or the occurrence, existence or recognition of a fact, event, circumstance or situation (including, without limitation, the taking of any action by the Authority or the Borrower, or the failure to take any action by the Authority or the Borrower, or the making by the Authority or the Borrower of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Series D-3-A Bonds) which has the effect of causing the interest paid or payable on the Series D-3-A Bonds to become includable, in whole or in part, in the gross income of the Purchaser or any former holder of the Series D-3-A Bonds.

"Excluded Taxes" means (a) any taxes imposed on or measured by Purchaser's overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Purchaser is organized or in which its principal office is located, and (b) any branch profits taxes imposed on the Purchaser by the United States of America or any similar tax imposed on the Purchaser by any other jurisdiction in which the Borrower is located.

"Federal Funds Rate" means for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; provided, however, that (a) if such day is not a Business

Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upwards to the next higher 1/100 of 1%) charged to the Purchaser on such day on such transactions.

"GAAP" means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States of America, that are applicable to the circumstances as of the date of determination, consistently applied.

"Governing Body" means the Board of County Commissioners of Knox County, Tennessee.

"Governmental Authority" means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indenture" means, collectively, the Original Indenture, as amended and supplemented by the Third Supplemental Indenture, and as hereafter further amended and/or supplemented.

"Index Period Mandatory Tender Date" shall have the meaning assigned to such term in the Indenture.

"Index Period Mandatory Tender Price" shall have the meaning assigned to such term in the Indenture.

"Index Rate" shall have the meaning assigned to such term in the Indenture.

"Index Rate Excess Interest" shall have the meaning set forth in Section 3.14(a).

"Index Rate Final Excess Interest Amount" shall have the meaning set forth in Section 3.14(b).

"Interest Payment Date" shall have the meaning assigned to such term in the Indenture.

"Law" means any treaty or any federal, regional, state or local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

"LIBOR" shall have the meaning assigned to such term in the Indenture.

"Loan Agreement" means the Amended and Restated Loan Agreement dated as of December 1, 2016, between the Authority and the Borrower as it now exists and as it may hereafter be amended.

"Mandatory Tender Date" shall have the meaning assigned to such term in the Indenture.

"Maximum Lawful Rate" shall have the meaning assigned to such term in the Indenture.

"Maximum Rate" shall have the meaning assigned to such term in the Indenture.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns; and if such corporation shall be dissolved or liquidated or shall no longer perform the function of a municipal securities rating agency, "Moody's" shall be deemed to refer to any other recognized municipal securities rating agency designated by the Purchaser.

"New Index Period Mandatory Tender Date" shall have the meaning assigned to such term in the Indenture.

"Original Indenture" means the Indenture of Trust, dated as of March 1, 2005, by and between the Authority and the Trustee.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any Related Document.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Person" means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

"PNC Bank" means PNC Bank, National Association, as the owner of the Series D-3-A Bonds prior to their purchase by the Purchaser.

"Prime Rate" shall mean the fluctuating rate of interest established by Bank of America, N.A. from time to time as its "Prime Rate," whether or not such rate shall be otherwise published. The Prime Rate is established by Bank of America, N.A. as an index or base rate and may or may not at any time be the best or lowest rate charged by Bank of America, N.A. on any loan. If at any time or from time to time the Prime Rate increases or decreases, then any interest rate based on the Prime Rate shall be correspondingly increased or decreased as of the date of the increase or decrease in the Prime Rate. In the event that Bank of America, N.A. shall abolish or abandon the practice of establishing a Prime Rate, or should the same become unascertainable, the Purchaser shall designate a comparable reference rate which shall thereafter be deemed to be the Prime Rate for purposes hereof.

"Purchase Price" shall have the meaning set forth in Section 2.1.

"Purchaser" means Banc of America Preferred Funding Corporation or its successors and assigns, as the purchaser of the Series D-3-A Bonds pursuant to this Agreement.

"Redemption Date" shall have the meaning assigned to such term in the Indenture.

"Related Documents" means, collectively, the Indenture, the Loan Agreement and all other instruments or agreements relating thereto, including any exhibits and schedules attached to such documents.

"S&P" shall mean Standard & Poor's Rating Group, a division of McGraw-Hill Financial Services Company, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, S&P shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Purchaser.

"Series D-3-A Bonds" means the Local Government Public Improvement Bonds, Series D-3-A, of the Authority from time to time Outstanding under the Indenture and related to this Agreement.

"Taxable Rate" means the product of the tax-exempt rate of interest otherwise in effect with respect to the Series D-3-A Bonds times the Taxable Rate Factor.

"Taxable Rate Factor" means the amount by which the tax-exempt rate must be multiplied to achieve the equivalent taxable rate given the highest marginal federal corporate tax rate (currently 35% so that the Taxable Rate Factor is currently 1.54). The Taxable Rate Factor is subject to change should the highest marginal federal corporate tax rate change.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, fines, additions to tax or penalties applicable thereto.

"Termination Fee" shall have the meaning set forth in Section 3.6(a).

"Third Supplemental Indenture" means the Series D-3-A Third Supplemental Indenture of Trust, dated as of December 1, 2016, between the Authority and the Trustee.

"Trust Estate" shall have the meaning assigned to such term in the Indenture.

"Trustee" means Regions Bank, an Alabama banking corporation, Nashville, Tennessee, and any successor trustee under the Indenture, acting as paying agent, bond registrar, tender agent, and trustee.

"Unremarketed Bond Rate" shall mean the following:

Days 1-90 following the event necessitating the applicability of the Unremarketed Bond Rate: the Base Rate; and

Days 91 and thereafter following the event necessitating the applicability of the Unremarketed Bond Rate: the Base Rate plus 1% (100 basis points);

provided, however, that at no time shall the Unremarketed Bond Rate be less than the interest rate otherwise in effect on those Series D-3-A Bonds that are not Unremarketed Bonds.

"Unremarketed Bonds" means any Series D-3-A Bonds with respect to which the Purchaser has not received payment of the purchase price on the Index Period Mandatory Tender Date and which have not been redeemed on the Index Period Mandatory Tender Date.

"Unremarketed Bonds Term-Out End Date" means the date thirteen (13) months after the Index Period Mandatory Tender Date.

Section 1.2 **Accounting and Commercial Terms**. As used in this Agreement, all accounting terms used but not otherwise defined herein shall have the respective meanings assigned to them by GAAP.

Section 1.3 **General Construction**. As used in this Agreement, the masculine, feminine and neuter genders and the plural and singular numbers shall be deemed to include the others in all cases in which they would so apply. "Includes" and "including" are not limiting, and shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same. The word "or" is not intended and shall not be construed to be exclusive.

Section 1.4 **Defined Terms; Headings**. The use of defined terms in this Agreement is for convenience of reference and shall not be deemed to be limiting or to have any other substantive effect with respect to the persons or things to which reference is made through the use of such defined terms. Article and section headings and captions in this Agreement are included for convenience of reference and shall not constitute a part of this Agreement for any other purpose.

Section 1.5 **References to this Agreement and Parts Thereof**. As used in this Agreement, unless otherwise specified the words "hereof, "herein" and "hereunder" and words of similar import shall refer to this Agreement, including all schedules and exhibits hereto, as a whole, and not to any particular provision of this Agreement, and the words "Article", "Section", "Schedule" and "Exhibit" refer to articles, sections, schedules and exhibits of or to this Agreement.

Section 1.6 **Documentary References**. Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all amendments, modifications, supplements, extensions, renewals, substitutions or replacements thereof as the context may require.

Section 1.7 **Legal References**. Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

ARTICLE II.
PURCHASE OF SERIES D-3-A BONDS

Section 2.1 **Purchase Price**. Upon the terms and conditions and based on the representations, warranties and covenants of the Borrower set forth herein and in the Related Documents, the Purchaser hereby agrees to purchase from PNC Bank and the Borrower hereby agrees to cause PNC Bank to sell to the Purchaser, all, but not less than all, of the Series D-3-A Bonds at the purchase price of $62,850,000, representing the aggregate principal amount of the Series D-3-A Bonds (the "Purchase Price").

Section 2.2 **Closing**. On the Closing Date, the Borrower shall deliver to the Purchaser the documents described in Article IV. Upon delivery of such documents, the Purchaser will pay the Purchase Price for the Series D-3-A Bonds in immediately available federal funds. One fully registered Series D-3-A Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Purchaser, or as otherwise directed by the Purchaser. The Series D-3-A Bonds shall be so issued and registered to and held by the Purchaser, or as otherwise directed by the Purchaser.

ARTICLE III.
THE BORROWER'S OBLIGATIONS

Section 3.1 **Repayment Obligations**. The Borrower hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all amounts due and owing to the Purchaser under this Agreement, the Series D-3-A Bonds and the Related Documents and to pay all amounts due and owing to the Purchaser whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in this Agreement, the Series D-3-A Bonds or the Related Documents. Without limiting the generality of the foregoing, the parties hereto acknowledge and agree that the payment obligations of the Borrower described in this Section 3.1 are obligations in the nature of a loan, separate and independent of the Borrower's obligations under the Related Documents. The Borrower unconditionally, irrevocably and absolutely agrees to pay to the Purchaser all of the following, provided, to the extent that the Purchaser receives payment through ownership of the Series D-3-A Bonds, the Borrower's obligation to make payments pursuant this Section 3.1, to the extent of the payment so received by the Purchaser, shall be deemed satisfied:

(a) Interest on the principal amount of the Series D-3-A Bonds on each Interest Payment Date at the interest rate applicable to the Series D-3-A Bonds as set forth therein and in the Indenture.

(b) Principal on the dates and in the amounts set forth in Section 2(d) of the Third Supplemental Indenture. The Borrower shall cause the Series D-3-A Bonds to be redeemed on the dates and in principal amounts equal to the amounts required to be paid pursuant to this subsection.

(c) An amount equal to the purchase price of the Series D-3-A Bonds on any Mandatory Tender Date (including, but not limited to, the New Index Period Mandatory Tender

Date). The Outstanding principal amount of the Series D-3-A Bonds, together with all accrued but unpaid interest thereon, shall be subject to mandatory purchase on each Mandatory Tender Date in accordance with the terms of the Indenture. In the event the Purchaser does not receive the purchase price on the Mandatory Tender Date, then, except as otherwise provided in Section 3.4 or in the Indenture, the Borrower shall cause all Unremarketed Bonds, together with all accrued but unpaid interest thereon, to be redeemed on such Mandatory Tender Date.

Section 3.2 **Default Interest**. The Borrower agrees to pay, or cause to be paid, to the Purchaser, upon demand, interest on any and all amounts due and owing by the Borrower under this Agreement, the Series D-3-A Bonds or the Related Documents from and after the earlier of (a) the date amounts owed hereunder or thereunder are due and not paid, and (b) the occurrence and continuance of an Event of Default, but only for so long as such amounts due remain unpaid or such Event of Default continues, at the Default Rate. The obligations of the Borrower under this Section 3.2 shall survive the termination of this Agreement and the payment in full of the Series D-3-A Bonds.

Section 3.3 **Determination of Taxability.**

(a) ***Taxable Rate***. If an Event of Taxability occurs, then from and after the Date of Taxability, the Series D-3-A Bonds shall bear interest at the Taxable Rate, and the Borrower hereby agrees to pay to the Purchaser on demand therefor (i) an amount equal to the difference between (A) the amount of interest paid to the Purchaser on the Series D-3-A Bonds during the period in which interest on the Series D-3-A Bonds is includable in the gross income of the Purchaser (the "Taxable Period") and (B) the amount of interest that would have been paid to the Purchaser during such Taxable Period had the Series D-3-A Bonds borne the Taxable Rate, and (ii) an amount equal to any taxes, interest, penalties or other charges assessed against or payable by the Purchaser as a result of interest of the Series D-3-A Bonds becoming includable in the gross income of the Purchaser, together with any and all attorneys' fees, court costs or other out of pocket costs incurred by the Purchaser in connection therewith and all reasonable administrative and other expenses incurred by the Purchaser to amend any of its tax returns, all of the foregoing being due and payable by the Borrower to the Purchaser notwithstanding the repayment of the entire principal amount of the Series D-3-A Bonds or any transfer or assignment of the Series D-3-A Bonds.

(b) ***Contest by the Borrower***. Subject to the provisions of subsection (c) below, the Purchaser shall afford the Borrower the opportunity, at the Borrower's sole cost and expense, to contest (i) the validity of any amendment to the Code which causes the interest on the Series D-3-A Bonds to be includable in the gross income of the Purchaser or (ii) any challenge to the validity of the tax exemption with respect to the interest on the Series D-3-A Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(c) ***Expenses***. As a condition precedent to the exercise by the Borrower of its right to contest set forth in subsection (b) above, the Borrower shall, on demand, immediately reimburse the Purchaser for (i) any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by the Purchaser, in its sole discretion) that may be incurred by the Purchaser in connection with any such contest, and (ii) any and all penalties or other charges payable by the Purchaser for failure to include such interest in its gross income.

(d) ***Survival***. The obligations of the Borrower under this Section 3.3 shall survive the termination of this Agreement and the payment in full of the Series D-3-A Bonds.

Section 3.4 **Unremarketed Bonds**. Notwithstanding anything to the contrary in this Agreement, the Series D-3-A Bonds or the Related Documents, so long as no Event of Default under this Agreement shall have occurred and be continuing and all representations and warranties of the Borrower under this Agreement and the Loan Agreement are true and correct, (A) any Index Period Mandatory Tender Price not paid on the Index Period Mandatory Tender Date shall be paid in full by the earliest of: (i) the Unremarketed Bonds Term-Out End Date, (ii) the date on which the Unremarketed Bonds mature or are redeemed, or (iii) the date on which the Unremarketed Bonds are remarketed; (B) the principal amount on the Unremarketed Bonds will continue to amortize according to the redemption schedule set forth in the Section 2(d) of the Third Supplemental Indenture; and (C) interest on the Unremarketed Bonds shall accrue at the Unremarketed Bond Rate and shall be payable monthly in arrears on the first Business Day of each month.

Section 3.5 **Maximum Rate**. Notwithstanding anything to the contrary in this Agreement, the Series D-3-A Bonds or the Related Documents, interest payable hereunder shall not exceed the Maximum Rate; provided, however, Index Rate Excess Interest shall be due and payable at the times and in the amounts set forth in Section 3.14.

Section 3.6 **Termination Fee; Breakage Costs**.

(a) ***Termination Fee***. In the event the Series D-3-A Bonds, prior to the first anniversary of the Closing Date, are either redeemed in advance of the redemption schedule set forth in the Section 2(d) of the Third Supplemental Indenture or are subject to mandatory tender for purchase, in whole or in part, the Borrower shall pay the Purchaser a termination fee (the "Termination Fee") equal to the product of: (i) the Applicable Margin in effect on the date of such redemption or tender, (ii) the principal amount of the Series D-3-A Bonds so redeemed or tendered, and (iii) a fraction, the numerator of which is the number of days from and including the date of redemption or tender to and including the first anniversary of the Closing Date, and the denominator of which is 360.

(b) ***Breakage Costs*.** In the event a Redemption Date or a Mandatory Tender Date for the Series D-3-A Bonds occurs on a date other than an Interest Payment Date, the Borrower shall, after receipt of a written request by the Purchaser (which request shall set forth in reasonable detail the basis for requesting such amount), pay to the Purchaser any amounts required to compensate the Purchaser for any losses, costs or expenses that the Purchaser may reasonably incur as a result of such redemption or purchase upon mandatory tender, as applicable, including any loss, cost or expense (excluding loss of anticipated profits) actually incurred by reason of the liquidation or reemployment of deposits or other funds obtained by the Purchaser to acquire the Series D-3-A Bonds and to fund or maintain the loan to the Borrower corresponding thereto.

Section 3.7 **Fees; Costs and Expenses**. The Borrower shall pay within thirty (30) days after demand:

(a) for any amendment of this Agreement, the Series D-3-A Bonds or any Related Document, or any consent or waiver by the Purchaser under this Agreement, the Series D-3-A Bonds or any Related Document, in each case a fee in a minimum amount of $2,500;

(b) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Purchaser in connection with this Agreement, the Series D-3-A Bonds or the Related Documents, including, but not limited to, with respect to advising the Purchaser as to its rights and responsibilities under this Agreement, the Series D-3-A Bonds or the Related Documents or in connection with responding to requests from the Borrower for consents, amendments and waivers; and

(c) all of the Purchaser's out of pocket expenses (including, without limitation, fees and expenses of counsel or other reasonably required consultants to the Purchaser) arising in connection with the enforcement or administration of, or preservation of rights (including in any bankruptcy or insolvency proceeding or any workout) in connection with, this Agreement, the Series D-3-A Bonds or the Related Documents.

Section 3.8 **Computation of Interest and Fees**. Interest, fees and other amounts payable hereunder shall be calculated on the basis of a 365 or 366 day year, as applicable, and the actual number of days elapsed. Interest shall accrue during each period for which interest is computed from and including the first day thereof to, but excluding, the last day thereof.

Section 3.9 **Increased Costs.**

(a) ***Increased Costs Generally***. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Purchaser, except any reserve requirement already reflected in the Index Rate;

(ii) subject the Purchaser to assessment or liability for any Taxes of any kind whatsoever with respect to this Agreement or the Series D-3-A Bonds, or change the basis of taxation of payments to the Purchaser (except for Indemnified Taxes or Other Taxes covered by Section 3.10 and the imposition of, or any change in the rate of, any Excluded Taxes payable by the Purchaser); or

(iii) impose on the Purchaser or the London interbank market any other condition, cost or expense affecting this Agreement or the Series D-3-A Bonds;

and the result of any of the foregoing shall be to increase the cost to the Purchaser of owning the Series D-3-A Bonds, or to reduce the amount of any sum received or receivable by the Purchaser hereunder or under the Series D-3-A Bonds (whether of principal, interest or any other amount) then, upon written request of the Purchaser as set forth in subsection (c) below, the Borrower shall pay to the Purchaser such additional amount or amounts (as provided subsection (c) below) as will compensate the Purchaser for such additional costs incurred or reduction suffered.

(b) ***Capital Requirements***. If the Purchaser determines that any Change in Law affecting the Purchaser, or the Purchaser's parent or holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return of the Purchaser or the Purchaser's parent or holding company, if any, as a consequence of this Agreement or ownership of the Series D-3-A Bonds, to a level below that which the Purchaser or the Purchaser's parent or holding company, if any, could have achieved but for such Change in Law (taking into consideration the Purchaser's policies and the policies of the Purchaser's parent or holding company, if any, with respect to capital adequacy), then from time to time upon written request of the Purchaser as set forth in subsection (c) below, the Borrower shall pay to the Purchaser such additional amount or amounts (as provided subsection (c) below) as will compensate the Purchaser or the Purchaser's parent or holding company, if any, for any such reduction suffered.

(c) ***Certificates for Reimbursement***. A certificate of the Purchaser setting forth the amount or amounts necessary to compensate the Purchaser or the Purchaser's parent or holding company, if any, as the case may be, as specified in subsection (a) or (b) above and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Purchaser the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) ***Delay in Requests***. Failure or delay on the part of the Purchaser to demand compensation pursuant to this Section 3.9 shall not constitute a waiver of the Purchaser's right to demand such compensation; provided, however, that the Borrower shall not be required to compensate the Purchaser under this Section 3.9 for any increased costs or reductions incurred more than six (6) months prior to the date that the Purchaser notifies the Borrower of such increased costs or reductions and of the Purchaser's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then such six-month period shall be extended to include the period of such retroactive effect.

(e) ***Survival***. Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower in this Section 3.9 shall survive the termination of this Agreement and the payment in full of the Series D-3-A Bonds.

Section 3.10 Taxes.

(a) ***Payments Free of Taxes***. Any and all payments by or on account of any obligation of the Borrower hereunder or with respect to the Series D-3-A Bonds shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided, however, that if the Borrower shall be required by any applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 3.10) the Purchaser receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, and (iii) the Borrower shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

(b) ***Payment of Other Taxes by the Borrower***. Without limiting the provisions of subsection (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law.

(c) ***Indemnification by the Borrower***. The Borrower shall indemnify the Purchaser, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 3.10) paid by the Purchaser and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided, however, that the Borrower shall not be obligated to reimburse the Purchaser for any penalties, interest or expenses related to Indemnified Taxes or Other Taxes arising from such indemnified party's own gross negligence or willful misconduct. A certificate stating in reasonable detail the amount of such payment or liability delivered to the Borrower by the Purchaser shall be conclusive absent manifest error. In addition, the Borrower shall indemnify the Purchaser, within ten (10) days after demand therefor, for any incremental Taxes that may become payable by the Purchaser as a result of any failure of the Borrower to pay any Taxes when due to the appropriate Governmental Authority or to deliver to the Purchaser, pursuant to subsection (d) below, documentation evidencing the payment of Taxes.

(d) ***Evidence of Payments***. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Purchaser the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Purchaser.

(e) ***Treatment of Certain Refunds***. If the Purchaser determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified pursuant to this Section 3.10 (including additional amounts paid by the Borrower pursuant to this Section 3.10), it shall pay to the Borrower an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, under this Section 3.10 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out of pocket expenses of the Purchaser and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, however, that the Borrower, upon the request of the Purchaser, agrees to repay the amount paid over pursuant to this Section 3.10 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Purchaser in the event the Purchaser is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection (e), in no event will the Purchaser be required to pay any amount to the Borrower pursuant to this subsection (e) the payment of which would place the Purchaser in a less favorable net after Taxes position than the Purchaser would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This subsection (e) shall not be construed to require the Purchaser to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(f) ***Survival***. Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section

3.10 shall survive the termination of this Agreement and the payment in full of the Series D-3-A Bonds.

Section 3.11 Method and Application of Payments. All payments by or on behalf of the Borrower to the Purchaser hereunder shall be fully earned when due and shall be nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. Amounts payable to the Purchaser hereunder shall be transferred to the Purchaser at such account as the Purchaser may specify from time to time in writing to the Borrower or the Trustee. Any payment received by the Purchaser after 3:30 p.m. on the date payment is due shall be deemed to have been received by the Purchaser on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder. Payments received by the Purchaser shall be applied, first, to any fees, costs, charges or expenses payable by the Borrower under this Agreement; second, to past due interest; third, to current interest; and, fourth, to principal.

Section 3.12 Maintenance of Accounts. The Purchaser shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be presumptive evidence of the existence and amounts of the obligations of the Borrower therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the Borrower hereunder to pay or repay all amounts owed hereunder, together with all interest accrued thereon as provided herein.

Section 3.13 Cure. The Purchaser shall have the right, but not the obligation, to cure any Default, any Event of Default or any other event of nonperformance. The Borrower agrees to pay to the Purchaser on demand, any amounts advanced by or on behalf of the Purchaser, to the extent required to cure any Default, any Event of Default or any other event of nonperformance under this Agreement or any Related Document, together with interest thereon at the Default Rate. The Purchaser shall give the Borrower reasonably prompt notice of any such advances.

Section 3.14 Maximum Lawful Rate.

(a) ***Index Rate Excess Interest***. If the amount of interest otherwise payable for any period in accordance with the terms hereof or the Series D-3-A Bonds is reduced by the terms hereof or thereof to prevent such interest from exceeding the Maximum Lawful Rate, to the extent permitted by applicable Law, such excess (i.e. the difference between interest calculated for such period as if there were no Maximum Lawful Rate limitation and interest calculated at the Maximum Lawful Rate for such period) (the "Index Rate Excess Interest") shall nonetheless accrue and be payable as provided in subsection (b).

(b) ***Payment***. Index Rate Excess Interest shall be payable on each succeeding Interest Payment Date until paid in full, but only to the extent that interest (including Index Rate Excess Interest) payable on such Interest Payment Date does not exceed the Maximum Lawful Rate for such period. To the extent any Index Rate Excess Interest remains unpaid on the earlier

of (i) the date payment is due to Purchaser of the entire principal amount of the Series D-3-A Bonds then Outstanding (either at maturity or earlier redemption), or (ii) the date payment is due to Purchaser of the entire purchase price for the Series D-3-A Bonds then Outstanding in connection with the mandatory tender and purchase thereof, then on such earlier date, to the extent possible without violating applicable Law, the Borrower shall pay to the Purchaser a fee equal to any accrued and unpaid Index Rate Excess Interest (the "Index Rate Final Excess Interest Amount"). All Index Rate Excess Interest shall, notwithstanding the deferred payment, constitute interest on the Series D-3-A Bonds.

Section 3.15 **Pledge of Taxing Power**. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the Borrower under the terms of the Loan Agreement. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section 3.15 shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower. Notwithstanding the foregoing, the Borrower shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

ARTICLE IV.
CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.1 **Documentary Requirements**. The obligation of the Purchaser to purchase the Series D-3-A Bonds is subject to the conditions precedent that the Purchaser shall have received, on or before the Closing Date, the items listed below in this Section 4.1, each dated and in form and substance as is satisfactory to the Purchaser. However, should the Purchaser purchase the Series D-3-A Bonds prior to its receipt and approval of any of the following items, such purchase shall not be deemed to be a waiver of the requirement of the Borrower to provide such items.

(a) The following Borrower documents:

(i) Copies of the resolutions of the Governing Body of the Borrower approving the execution and delivery of this Agreement and the Loan Agreement, approving the form of the Third Supplemental Indenture and approving all other matters contemplated hereby and thereby, certified by the County Clerk of the

Borrower as being true and complete and in full force and effect on the Closing Date; and

(ii) A certificate signed by the County Clerk of the Borrower certifying the names and signatures of the persons authorized to sign, on behalf of the Borrower, this Agreement, the Loan Agreement and the other documents to which it is a party to be delivered by it hereunder or thereunder.

(b) The following financing documents:

(i) A fully executed counterpart original of this Agreement, the Loan Agreement and the Third Supplemental Indenture and a copy as fully executed of the Original Indenture, certified by the County Clerk of the Borrower as being true and complete; and

(ii) The executed and authenticated original, fully registered Series D-3-A Bond, in the aggregate principal amount equal to the Purchase Price.

(c) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) From counsel to the Borrower, as to the due authorization, execution and delivery of this Agreement and the Loan Agreement, their validity, binding effect and enforceability, and such other customary matters as the Purchaser may reasonably request;

(ii) From Bond Counsel, in customary form, an opinion to the effect that the Series D-3-A Bonds have been duly authorized and validly issued, that the Indenture creates a valid lien on the Trust Estate and that interest on the Series D-3-A Bonds will not be included in gross income of the Purchaser or other holders thereof for federal tax purposes; and

(iii) From counsel to the Authority, as to the due authorization, execution and delivery of this Agreement, the Series D-3-A Bonds and the Related Documents, their validity, binding effect and enforceability, and such other customary matters as the Purchaser may reasonably request.

(d) A certificate signed by the County Clerk of the Borrower, stating that on and as of the Closing Date (i) the Borrower is in compliance with all of the terms, provisions and conditions of each financial covenant and any other material provision of this Agreement and the Related Documents; (ii) all requirements and preconditions to the issuance, execution and delivery of the Series D-3-A Bonds have been satisfied; (iii) the Borrower has complied with all agreements and covenants and satisfied all conditions stated in this Agreement on its part to be performed or satisfied at or prior to the Closing Date; (iv) there has been no event or occurrence which might reasonably be anticipated to adversely affect the consummation of the transactions contemplated by this Agreement and the Related Documents; (v) each representation and warranty on the part of the Borrower contained in this Agreement and the Loan Agreement is true and correct as though made on and as of the Closing Date, and (vi) no Default or Event of Default has occurred and is

continuing or would result from the execution or performance of this Agreement or the Related Documents.

(e) Evidence that the long-term unsecured and unenhanced ratings attributable to the general obligation bond indebtedness of the Borrower from Moody's and S&P is at least Aa3/AA-.

(f) Such other instruments, documents and opinions as the Purchaser shall reasonably require to evidence the obligations of the Borrower under this Agreement and the Related Documents and to comply with the provisions of this Agreement and the Related Documents and the requirements of any Governmental Authority to which the Purchaser, the Authority or the Borrower is subject.

Section 4.2 **Additional Condition Precedent**. On or prior to the Closing Date, the Borrower shall have paid all costs and expenses of the Purchaser in connection with the, preparation, negotiation, execution and delivery of this Agreement, the review and negotiation of the Related Documents and the purchase of the Series D-3-A Bonds.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Purchaser as of this date as follows:

Section 5.1 **Incorporation of Representations**. All representations and warranties made by the Borrower in Section 4.02 of the Loan Agreement are incorporated herein by reference and shall be deemed to have been made and reaffirmed by the Borrower for the benefit of the Purchaser as if they were fully set forth herein. No amendment to or waiver of such representations or warranties shall be effective to amend or waive such representations and warranties as incorporated by reference herein without the prior written consent of the Purchaser.

Section 5.2 **Existence**. The Borrower is a political subdivision duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement and the Loan Agreement and to perform its obligations hereunder and thereunder, and (iii) to carry out and consummate all other transactions contemplated by this Agreement and the related Documents.

Section 5.3 **Authorization and Validity.** The Governing Body of the Borrower has duly approved the execution and delivery of this Agreement and the Loan Agreement and has duly authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Loan Agreement. This Agreement and the Loan Agreement constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their terms.

Section 5.4 **Full Disclosure**. The financial statements, including balance sheets, and all other financial information furnished by the Borrower to the Purchaser are complete and correct, fairly present the financial position of the Borrower and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not

misleading. The Borrower has good and marketable title to, or a leasehold interest in, all of the properties and assets reflected on its most recent financial statements delivered to the Purchaser, and the Borrower has not guaranteed the obligations of, or made any investment in or advances to, any person except as disclosed in such financial information. There is no event or circumstance known to the Borrower which the Borrower has not disclosed to the Purchaser in writing which, individually or in the aggregate, materially adversely affects or could be reasonably be expected to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make all payments required to be made by the Borrower under this Agreement or the Loan Agreement when and as the same become due and payable.

Section 5.5 **Pending Litigation**. There is no litigation or legal or governmental action, inquiry, investigation or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all payments required to be made by the Borrower under this Agreement or the Loan Agreement when and as the same become due and payable, or otherwise to perform its obligations under this Agreement and the Loan Agreement, that have not been disclosed in writing to the Purchaser.

Section 5.6 **Compliance with Existing Laws and Agreements**. The execution and delivery of this Agreement and the Loan Agreement by the Borrower, the performance by the Borrower of its obligations hereunder and thereunder, and the consummation of the transactions provided for in this Agreement and the Loan Agreement and compliance by the Borrower with the provisions of this Agreement and the Loan Agreement (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower, and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject. The Borrower's properties and assets are operated in conformity with all applicable governmental laws, ordinances, rules and regulations (including, but not limited to, the Americans with Disabilities Act and all other environmental, health, safety and zoning laws, ordinances, rules and regulations) and all variances and exceptions granted with respect thereto; there is no existing or pending, or, to the best of Borrower's knowledge, threatened, action, suit, proceeding, inquiry or investigation wherein an unfavorable decision, ruling or finding would, to the best of Borrower’s knowledge, reasonably be expected to have a material adverse effect on the Borrower or its properties or assets or any part thereof or the ability of the Borrower to make all payments required to be made by the Borrower under this Agreement or the Loan Agreement when and as the same become due and payable or otherwise to perform its obligations under this Agreement and the Loan Agreement.

Section 5.7 **No Defaults**. No event has occurred and no condition exists that, upon execution of this Agreement or the Loan Agreement, would constitute a Default or an Event of Default. The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money, nor is the Borrower in default under any provision of any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such instrument that with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any other agreement or instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all payments required to be made by the Borrower under this Agreement or the Loan Agreement when and as the same become due and payable or otherwise to perform its obligations under this Agreement and the Loan Agreement.

Section 5.8 **Governmental Consent**. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Agreement and the Loan Agreement, and the Borrower has complied with any and all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the performance by the Borrower of its obligations under this Agreement and the Loan Agreement. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Loan Agreement or the consummation of any transactions herein and therein contemplated.

Section 5.9 **General Obligations of the Borrower**. Each of this Agreement and the Loan Agreement will be, when executed and delivered by the Borrower, a general obligation of the Borrower supported by its fall faith and credit, and the Borrower possesses general powers of taxation, including property taxation, which shall be pledged to the payment of the Borrower's obligations under this Agreement and the Loan Agreement.

Section 5.10 **Sovereign Immunity**. To the extent permitted by applicable law, the Borrower is subject to suit with respect to its contractual obligations set forth in this Agreement and the Loan Agreement, and the Borrower is also subject to service of process and jurisdiction in any court or tribunal having competent jurisdiction.

Section 5.11 **Business of the Borrower**. The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any margin stock as defined in Regulation U or X of the Board of Governors of the Federal Reserve System.

Section 5.12 **Pending Legislation and Decisions**. There is no amendment, or to the best knowledge of the Borrower, proposed amendment to the Constitution of the State of Tennessee or any law of the State of Tennessee or any published administrative interpretation of the Constitution of the State of Tennessee or any law of the State of Tennessee, or any proposition or referendum (or proposed proposition or referendum) or other ballot initiative or any legislation that has passed

either house of the legislature of the State of Tennessee, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to adversely affect (a) the security for the Series D-3-A Bonds, (b) the rights or remedies of the Purchaser or of any other holder of the Series D-3-A Bonds, or (c) the power or ability of the Borrower to perform its obligations hereunder or under the Loan Agreement, including, without limitation, the Borrower's ability to pay when due its obligations under this Agreement and the Loan Agreement.

Section 5.13 **Insurance**. The Borrower currently maintains insurance of such type and in such amounts or in excess of such amounts as are customarily carried by, and insures against such risks as are customarily insured against by, owners of properties of like type, size and character as those owned by the Borrower.

Section 5.14 **Anti-Terrorism**. The Borrower is not in violation of any Laws relating to terrorism or money laundering, including (i) Executive Order No. 13224, effective September 24, 2001, and (ii) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001). Without limiting the foregoing,

(a) neither the Borrower nor any of its affiliated entities, nor, to the knowledge of the Borrower, any elected or appointed official, employee, agent or representative of the Borrower, is an individual or entity (a "Sanction Person") currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, or by the the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Borrower located, organized or resident in a country or territory that is the subject of Sanctions; and

(b) the Borrower did not, directly or indirectly, use the proceeds of the credit provided under the Loan Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, was the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions.

ARTICLE VI.
COVENANTS

The Borrower covenants that, during the term of this Agreement, it will perform and comply with each of the following covenants or cause the same to be performed or complied with on behalf of the Borrower:

Section 6.1 **Incorporation of Covenants**. All covenants made by the Borrower in Section 4.02 of the Loan Agreement are incorporated herein by reference and shall be deemed to have been made and reaffirmed by the Borrower for the benefit of the Purchaser as if they were fully set forth herein. No amendment to or waiver of such covenants shall be effective to amend or waive such covenants as incorporated by reference herein without the prior written consent of the Purchaser.

Section 6.2 **Compliance with Laws**. To the extent necessary to maintain its power and authority to execute this Agreement, to perform its obligations hereunder, to execute and deliver the Loan Agreement and to perform its obligations thereunder, the Borrower will comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject; provided, however, that the Borrower may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto.

Section 6.3 **Financial Statements**. The Borrower shall keep, or cause to be kept, proper books of record and account in which full, true and correct entries will be made reflecting all financial transactions of the Borrower in accordance with GAAP, consistently applied, and will furnish to the Purchaser a copy of each of the following:

(a) The general purpose annual financial statements of the Borrower for each fiscal year, together with an audit report of either an independent certified public accountant of recognized standing selected by the Borrower or the auditors assigned by the State of Tennessee for such purpose regarding such financial statements; and

(b) Such other information with respect to the affairs, condition and/or operations, financial or otherwise, of the Borrower as the Purchaser may from time to time reasonably request, including its budget and the value of tax digest.

As and to the extent that any financial statement or audit report described herein has been filed on a timely basis with any nationally recognized municipal securities information repository and the Borrower has provided written notice thereof to the Purchaser, the requirement with respect thereto shall be deemed satisfied.

The Borrower's audited annual financial statements and audit report described in subsection (a) above shall be provided as soon as available, but in no event later than 270 days after the end of each fiscal year. If the Borrower's audited annual financial statements and audit report are not provided within 270 days of the end of each fiscal year, the Borrower shall nonetheless provide the Purchaser with unaudited financial statements at such time. The provisions of the preceding sentence shall not constitute a waiver or grace period with respect to the provisions of the first sentence of this paragraph, and failure to provide the audited annual financial statements and audit report within 270 days after the end of each fiscal year shall constitute a Default under this Agreement.

The other information described in subsection (b) above shall be provided promptly following request by the Purchaser.

Section 6.4 **Notices.**

(a) ***Notice of Termination Event/Event of Default under Swap Agreement and Loan Swap Agreement***. The Borrower agrees to provide notice to the Purchaser of any event of default or termination event under any Swap Agreement (as defined in the Indenture) or Loan Swap Agreement (as defined in the Indenture) entered into in connection with the Series D-3-A Bonds. The Borrower shall provide to the Purchaser such notice promptly after the Borrower receives notice of such event of default or termination event from the Trustee, the Authority, the

Swap Counterparty (as defined in the Indenture) under the Swap Agreement or the Loan Swap Counterparty (as defined in the Indenture) under the Loan Swap Agreement.

(b) ***Event Notices***. The Borrower shall furnish to the Purchaser a copy of all notices of the occurrence of events required to be provided by the Borrower under its continuing disclosure agreements for its publicly issued general obligation indebtedness, such event notices to be provided to the Purchaser simultaneously with the filing thereof pursuant to the applicable continuing disclosure agreement.

(c) ***Notice of Defaults or Bankruptcy***. The Borrower shall provide to the Purchaser immediate notice by telephone, promptly confirmed in writing, of (i) any Default or Event of Default, (ii) any default or event of default by the Borrower under any of the Related Documents, and (iii) any filing by or against the Borrower of any petition in bankruptcy or any similar insolvency proceeding.

(d) ***Notice of Litigation***. The Borrower shall promptly inform the Purchaser of any litigation the adverse determination of which might materially prejudice the payment of the Series D-3-A Bonds, the performance of its obligations under this Agreement and the Related Documents or the properties, assets or condition (financial or otherwise) of the Borrower.

Section 6.5 **Ratings; Rating Agency Reports**. The Borrower shall maintain at least one long-term unsecured and unenhanced rating of its general obligation bond indebtedness by Moody's or S&P, shall provide to the Purchaser immediate notice by telephone, promptly confirmed in writing, of any change in such rating, and shall furnish to the Purchaser a copy of all filings, reports, notices and other information provided to, or received from, S&P or Moody's promptly after such information is provided to, or received from, S&P or Moody's.

Section 6.6 **Insurance**. The Borrower shall maintain insurance of such type and in such amounts or in excess of such amounts as are customarily carried by, and insure against such risks as are customarily insured against by, owners of properties of like type, size and character as those owned by the Borrower.

Section 6.7 **Access to Records**. The Borrower shall at any reasonable time and from time to time, upon reasonable prior notice from the Purchaser, permit the Purchaser or any agents or representatives thereof, (i) to examine and make copies of and abstracts from all relevant records and books of account of the Borrower, and (ii) to discuss all relevant affairs, finances and accounts of the Borrower with any of the Borrower's officials or employees.

Section 6.8 **Tax-Exempt Status of Series D-3-A Bonds**. The Borrower shall not take, fail to take or, to the extent it exercises any control, permit to be taken, any action if such action or failure to act would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series D-3-A Bonds, and the Borrower will perform all of its obligations under the Related Documents to prevent or cure any default by the Borrower which would adversely affect such exclusion.

Section 6.9 **Environmental Laws**. The Borrower covenants and agrees that it will not engage in any conduct or fail to take any action which violates, or subjects the Borrower to potential liability for the violation of, any Laws relating to air, water or land pollution, wetlands

or the protection of the environment, public health and safety or to emissions, discharges or releases of hazardous materials into the environment.

Section 6.10 **Organizational Changes**. The Borrower shall at all times maintain its existence as a public municipal corporation in good standing under Tennessee law.

Section 6.11 **Amendment of Related Documents**. The Borrower shall not amend or consent to the amendment of any of the Related Documents without the prior written consent of the Purchaser.

Section 6.12 **Certain Appointments**. The Borrower will not, without the prior written consent of the Purchaser, appoint, or consent to the appointment of, a successor Trustee under the Indenture or of a Remarketing Agent (as defined in the Loan Agreement) for the Series D-3-A Bonds.

Section 6.13 **Sovereign Immunity**. To the extent that the Borrower has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty or otherwise, the Borrower hereby irrevocably waives, to the extent permitted by applicable law, such right to immunity for itself and agrees not to invoke any defense of immunity in respect of its obligations arising under or related to this Agreement or the Related Documents.

Section 6.14 **Further Assurances**. The Borrower shall execute, acknowledge where appropriate, and deliver, and cause to be executed, acknowledged where appropriate, and delivered, from time to time promptly at the request of the Purchaser, all such instruments and documents as in the reasonable judgment of the Purchaser are necessary or advisable to carry out the intent and purpose of this Agreement and the Related Documents.

Section 6.15 **Payment of Obligations**. The Borrower will pay (a) all of its obligations and liabilities for borrowed money in accordance with the terms thereof, and (b) all amounts payable by it hereunder and under the Related Documents according to the terms hereof and thereof.

ARTICLE VII.
EVENTS OF DEFAULT

Section 7.1 **Events of Default.** The following events shall be Events of Default hereunder unless waived by the Purchaser:

(a) the Borrower shall fail to pay the amounts payable under Article III of this Agreement, including principal, interest and the purchase price of the Series D-3-A Bonds, when due;

(b) the Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement, other than those referred to in the foregoing subsection (a), for thirty (30) days after written notice thereof has been given to it;

(c) either Moody's or S&P shall have downgraded its long-term unenhanced rating of any indebtedness of the Borrower to which the full faith, credit and taxing power of the Borrower are pledged to below Baa3 (or its equivalent) or BBB- (or its equivalent), respectively, or suspended or withdrawn its rating of the same;

(d) any representation or warranty of the Borrower made in this Agreement, any certificate, report, financial statement or other instrument furnished in connection with this Agreement proves to have been untrue or incomplete in any material respect when made;

(e) an "Event of Default" shall have occurred under the Loan Agreement and any applicable notice and/or cure period relating thereto shall have expired;

(f) (i) the Borrower fails to pay when due and payable, after giving effect to any applicable grace period, the principal of or interest on any indebtedness, including but not limited to payments due under Swap Agreements (as defined in the Indenture) and Loan Swap Agreements (as defined in the Indenture), to which the full faith, credit and taxing power of the Borrower are pledged (the "Parity Debt"); or (ii) any other default or event of default occurs under the documents evidencing or securing Parity Debt and as a result thereof such Parity Debt has been declared immediately due and payable in full;

(g) the Borrower fails to pay when due and payable, after giving effect to any applicable grace period, (i) the principal of or interest on any indebtedness the outstanding principal amount of which as of the date of such failure is in excess of $5,000,000, or (ii) any payments under Swap Agreements (as defined in the Indenture) and Loan Swap Agreements (as defined in the Indenture), provided the aggregate amount thereof then due and payable is in excess of $5,000,000;

(h) the occurrence of a final, non-appealable judgment against the Borrower requiring payment by the Borrower of more than $5,000,000 (and not relating to indebtedness described in subsections (f) or (g) above which shall be governed by such subsections) if such judgment is not satisfied within a period of 60 days from the date on which such judgment became final and non-appealable;

(i) the State of Tennessee or any other governmental authority having jurisdiction over the Borrower imposes a debt moratorium, debt restructuring, or other event that results in a restriction on repayment when due and payable of the principal of or interest on the Series D-3-A Bonds;

(j) the Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(k) an involuntary case or other proceeding shall be commenced against the Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 days; or an order for relief shall be entered against Borrower under the federal bankruptcy laws as now or hereafter in effect; or

(l) the Borrower or any other Governmental Authority shall contest the validity or enforceability of any provision of this Agreement.

Section 7.2 Remedies.

(a) If an Event of Default occurs and is continuing, the Purchaser may, in its sole discretion, but shall not be obligated to (i) exercise all of its rights and remedies under the Loan Agreement, and/or (ii) by notice to the Trustee, require the Trustee to accelerate payment of all Series D-3-A Bonds and interest accrued thereon as provided in Section 14.02 of the Indenture, and/or (iii) charge interest on the Series D-3-A Bonds or on any amounts due hereunder at the Default Rate.

(b) Notwithstanding Section 7.2(a) hereof, the Purchaser shall give the Trustee, the Authority and the Borrower at least 180 days prior written notice of an acceleration of the indebtedness evidenced by the Loan Agreement or the Series D-3-A Bonds if such acceleration is the result of an Event of Default specified in Section 7.1(b), (d) or (e); provided, however, that the foregoing limitation shall not apply with respect to any other Event of Default specified in Section 7.1 notwithstanding that such other Event of Default may also constitute an Event of Default specified in Section 7.1(b), (d) or (e).

(c) Notwithstanding Section 7.2(a) hereof, the Purchaser's remedy under Section 7.2(a)(ii) for an Event of Default under Section 7.1(f)(i) and Section 7.1(g)(i) shall only apply and be available to the Purchaser from and after the earlier of (i) the date the failure to pay referenced in Section 7.1(f)(i) and in Section 7.1(g)(i), as applicable, shall have continued for a period of thirty (30) days or (ii) the date the indebtedness is declared immediately due and payable in full (whether by repurchase, mandatory tender, mandatory redemption, acceleration or otherwise) as a result of such failure to pay.

(d) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related Document or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy reserved to the Purchaser in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(e) In addition to any other, right or remedy that the Purchaser may have by operation of law or otherwise upon the occurrence of any Event of Default under this Agreement, the Purchaser shall be entitled to exercise its banker's lien upon and its right to set-off against any and all balances, credits, deposits, accounts or moneys at any time held and other indebtedness at any time owing by the Purchaser to or for the credit or account of the Borrower or the Authority and apply the same against the payment of any and all of the obligations of the Borrower or the Authority now or hereafter existing under this Agreement, the Series D-3-A Bonds or the Related Documents.

ARTICLE VIII.
INDEMNIFICATION; EXPENSE REIMBURSEMENT

Section 8.1 **Indemnity and Hold Harmless Provisions**. To the extent legally permissible, the Borrower hereby releases the Purchaser, and its directors, officers, agents, employees, attorneys and consultants, from, agrees that the Purchaser, and its directors, officers, agents, employees, attorneys and consultants, shall not be liable for, and agrees to reimburse and indemnify and hold the Purchaser, and its directors, officers, agents, employees, attorneys and consultants, harmless from and against, any and all: (1) liability arising from, or expense incurred by the Purchaser, or its directors, officers, agents, employees, attorneys or consultants, by reason of, this Agreement, the Series D-3-A Bonds or the Related Documents, and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and (2) all costs and expenses of the Purchaser, and its directors, officers, agents, employees, attorneys and consultants, incurred as a result of carrying out their obligations under this Agreement; provided, however, the provisions of this Section 8.1 shall survive the termination of this Agreement and shall inure to the benefit of the successors and assigns of the Purchaser.

Section 8.2 **Reimbursement of the Purchaser**. Recognizing that it is the intention of the parties hereto, other than herein expressly provided, the Purchaser shall not incur any pecuniary liability by reason of this Agreement, the Related Documents or the purchase of the Series D-3-A Bonds, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including reasonable attorney's fees, costs, and expenses), as such costs and expenses accrue, which may be incurred by, or judgments which may be rendered against, the Purchaser, or any of its directors, officers, agents, employees, attorneys or consultants, at any time or times during, or subsequent to, the term of this Agreement: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Agreement or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Default; or (3) in defending any action, suit, or proceeding brought against the Purchaser, or any of any of its directors, officers, agents, employees, attorneys or consultants, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, state or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Purchaser, or any of its directors, officers, agents, employees, attorneys or consultants, in connection with, arising from, or growing out of, this Agreement or the Related

Documents or the purchase of the Series D-3-A Bonds, or any action pertaining to, or connected with, any of the foregoing.

ARTICLE IX.
MISCELLANEOUS

Section 9.1 Amendments and Waivers.

(a) ***Written Instrument***. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto duly authorized, and, if requested by the Purchaser, a Favorable Opinion of Bond Counsel (as defined in the Indenture) in form and substance satisfactory to the Purchaser.

(b) ***Breach***. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.2 No Waiver: Remedies. No failure or delay by the Purchaser in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 9.3 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 9.4 Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Purchaser, the Borrower and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Purchaser.

Section 9.5 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Borrower in connection herewith shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Purchaser or on its behalf.

Section 9.6 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

Section 9.7 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or any other purpose.

Section 9.8 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

Section 9.9 **No Oral Agreements.** THIS AGREEMENT, TOGETHER WITH THE AGREEMENTS, DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Section 9.10 **Waiver of Jury Trial and Certain Damages**. THE BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATED DOCUMENTS AND (B) ANY RIGHT TO CLAIM OR RECOVER IN ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATED DOCUMENTS ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, DIRECT DAMAGES.

Section 9.11 **No Advisory or Fiduciary Relationship**. In connection with all aspects of the transaction contemplated hereby and the purchase by the Purchaser of the Series D-3-A Bonds (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Borrower acknowledges and agrees, and acknowledges the understanding of the Authority, that: (a) (i) the services regarding this Agreement and the purchase of the Series D-3-A Bonds provided by the Purchaser and any of its affiliates are arm's-length commercial transactions between the Borrower and/or the Authority, on the one hand, and the Purchaser and its affiliates, on the other hand, (ii) each of the Borrower and the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) each of the Borrower and the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other documents related hereto; (b) (i) each of the Purchaser and its affiliates is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower and/or the Authority, or any other person and (ii) neither the Purchaser nor any of its affiliates has any obligation to the Borrower or the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other documents executed in connection herewith; and (c) the Purchaser and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and the Authority, and neither the Purchaser nor any of its affiliates has any obligation to disclose any of such interests to the Borrower or to the Authority. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Purchaser or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 9.12 **Notices**. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage

prepaid, (a) if to the Borrower, addressed to the Borrower, at City/County Building, 400 Main Street, Knoxville, Tennessee 37902-2405, Attention: County Mayor and Finance Director; (b) if to the Authority, addressed to the Authority, c/o Crawford, Crawford & Newton, 101 West Broadway Avenue # 206, Maryville, Tennessee 37801-4774, Attention: Norman Newton, Esq.; and (c) if to the Purchaser, addressed to Bank of America, N.A., 2170 Satellite Blvd., Suite 250, Duluth, Georgia 30097, Attention: Michael J. Romano, with a copy to Banc of America Preferred Funding Corporation, 150 N. College Street, NC1-028-17-06, Charlotte, North Carolina 28255, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written,

KNOX COUNTY, TENNESSEE

Attest:

By:_____
County Mayor

By:_____
County Clerk

(SEAL)

BANC OF AMERICA PREFERRED FUNDING CORPORATION

By:_____
Name:_____
Title:_____

[Signature Page to Index Rate Agreement]

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SERIES D-3-A THIRD SUPPLEMENTAL INDENTURE OF TRUST

This Series D-3-A Third Supplemental Indenture of Trust (the "Third Supplemental Indenture") is made and entered into as of December 1, 2016, by and between THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), and REGIONS BANK, an Alabama banking corporation, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority is a public non-profit corporation and a public instrumentality of Blount County, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated, with the power and authority to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by a municipality or county in the State of Tennessee; and

WHEREAS, the Authority and the Trustee entered into an Indenture of Trust, dated as of March 1, 2005 (the "Original Indenture"), as supplemented by the Series D-3-A Supplemental Indenture of Trust, dated as of August 1, 2005 (the "First Supplemental Indenture"), and the Authority issued thereunder its Local Government Public Improvement Bonds, Series D-3-A, in the original principal amount of $77,000,000 (the "Series D-3-A Bonds"), for the purpose of providing a loan in such amount under a Loan Agreement, dated as of August 1, 2005, between the Authority and Knox County, Tennessee (the "Series D-3-A Borrower") (the "Original Loan Agreement"), for the purposes stated in the Original Loan Agreement; and

WHEREAS, on December 20, 2011, PNC Bank, National Association ("PNC Bank") purchased the Series D-3-A Bonds, then outstanding in the aggregate principal amount of $71,500,000, pursuant to a remarketing of the Series D-3-A Bonds, and in connection with such remarketing and purchase by PNC Bank (i) the Original Indenture was amended and further supplemented by a Second Supplemental Indenture of Trust, dated as of December 1, 2011, between the Authority and the Trustee (the "Second Supplemental Indenture"), and (ii) the Original Loan Agreement was amended and restated by an Amended and Restated Loan Agreement, dated as of December 1, 2011, between the Authority and the Series D-3-A Borrower; and

WHEREAS, concurrently with the execution of this Third Supplemental Indenture, Banc of America Preferred Funding Corporation ("New Index Purchaser") has purchased the Series D-3-A Bonds, now outstanding in the principal amount of $62,850,000; and

WHEREAS, pursuant to Sections 17.02, 17.03 and 17.04 of the Original Indenture, at the request of the New Index Purchaser and the Series D-3-A Borrower, the Authority and the Trustee desire to enter into this Third Supplemental Indenture to replace in its entirety the provisions of the First Supplemental Indenture and the Second Supplemental Indenture and to provide for the establishment of the New Index Period (as defined herein) for the Series D-3-A Bonds (the Original Indenture, as supplemented herein, will hereafter be referred to as the "Indenture"); and

WHEREAS, concurrently with the execution of this Third Supplemental Indenture, the Authority and the Series D-3-A Borrower will enter into a new Amended and Restated Loan Agreement (Series D-3-A), of even date herewith (the "Amended and Restated Loan Agreement"); and

WHEREAS, the amendments to the Original Indenture provided herein shall only apply to the Series D-3-A Bonds and the amendments to the Original Indenture set forth in the First Supplemental Indenture and the Second Supplemental Indenture shall no longer be effective.

NOW, THEREFORE, for and in consideration of the foregoing premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Series D-3-A Bonds, as follows:

1. Defined Terms. All capitalized terms used herein shall have the meanings ascribed to them herein, and, if not defined herein, shall have the meanings ascribed to them in the Original Indenture.

2. Designation and Terms of Bonds. Pursuant to Section 2.02(b) of the Original Indenture, the Authority and the Trustee establish the following terms with respect to the Series D-3-A Bonds:

(a) The designation of the Series D-3-A Bonds shall be "Local Government Public Improvement Bonds, Series D-3-A".

(b) The purpose for which the Series D-3-A Bonds have been issued is to provide funds for a loan to the Series D-3-A Borrower pursuant to the Amended and Restated Loan Agreement.

(c) The Series D-3-A Bonds are dated the date of the original delivery thereof, and mature as set forth in the form of the Series D-3-A Bond attached to this Third Supplemental Indenture as Exhibit A. The Series D-3-A Bonds were issued in the original principal amount of $77,000,000, of which $62,850,000 is outstanding as of the date hereof.

(d) The Series D-3-A Bonds are subject to mandatory sinking fund redemption as follows:

Date (June 1)	Principal Amount
2017	$2,100,000
2018	2,250,000
2019	2,375,000
2020	2,500,000
2021	2,625,000
2022	1,075,000
2023	1,000,000
2024	1,050,000
2025	1,100,000
2026	1,150,000
2027	1,175,000
2028	1,225,000
2029	1,275,000
2030	7,750,000
2031	8,050,000
2032	8,375,000
2033	8,700,000
2034*	9,075,000

*maturity

(e) Upon the execution of this Third Supplemental Indenture, the Series D-3-A Bonds will bear interest in the Index Period.

(f) The final maturity date for the Series D-3-A Bonds is June 1, 2034. The interest payment dates for the Series D-3-A Bonds in the Index Period shall be as set forth in the form of the Series D-3-A Bond attached to this Third Supplemental Indenture as Exhibit A, and for any other interest period, as set forth in the form of Bond attached to the Original Indenture as Exhibit A.

(g) The Series D-3-A Bonds shall be issued in accordance with the terms of the Indenture, contain all the terms and provisions described in the Indenture and be in substantially the form attached to this Third Supplemental Indenture as Exhibit A; provided, however, that upon conversion of the Series D-3-A Bonds to an interest period other than the Index Period, the Series D-3-A Bonds shall be issued in substantially the form attached to the Original Indenture as Exhibit A with such variations, omissions and insertions as are permitted or required by the Original Indenture and any Supplemental Indenture then applicable.

(h) The Amended and Restated Loan Agreement will be in substantially the form attached hereto as Exhibit B.

3. Amendments to the Original Indenture. The Original Indenture shall be amended as follows with respect to the Series D-3-A Bonds:

(a) Section 1.01 of the Original Indenture is hereby amended by adding the following defined terms thereto in the correct alphabetical order:

> "Amended and Restated Loan Agreement" means (i) during the New Index Period, the Amended and Restated Loan Agreement dated as of December 1, 2016, between the Authority and the Series D-3-A Borrower, relating to the Series D-3-A Bonds during the New Index Period, and any amendments thereto or restatements thereof, and (ii) during any Subsequent Index Period, any Amended and Restated Loan Agreement between the Authority and the Series D-3-A Borrower, relating to the Series D-3-A Bonds during any Subsequent Index Period and any amendments thereto or restatements thereof.
>
> "Applicable Factor" means (i) during the New Index Period, 70% and (ii) during any Subsequent Index Period, the Applicable Factor determined by the Index Period Market Agent in accordance with Section 2.05A(e) hereof.

"Applicable Margin" means:

(i) with respect to the New Index Period, initially 0.45% (45 basis points); provided, however, if the unenhanced senior general obligation debt rating of the Series D-3-A Borrower (the "Rating") is changed by Moody's or S&P, the Applicable Margin will be revised to the Applicable Margin shown in the following chart:

Moody's	S&P	Applicable Margin
Above A1	Above A+	45 basis points
A1	A+	50 basis points
A2	A	60 basis points
A3	A-	75 basis points
Baa1	BBB+	100 basis points
Baa2	BBB	135 basis points
Baa3	BBB-	185 basis points
Below Baa3	Below BBB-	Default Rate

All rate changes shall be effective on the date any Rating Agency publicly announces the change in its Rating and shall continue until the day immediately preceding the day that a further announced change becomes effective. In the event of a split rating, the Applicable Margin shall be based upon the level in which the lowest rating appears. References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system or "global" rating scale by any such Rating Agency each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. If any Rating Agency shall withdraw or suspend the Rating for credit-related reasons, then the Applicable Margin shall be the Default Rate.

(ii) with respect to any Subsequent Index Period, the Applicable Margin determined by the Index Period Market Agent in accordance with Section 2.05A(e) hereof.

"Calculation Agent" means (i) during the New Index Period, the New Index Purchaser or any other Person appointed by the New Index Purchaser to serve as calculation agent for the Series D-3-A Bonds, and (ii) during any Subsequent Index Period, the Index Purchaser if there is only one Holder of the Series D-3-A Bonds or any other Person appointed by such Index Purchaser to serve as calculation agent for the Series D-3-A Bonds, or, if there is more than one Holder of the Series D-3-A Bonds, any Person appointed by the Index Purchaser to serve as calculation agent for the Series D-3-A Bonds or, in the absence of such appointment by the Index Purchaser, the Trustee or any other Person appointed by the Administrator on behalf of the Authority, with the consent of the Index Purchaser, to serve as calculation agent for the Series D-3-A Bonds.

"Date of Taxability" has the meaning set forth in the Index Rate Agreement.

"Default Rate" has the meaning set forth in the Index Rate Agreement.

"Determination of Taxability" has the meaning set forth in the Index Rate Agreement.

"Index Period" means the New Index Period and any Subsequent Index Period.

"Index Period Mandatory Tender Date" means (i) the New Index Period Mandatory Tender Date and (ii) during any Subsequent Index Period, the date designated pursuant to Section 2.05A(e) as the Index Period Mandatory Tender Date for such Subsequent Index Period.

"Index Period Mandatory Tender Price" means an amount equal to 100% of the principal amount of the Series D-3-A Bonds subject to mandatory tender for purchase on the Index Period Mandatory Tender Date.

"Index Period Market Agent" means any Person appointed by the Authority, at the Series D-3-A Borrower's direction, to serve as market agent in connection with Series D-3-A Borrower's election to establish a Subsequent Index Period, who, in the judgment of the Series D-3-A Borrower, possesses sufficient knowledge of the market for obligations comparable with the Series D-3-A Bonds to evaluate rates and terms proposed by potential purchasers of the Series D-3-A Bonds.

"Index Purchaser" means the Holder of the Series D-3-A Bonds in the Index Period, initially the New Index Purchaser. If there is more than one Holder of the Series D-3-A Bonds, "Index Purchaser" means Holders owning a majority of the aggregate principal amount of the Series D-3-A Bonds then Outstanding.

"Index Rate" means the per annum interest rate equal to the sum of (i) the product of the Applicable Factor times LIBOR, plus (ii) the Applicable Margin.

"Index Rate Agreement" means (i) during the New Index Period, the Index Rate Agreement dated as of December 1, 2016, between the Series D-3-A Borrower and the New Index Purchaser, relating to the Series D-3-A Bonds during the New Index Period, and any amendments thereto or restatements thereof, and (ii) during any Subsequent Index Period, any Index Rate Agreement between the Series D-3-A Borrower and an Index Purchaser, relating to the Series D-3-A Bonds during any Subsequent Index Period and any amendments thereto or restatements thereof.

"LIBOR" means for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or any comparable or successor rate which is approved by the Index Purchaser), as published by Bloomberg (or other commercially available source providing quotations of LIBOR as selected by the Index Purchaser from time to time) at approximately 11:00 a.m. London time two (2) London Banking Days prior to each LIBOR Adjustment Date, for U.S. Dollar deposits (for delivery on the LIBOR Adjustment Date) with a one month term, as adjusted from time to time in the Index Purchaser's sole discretion for reserve requirements, deposit insurance

assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Index Purchaser. Such rate will be rounded upwards to the nearest 1/100th%. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. If on any day LIBOR would otherwise be less than zero, it will be deemed to be zero.

"LIBOR Adjustment Date" means the first Business Day of each calendar month during the Index Period; provided, however, that with respect to determining LIBOR for purposes of determining the Index Rate on the New Index Period Commencement Date, the LIBOR Adjustment Date shall mean the New Index Period Commencement Date.

"Maturity Date" means June 1, 2034.

"New Index Period" means the period commencing on the New Index Period Commencement Date and ending on the first to occur of (i) the date immediately preceding the New Index Period Mandatory Tender Date, (ii) the date immediately preceding the first day of the first Subsequent Index Period that follows the New Index Period Commencement Date, (iii) a Conversion Date, and (iv) the Maturity Date.

"New Index Period Commencement Date" means December 1, 2016.

"New Index Period Mandatory Tender Date" means December 1, 2019.

"New Index Purchaser" means Banc of America Preferred Funding Corporation.

"Series D-3-A Bonds" has the meaning set forth in the recitals hereof.

"Series D-3-A Borrower" means Knox County, Tennessee.

"Subsequent Index Period" means each period, other than the New Index Period, during which the Series D-3-A Bonds bear interest at an Index Rate.

"Taxable Rate" shall have the meaning provided in the Index Rate Agreement.

"Unremarketed Bond Rate" shall have the meaning provided in the Index Rate Agreement.

"Unremarketed Bonds" means any Series D-3-A Bonds not remarketed and not redeemed on an Index Period Mandatory Tender Date.

"Unremarketed Bonds Term-Out End Date" shall have the meaning provided in the Index Rate Agreement.

(b) Section 1.01 of the Original Indenture is hereby amended by amending the following defined terms as follows:

"Authorized Denominations" is hereby amended by adding a comma after the words "Commercial Paper Period" in part (i) thereof and inserting the phrase ", the Index Period".

"Business Day" is hereby amended (A) by adding the phrase "the Index Purchaser, if any," following the phrase, "the Bank, if any," and (B) by adding the phrase "the Index Purchaser," following the phrase, "the Bank," each place it appears.

"Interest Payment Date" is hereby amended by deleting the word "and" prior to part (f) thereof, by changing the period at the end of such part (f) to a semicolon and by inserting a new part (g) as follows: "and (g) with respect to Bonds which are in the Index Period, Interest Payment Date shall have the meaning set forth in the form of the Bond appearing on Exhibit A-2 and, with respect to the Series D-3-A Bonds, shall also mean any Mandatory Tender Date for the Series D-3-A Bonds."

"Maximum Rate" is hereby amended by deleting such defined term in its entirety and by substituting in lieu thereof the following: "Maximum Rate" means (unless otherwise approved by the Bond Insurer with respect to the Series of Bonds insured by such Bond Insurer) (A) for all Series of Bonds, other than ARS Bonds, Bonds in the Index Period, and Bank Bonds, with respect to Bonds of a Series, the lesser of (i) fifteen percent (15%) per annum and (ii) the Maximum Lawful Rate, and (B) with respect to Bank Bonds of a Series means the Bank Rate as defined in the Standby Bond Purchase Agreement provided by a Bank with respect to such Series of Bonds, which Bank Rate shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while the Bonds are Bank Bonds, and (C) with respect to a Series of ARS Bonds, the ARS Maximum Rate which shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while such Series of Bonds are ARS Bonds, and (D) with respect to a Series of Bonds in the Index Period, means an interest rate per annum equal to the lesser of (i) fifteen percent (15%) per annum and (ii) the Maximum Lawful Rate in effect and applicable from time to time to such Series of Bonds in the Index Period."

"Rate Period" is hereby amended by adding the phrase "the Index Period," after the phrase "the Fixed Period,".

"Record Date" is hereby amended by adding the phrase "and the Index Rate" after the phrase "the Daily Rate" in subpart (b) thereof.

(c) Section 2.02(e) of the Original Indenture is hereby amended by inserting the following new sentence at the end thereof: "Further, no Bond Insurance, Standby Bond Purchase Agreement or evidence of rating will be required with respect to any Series of Bonds during an Index Period, and no Bond Insurance, Standby Bond Purchase Agreement or rating with respect to the Series D-3-A Bonds will be obtained without the approval of the Index Purchaser."

(d) Section 2.04(a) of the Original Indenture is hereby amended (A) by adding "2.05A," after "Sections 2.05," in the first sentence thereof, (B) by adding "any Index Period," prior to "any Medium-Term Period" in the first sentence thereof, and (C) by adding the following phrase to the end of the first sentence thereof "and that so long as any Series of Bonds bears interest at the Index Rate, interest on such Series of Bonds shall be calculated as set forth in the Index Rate Agreement."

(e) Section 2.04(g) of the Original Indenture is hereby amended by adding the following paragraph at the end thereof: "Anything herein to the contrary notwithstanding, the foregoing provisions of this Section 2.04(g) shall not apply to any Series of Bonds bearing interest in the Index Period until the Bonds of such Series are converted to a Rate Period other than the Index Period."

(f) Section 2.05 of the Original Indenture is hereby amended to add the phrase "and Bonds in the Index Period" following the phrase "ARS Bonds" in the caption.

(g) Article II of the Original Indenture is hereby amended by adding the following new section immediately following Section 2.05 and before Section 2.06:

Section 2.05A. Index Period.

(a) From the New Index Period Commencement Date until the next following Conversion Date, and from any subsequent Conversion Date after which the Series D-3-A Bonds will bear interest in the Index Period until the next following Conversion Date or the maturity of the Bonds, the Series D-3-A Bonds shall bear interest at the Index Rate; provided, however, (i) upon the occurrence of a Determination of Taxability, then from and after the Date of Taxability, the Series D-3-A Bonds shall bear interest at the Taxable Rate, (ii) those Series D-3-A Bonds that are Unremarketed Bonds shall bear interest at the Unremarketed Bond Rate, and (iii) upon the occurrence and during the continuance of an "Event of Default" under the Index Rate Agreement, the Series D-3-A Bonds shall bear interest at the Default Rate. Notwithstanding the foregoing, interest on the Series D-3-A Bonds shall not exceed the Maximum Rate; provided, however, Index Rate Excess Interest (as defined in the Index Rate Agreement) shall be due and payable at the times and in the amounts set forth in the Index Rate Agreement.

(b) During any Index Period, the Calculation Agent shall determine the interest rate on the Series D-3-A Bonds for the period beginning on each LIBOR Adjustment Date and ending on the day prior to the immediately following LIBOR Adjustment Date using the formula provided in the definition of Index Rate. On each LIBOR Adjustment Date, after setting the Index Rate, the Calculation Agent shall notify the Index Purchaser, the Trustee, the Series D-3-A Borrower and the Administrator of such new Index Rate.

(c) The determination of the Index Rate (absent manifest error) shall be conclusive and binding. If for any reason the Calculation Agent fails to establish the Index Rate, the Series D-3-A Bonds shall bear interest at the Index Rate last in effect until the Calculation Agent calculates the new Index Rate, at which time the Series D-3-A Bonds shall bear interest at such new Index Rate (even if such date of calculation is not otherwise a LIBOR Adjustment Date). If the Calculation Agent notifies the Index Purchaser, the Trustee, the Series D-3-A Borrower and the Administrator of an error in the calculation of the new Index Rate, the Series D-3-A Bonds shall bear interest at such corrected new Index Rate effective as of the preceding LIBOR Adjustment Date.

(d) In the event the Series D-3-A Borrower elects to establish a Subsequent Index Period, the Series D-3-A Borrower shall notify the Index Purchaser, the

Authority, the Trustee and the Administrator in writing, not later than the 30th day prior to the commencement of such Subsequent Index Period, of such an election. Such notice shall also provide (i) the date the Subsequent Index Period shall begin, (ii) the Index Period Mandatory Tender Date applicable to such Subsequent Index Period, and (iii) the name and contact information of the Index Period Market Agent that will determine the Applicable Factor and Applicable Margin for the Subsequent Index Period in accordance with Section 2.05A(e) hereof.

(e) On or before five (5) Business Days prior to the commencement of a Subsequent Index Period, the Index Period Market Agent shall determine the new Applicable Factor and the new Applicable Margin for the Subsequent Index Period and shall give notice of such determination to the Series D-3-A Borrower, the Authority, the Trustee and the Index Purchaser. The Index Period Market Agent shall determine the Applicable Factor and the Applicable Margin so as to produce the Index Rate (based upon tax exempt obligations comparable, in the judgment of the Index Period Market Agent, to the Series D-3-A Bonds and known to the Index Period Market Agent to have been priced or traded under the prevailing market conditions) that is the minimum interest rate at which a Person will agree to purchase the Series D-3-A Bonds upon the commencement of the Subsequent Index Period at a purchase price (without regard to accrued interest) equal to the principal amount thereof, and, subject to Section 2.05A(g) below, the Series D-3-A Bonds shall be sold to a purchaser at such purchase price on the first day of the Subsequent Index Period.

(f) No Subsequent Index Period shall commence unless the Series D-3-A Borrower, on behalf of the Authority, has provided the Trustee and the Index Purchaser with a Favorable Opinion of Bond Counsel dated the first day of such Subsequent Index Period.

(g) If at any time during an Index Period the Series D-3-A Borrower elects to establish a Subsequent Index Period, then, notwithstanding that the day immediately prior to the first day of such Subsequent Index Period is a Mandatory Tender Date, the Index Purchaser (with the consent of the Series D-3-A Borrower) may elect to retain its Series D-3-A Bonds by delivering to the Trustee, the Series D-3-A Borrower, the Authority and the Index Period Market Agent, a written notice no less than two (2) Business Days prior to the commencement of such Subsequent Index Period stating its election to retain the Series D-3-A Bonds during such Subsequent Index Period and acknowledging its agreement (i) to the Applicable Margin and Applicable Spread determined by the Index Period Market Agent pursuant to Section 2.05A(e) above and (ii) to the Index Period Mandatory Tender Date applicable for such Subsequent Index Period established by the Series D-3-A Borrower pursuant to Section 2.05A(d) above.

(h) Notwithstanding anything to the contrary in this Indenture, so long as no "Event of Default" under the Index Rate Agreement shall have occurred and be continuing and all representations and warranties of the Series D-3-A Borrower under the Amended and Restated Loan Agreement and the Index Rate Agreement are true and correct, (A) any Index Period Mandatory Tender Price not paid on the Index Period Mandatory Tender Date shall be paid in full by the earliest of: (i) the Unremarketed Bonds Term-Out End Date, (ii) the date on which the Unremarketed Bonds mature or are redeemed or (iii) the date on which the Unremarketed Bonds are remarketed; (B) the

principal amount on the Unremarketed Bonds will continue to amortize according to the redemption schedule set forth in the Supplemental Indenture then applicable to the Series D-3-A Bonds; and (C) interest on the Unremarketed Bonds shall accrue at the Unremarketed Bond Rate and shall be payable monthly in arrears on the first Business Day of each month.

(h) Section 2.06(a)(ii) of the Original Indenture is hereby amended to add the phrase "and for all Bonds of a Series in the Index Period" following the phrase "Commercial Paper Period".

(i) Section 2.06(c) of the Original Indenture is hereby amended as follows: (A) part (ii) of the first sentence thereof is amended to add the phrase "or an Index Period" following the phrase "Commercial Paper Period"; (B) the following phrase shall be added as a new part (iv) immediately following such part (iii): "and (iv) if the new Rate Period is an Index Period, the Index Period Mandatory Tender Date for such Index Period."; and (C) the last sentence of 2.06(c) is amended (1) to add the language "the Index Purchaser (if any)," after the language "the Broker-Dealers (if any)," and (2) to add the phrase "the Index Period," before the phrase "the Medium-Term Period".

(j) Section 2.06(d) of the Original Indenture is hereby amended (A) to insert "and" prior to part (iii) of the first paragraph thereof and to delete the following at the end of such first paragraph: ", and (iv) written confirmation from each Rating Agency providing a rating on such Series of Bonds that the rating will not be reduced or withdrawn" and (B) to add the phrase ", Index Rate" following the phrase "Short-Term Rate" and the phrase "Index Rate" following the phrase "Short-Term Rate," in the second paragraph of Section 2.06(d).

(k) Section 2.10 of the Original Indenture is hereby amended to add prior to the period at the end of the first sentence thereof the language "(such indemnity during an Index Period to consist solely of the undertaking of the Index Purchaser and not any separate third party indemnity)".

(l) Section 2.13 of the Original Indenture is hereby amended by deleting such Section in its entirety and replacing it with the following: "The Bonds of each Series shall be in substantially the form of Exhibit A-1 while in any Rate Period other than the Index Period and shall be in substantially the form of Exhibit A-2 while in the Index Period, with such changes or additional provisions as shall be set forth in the related Supplemental Indenture."

(m) Section 4.02(a) of the Original Indenture is hereby amended by deleting the word "and" immediately before part (iii) of the first sentence thereof, deleting the word "and" that appears before the phrase "for any Series" in such part (iii), and adding the following at the end of such part (iii): "; and (iv) for any Series D-3-A Bonds bearing interest in the Index Period, (A) the Index Period Mandatory Tender Date, (B) the day immediately prior to the first day of a Subsequent Index Period, and (C) following the occurrence of an "Event of Default" under the Index Rate Agreement, the third Business Day after the Trustee receives direction from the Index Purchaser to call the Series D-3-A Bonds for mandatory tender for purchase."

(n) Section 4.02(b) of the Original Indenture is hereby amended by adding the following sentence at the end of the first sentence of subparagraph (2) thereof: "When Bonds of a Series are subject to mandatory tender pursuant to part (iv) of the first sentence of Section 4.02(a), the Trustee is not required to deliver or mail any notice to the Index Purchaser."

(o) Section 4.03(b) of the Original Indenture is hereby amended by adding the following sentence at the end thereof: "While the Series D-3-A Bonds are in the Index Period, there

shall also be delivered to the Index Purchaser on each Mandatory Tender Date for the Series D-3-A Bonds the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement."

(p) Section 5.02(b) of the Original Indenture is hereby amended by adding the following new sentence at the end thereof: "During the Index Period, the Series D-3-A Bonds are subject to optional redemption by the Authority, in whole or in part on any Interest Payment Date, at the principal amount thereof plus accrued interest to the Redemption Date plus the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement."

(q) Section 5.02(c) of the Original Indenture is hereby amended by changing the period at the end thereof to a comma and inserting the language ", plus, in the case of the Series D-3-A Bonds during the Index Period, the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement."

(r) Section 5.04(a) of the Original Indenture is hereby amended by adding the phrase ", the Index Period" following the phrase "the Medium-Term Period," in the first sentence thereof.

(s) Section 5.06(a) of the Original Indenture is hereby amended by adding the following new sentence at the end thereof: "Notwithstanding the foregoing, during the Index Period, any partial redemption of the Series D-3-A Bonds shall be applied in the inverse order of maturity unless otherwise approved by the Index Purchaser."

(t) Section 14.01 of the Original Indenture is hereby amended by changing the period at the end of subparagraph (c) thereof to a semicolon, inserting the word "or" immediately following such semicolon and adding a new subparagraph (d) as follows: "(d) With respect to any Series of Bonds during the Index Period, receipt by the Trustee of written notice from the Index Purchaser that an "Event of Default" has occurred under the Index Rate Agreement and any applicable notice and/or cure periods in the Index Rate Agreement have passed."

(u) Section 14.02 of the Original Indenture is hereby amended by adding the following new paragraph at the end of such Section:

> "Upon the occurrence of an Event of Default with respect to the Series D-3-A Bonds and instruction by the Index Purchaser to accelerate the Series D-3-A Bonds, the Trustee shall, by notice in writing delivered to the Authority, the Administrator, the Remarketing Agent (if any) and the Series D-3-A Borrower, declare the principal of all Series D-3-A Bonds and the interest accrued thereon to the date of such acceleration immediately due and payable, and the Trustee shall immediately declare all payments required to be made by the Series D-3-A Borrower under the Amended and Restated Loan Agreement to be immediately due and payable."

(v) Section 15.06 of the Original Indenture is hereby amended by inserting the phrase ", each Index Purchaser" following the phrase "Bond Insurer" and before the phrase "and each Bank" and by inserting the phrase "the Index Period," following the phrase "the Short-Term Period," and before the phrase "the Commercial Paper Period".

(w) Section 15.07 of the Original Indenture is hereby amended by inserting the phrase "each Index Purchaser," following the phrase "each Bond Insurer," and before the phrase "each Bank", by inserting the phrase ", each Index Purchaser" following the phrase "each Bond Insurer" and before the phrase "and each Bank" in each place that such phrases occur in such Section, and by inserting the phrase "the Index Period," following the phrase "the Short-Term Period," and before the phrase "the Commercial Paper Period".

(x) Section 15.08 of the Original Indenture is hereby amended by inserting the phrase ", each Index Purchaser" following the phrase "Bond Insurer," and before the phrase "and each Bank".

(y) Section 15.09 of the Original Indenture is hereby amended by inserting the phrase "each Index Purchaser" following the phrase "Bond Insurer" and before the phrase "and each Bank" in the first sentence thereof and by replacing the phrase "the Bond Insurer, if any," in the last sentence thereof with the phrase "each Bond Insurer, each Bank and each Index Purchaser,".

(z) Section 15.14 of the Original Indenture is hereby amended by inserting the following at the end of such Section: "No Remarketing Agent shall be required to be in place while the Series D-3-A Bonds are in the Index Period; however, the Authority shall immediately appoint a Remarketing Agent in accordance with this Indenture if at any time during the Index Period the action of a Remarketing Agent shall be required to fulfill the provisions of this Indenture."

(aa) Section 15.19 of the Original Indenture is hereby amended as follows: (i) in the first paragraph of such Section, by inserting the phrase ", each Index Purchaser" following the phrase "Bond Insurer" and before the phrase "and each Bank", and (ii) in the third paragraph of such Section, by inserting the phrase "each Index Purchaser," following the phrase "each Bank" and before the phrase "the Trustee".

(bb) Exhibit A of the Original Indenture is hereby amended by redesignating it as Exhibit A-1, and by adding Exhibit A attached hereto as Exhibit A-2.

4. Delivery and Reissuance of Series D-3-A Bonds. Simultaneously with the execution and delivery of this Third Supplemental Indenture, the Authority shall cause the Series D-3-A Bonds in the aggregate principal amount specified above to be delivered by PNC Bank to the Trustee upon payment of the purchase price thereof by the New Index Purchaser. The Authority shall execute a replacement Series D-3-A Bond in the form attached hereto as Exhibit A, and the Trustee is hereby authorized and directed to authenticate and deliver the Series D-3-A Bonds to or upon the order of the New Index Purchaser. The Series D-3-A Bonds shall be sold to the New Index Purchaser at a price equal to the outstanding par amount of the Series D-3-A Bonds, which is $62,850,000.

5. Replacement of First and Second Supplemental Indenture. The First Supplemental Indenture and the Second Supplemental Indenture shall be of no further force or effect upon the execution and delivery of this Third Supplemental Indenture.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto cause this Third Supplemental Indenture to be executed by their respective corporate names by their respective authorized officers, all as of the date first above written.

THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE

By: _____
Chairman

ATTEST:

_____
Secretary-Treasurer

REGIONS BANK,
as Trustee

By: _____
Authorized Officer

[Signature page to Series D-3-A Third Supplemental Indenture of Trust]

EXHIBIT A

FORM OF SERIES D-3-A BOND

UNITED STATES OF AMERICA

STATE OF TENNESSEE

THE PUBLIC BUILDING AUTHORITY OF
BLOUNT COUNTY, TENNESSEE

Local Government Public Improvement Bond,
Series D-3-A

MATURITY DATE	ORIGINAL DATED DATE	REISSUANCE DATE	TYPE OF INTEREST PERIOD
June 1, 2034	December 20, 2011	December 1, 2016	Index Period

REGISTERED OWNER: BANC OF AMERICA PREFERRED FUNDING CORPORATION

FEDERAL TAX IDENTIFICATION NUMBER: 75-2939570

PRINCIPAL AMOUNT: $62,850,000

THE PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TENNESSEE (the "Authority"), for value received, promises to pay from the source and as hereinafter provided, to the Registered Owner identified above on the Maturity Date set forth above, upon surrender hereof, the Principal Amount set forth above, and in like manner to pay interest on said sum as provided herein.

THIS BOND AND THE ISSUE OF WHICH IT IS A PART AND THE PREMIUM, IF ANY, AND INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE LOAN AGREEMENT (AS HEREINAFTER DEFINED) PURSUANT TO SUCH LOAN AGREEMENT, INCLUDING PAYMENTS RECEIVED THEREUNDER, WHICH PAYMENTS, REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT OF THE BONDS (AS HEREINAFTER DEFINED). THE BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY. NEITHER THE STATE OF TENNESSEE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT OF THE AUTHORITY, THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, NOR THE TAXING POWER OF THE STATE OF TENNESSEE

OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. THE AUTHORITY HAS NO TAXING POWER.

No covenant or agreement contained in this Series D-3-A Bond shall be deemed to be a covenant or agreement of any officer, agent, or employee of the Authority in his individual capacity, and neither the members of the Authority nor any officer thereof executing this Series D-3-A Bond shall be liable personally on this Series D-3-A Bond or be subject to any personal liability or accountability by reason of the issuance of this Series D-3-A Bond.

1. **Purpose; Pledge; Incorporation by Reference**. This Series D-3-A Bond is one of the duly authorized Bonds (the "Bonds") of the Authority, limited in the aggregate principal amount to $1,000,000,000 issued or to be issued in part from time to time in series (each a "Series") under and pursuant to Tennessee Code Annotated, Sections 12-10-101 et seq., (the "Act"), resolutions (collectively, the "Original Resolution") adopted by the Authority on February 16, 2005, and an Indenture of Trust, dated as of March 1, 2005, between the Authority and Regions Bank, an Alabama banking corporation, as Trustee (including any successor trustee thereunder, the "Trustee") (the "Original Indenture"), to make loans to incorporated cities or towns, counties, school districts, metropolitan governments or other municipal, governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof pursuant to loan agreements between each borrower and the Authority to finance or refinance the construction, improvement, repair, acquisition and equipping of land, buildings, equipment and infrastructure for use by such borrower.

The Authority's Series D-3-A Bonds were originally issued in the aggregate principal amount of $77,000,000 pursuant to the Original Resolution, the Act, and the Original Indenture, as supplemented by the Series D-3-A Supplemental Indenture of Trust, dated as of August 1, 2005, between the Authority and the Trustee (the "First Supplemental Indenture"), for the purpose of providing a loan in such amount under a Loan Agreement, dated as of August 1, 2005, between the Authority and Knox County, Tennessee (the "Borrower") (the "Original Loan Agreement"), for the purposes stated in the Original Loan Agreement. On December 20, 2011, PNC Bank, National Association ("PNC Bank") purchased the Series D-3-A Bonds, then outstanding in the aggregate principal amount of $71,500,000, pursuant to a remarketing of the Series D-3-A Bonds, and in connection with such remarketing and purchase by PNC Bank (i) the Original Indenture was amended and further supplemented by a Second Supplemental Indenture of Trust, dated as of December 1, 2011, between the Authority and the Trustee (the "Second Supplemental Indenture"), and (ii) the Original Loan Agreement was amended and restated by an Amended and Restated Loan Agreement, dated as of December 1, 2011, between the Authority and the Borrower (the "First Restated Loan Agreement"). On the date hereof, the Series D-3-A Bonds have been purchased by Banc of America Preferred Funding Corporation, and, pursuant to the Original Indenture and a Series D-3-A Third Supplemental Indenture, dated as of December 1, 2016, between the Authority and the Trustee (the "Third Supplemental Indenture, and together with the Original Indenture, as further supplemented and amended from time to time, the "Indenture"), a new Index Period for the Series D-3-A Bonds is being established. In connection with such purchase of the Series D-3-A Bonds by Banc of America Preferred Funding Corporation, (i) the Authority and the Borrower are entering into an Amended and Restated Loan Agreement dated as of December 1, 2016 (the "Loan Agreement"), which amends and restates the First Restated Loan Agreement, and (ii) the Borrower and Banc of America Preferred

Funding Corporation are entering into an Index Rate Agreement dated as of the date hereof (the "Index Rate Agreement"). The outstanding amount under the Series D-3-A Bonds as of the date hereof is $62,850,000.

The Series D-3-A Bonds will be solely secured by a pledge and assignment to the Trustee pursuant to the Indenture of (i) all right, title and interest and privilege of the Authority now owned or hereafter acquired in, to and under the Loan Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the Authority to make claim for, collect and receive any income, revenues, issues, profits, and other sums of money payable to or for the account of or receivable by the Authority under the Loan Agreement (whether payable pursuant to the Loan Agreement or otherwise), to bring actions and proceedings under the Loan Agreement or for the enforcement thereof, to pursue the remedies provided in the Loan Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the Authority is or may become entitled to do under the Loan Agreement, but excluding (x) the rights of the Authority to receive payment of the Authority's expenses and attorneys' fees, to receive notices and other documents, and to indemnification and (y) to amounts payable by the Borrower under the Loan Agreement consisting of Loan Swap Payments (as defined in the Loan Agreement) and Loan Termination Payments (as defined in the Loan Agreement) and excluding Additional Payments (as defined in the Loan Agreement); (ii) all right, title and interest of the Authority now owned or hereafter acquired under any Swap Agreement, if any, in and to Swap Receipts, if any; (iii) all monies and securities (including the investment income therefrom) held by the Trustee in any of the funds or accounts established under the Indenture with respect to the Series D-3-A Bonds (except the Additional Payments Subaccount of the Series Bond Account of the Bond Fund created under the Indenture and the Rebate Fund created under the Indenture), subject, however, to the application thereof to the uses and in the manner set forth in the Indenture; and (iv) all property which is by the express provisions of the Indenture required to be subject to the lien of the Indenture and any additional property that may, from time to time hereafter be subjected to the lien of the Indenture. Each Series D-3-A Bonds issued under the Indenture shall have the benefit of such lien and security interest only with respect to the Loan Agreement funded by such Series D-3-A Bonds and not with respect to any other Loan Agreement (as contemplated under the Indenture) and the funds and accounts established for such Series D-3-A Bonds and not for any other Series of Bonds.

All moneys received by the Trustee with respect to the Loan Agreement or the Series D-3-A Bonds (a) as provided in the Indenture to be held and applied (other than the Additional Payments Subaccount of the Series Bond Account of the Bond Fund and the Rebate Fund), or required to be paid to the Trustee and whose disposition is not elsewhere provided for in the Indenture, including but not limited to the investment income of all Trust Funds held by the Trustee under the Indenture; or (b) as payments under the Loan Agreement (except the right to receive payment of certain expenses and attorney's fees, to receive notices and certain other documents, to indemnification, to receive amounts payable in reimbursement for certain payment of fees, and to Additional Payments; or (c) as Swap Receipts, if any, under a Swap Agreement, if any (all such moneys being called "Trust Moneys") shall be held by the Trustee as a part of the Trust Estate for the Series D-3-A Bonds to which such Loan Agreement is pledged on a parity and equality of lien with Swap Payments, if any, obligated to be made to a Swap Counterparty, if any, under a Swap Agreement, if any, relating to all or a portion of the Series D-3-A Bonds, as and to the extent provided in the granting clauses of the Indenture, and, upon the exercise by the

Trustee of any remedy specified in the Indenture, such Trust Moneys shall be applied in accordance with the Indenture, except to the extent that the Trustee is holding in trust moneys and/or Government Obligations for the payment of any specified Series D-3-A Bonds which are no longer deemed to be Outstanding under the provisions of the Indenture, which moneys and/or Government Obligations shall be applied only as provided in the Indenture. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in the Indenture.

The Series D-3-A Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Indenture, pursuant to which all payments due from the Borrower to the Authority under the Loan Agreement (other than certain indemnification payments and the payment of certain fees and expenses of the Authority) are assigned to the Trustee to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Series D-3-A Bonds.

Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Trustee and the Registered Owners of the Series D-3-A Bonds and the terms upon which the Series D-3-A Bonds are issued and secured. All capitalized terms used herein, but not defined herein, are defined in the Indenture and are used herein in the same manner and with the same meaning as in the Indenture.

The transfer of this Bond may be registered by the Registered Owner hereof in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for all purposes, and neither the Authority nor the Trustee shall be bound by any notice or knowledge to the contrary.

2. **Interest Rate**. Interest on this Bond will be paid at the Index Rate as determined in accordance with the Indenture; provided, however, (i) upon the occurrence of a Determination of Taxability (as defined in the Index Rate Agreement), then from and after the Date of Taxability (as defined in the Index Rate Agreement), the interest rate shall be the Taxable Rate (as defined in the Index Rate Agreement), (ii) during any period that this Bond is an Unremarketed Bond (as defined in the Index Rate Agreement), the interest rate shall be the Unremarketed Bond Rate (as defined in the Index Rate Agreement), and (iii) upon the occurrence and during the continuance of an "Event of Default" under the Index Rate Agreement, the interest rate shall be the Default Rate (as defined in the Index Rate Agreement). Notwithstanding the foregoing, interest on this Bond shall not exceed the Maximum Rate; provided, however, Index Rate Excess Interest (as defined in the Index Rate Agreement) shall be due and payable at the times and in the amounts set forth in the Index Rate Agreement. The Borrower may change the interest rate determination method from time to time in accordance with the provisions of the Indenture. A change in the interest rate determination method will result in the Series D-3-A Bonds becoming subject to mandatory tender for purchase on the effective date of such change, and, in certain circumstances as described in the Index Rate

Agreement, payment of the Termination Fee (as defined in the Index Rate Agreement) and of customary LIBOR breakage costs, if any.

Interest will be computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable.

3. **Interest Payment and Record Dates**. Interest will accrue on the unpaid portion of the principal of this Bond from the last date to which interest was paid or duly provided for or, if no interest has been paid or duly provided for, from the date of initial authentication and delivery of the Series D-3-A Bonds, until the entire principal amount of this Bond is paid or duly provided for. When interest is payable at the rate in the first column below, interest accrued during the period (an "Accrual Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to holders of record on the date (a "Record Date") in the fourth column:

TYPE OF INTEREST PERIOD	ACCRUAL PERIOD	INTEREST PAYMENT DATE	RECORD DATE
Index Rate	Annually based on calendar month	First Business Day of each month, commencing January 2, 2016	Last day (whether or not a Business Day) of calendar month

4. **Conversion Option**. Effective on any Interest Payment Date, the Borrower shall have the option (the "Conversion Option") to direct a change in the type of Rate Period to another type of Rate Period by delivering to the Trustee written instructions setting forth (i) the new Rate Period, (ii) the Interest Payment Date on which the new Rate Period will take effect, (iii) if the new Rate Period is a Short-Term Period or Medium-Term Period, the duration of the initial Short-Term Period or Medium-Term Period, and (iv) if the new Rate Period is an Index Period, the Index Period Mandatory Tender Date for such Index Period.

No Conversion shall take effect unless the Administrator, on behalf of the Authority, has provided the Trustee with the following: (i) a Favorable Opinion of Bond Counsel, if applicable, dated the Conversion Date, (ii) a Standby Bond Purchase Agreement meeting the requirements of Section 9.01 of the Indenture, if a Standby Bond Purchase Agreement is required for such new Rate Period, or unless the Conversion is to a Fixed Period or to a Medium-Term Period that ends on the Stated Maturity of such Series of Bonds, and (iii) if the amount of interest coverage provided by the Standby Bond Purchase Agreement with respect to such Series of Bonds (if a Standby Bond Purchase Agreement is required for such new Rate Period) is not equal to or greater than an amount necessary to cover interest on such Series of Bonds at 15% per annum for a period of time equal to the number of days commencing on one Interest Payment Date to the day next preceding the following Interest Payment Date for such Rate Period plus five days or such other amount required (or permitted for the period from and including the dated date of such Series of Bonds to the day next preceding the First Interest Payment Date for such Series of Bonds as stipulated in the Supplemental Indenture for such Series of Bonds) by any Rating Agency providing any rating on such Series of Bonds, then an amendment to such Standby Bond Purchase Agreement requiring such interest coverage unless the Conversion is to a Fixed Period or to a Medium-Term Period that ends on the Stated Maturity of such Series of Bonds.

5. **Subsequent Index Period**. The Borrower has the option to establish a Subsequent Index Period as described in Section 2.05A of the Indenture by notifying the Index Purchaser, the Authority, the Trustee and the Administrator in writing, not later than the 30th day prior to the commencement of such Subsequent Index Period, of such an election. Such notice shall also provide (i) the date the Subsequent Index Period shall begin, (ii) the Index Period Mandatory Tender Date applicable to such Subsequent Index Period, and (iii) the name and contact information of the Index Period Market Agent that will determine the Applicable Factor and Applicable Margin for the Subsequent Index Period in accordance with Section 2.05A(e) of the Indenture. No Subsequent Index Period shall commence unless the Administrator, on behalf of the Authority, has provided the Trustee and the Index Purchaser with a Favorable Opinion of Bond Counsel dated the first day of such Subsequent Index Period.

6. **Method of Payment**. The principal and premium, if any, of the Bonds, and the purchase price due on any Tender Date for any Bonds shall be payable at the principal corporate trust office of the Trustee, as paying agent upon surrender of the Bonds at the Trustee's principal corporate trust office. Interest on the Bonds (other than Defaulted Interest) shall be payable by check drawn upon the Trustee and paid to the Persons in whose names the Bonds are registered on the Bond Register as of the close of business on the Record Date next preceding the relevant Interest Payment Date, provided on written request to the Trustee by any Person who is the registered owner of Bonds in a principal amount of $1,000,000 or more received by the Trustee on or before fifteen days prior to such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), interest on such Bonds shall be payable by wire transfer of immediately available funds to an account at a bank located in the continental United States specified by the Person in whose name such Bonds are registered in the Bond Register. Any interest on any Bond which is payable but which is not punctually paid or duly provided for ("Defaulted Interest") shall cease being payable to the Person in whose name such Bond is registered at the close of business on the Record Date and instead shall be payable to the Person in whose name such Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least 10 days but not more than 30 days before the date selected by the Trustee for payment of such Defaulted Interest. The Trustee shall give notice by mail of the Special Record Date and date for payment of Defaulted Interest at least 10 days before the Special Record Date.

7. **Mandatory Tender for Purchase of Series D-3-A Bonds on Mandatory Purchase Date**. The Series D-3-A Bonds shall be subject to mandatory tender by the Registered Owners thereof for purchase on any Conversion Date.

The Trustee shall deliver or mail by first class mail a notice in substantially the form required by the Indenture at least fifteen days prior to a proposed Conversion Date, stating that such proposed Conversion Date is a Mandatory Tender Date.

Any notice given by the Trustee as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Registered Owner, shall not affect the proceeding for purchase as to any Registered Owner to whom proper notice is mailed.

For any Series D-3-A Bonds bearing interest in the Index Period, each of the following dates shall also be a Mandatory Tender Date: (A) the Index Period Mandatory Tender Date, (B)

the day immediately prior to the first day of a Subsequent Index Period, and (C) following the occurrence of an "Event of Default" under the Index Rate Agreement, the third Business Day after the Trustee receives direction from the Index Purchaser to call the Series D-3-A Bonds for mandatory tender for purchase. When Series D-3-A Bonds are subject to mandatory tender pursuant to the preceding sentence, the Trustee is not required to deliver or mail any notice to the Index Purchaser.

The purchase price, plus accrued interest to the Mandatory Tender Date, shall be paid on any Mandatory Tender Date for the Series D-3-A Bonds. Series D-3-A Bonds subject to mandatory tender for purchase on any Mandatory Tender Date are also, in certain circumstances as described in the Index Rate Agreement, subject to payment, in addition to the purchase price therefor and accrued interest thereon, of the Termination Fee (as defined in the Index Rate Agreement) and of customary LIBOR breakage costs, if any.

8. **Optional Redemption by the Borrower**. The Bonds shall be subject to redemption by the Authority at the option of a Borrower, in whole or in part, on any Interest Payment Date, less than all of such Bonds to be selected by lot or in such other manner as the Trustee shall determine, at the principal amount thereof plus accrued interest to the Redemption Date plus the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement.

On any Conversion Date the Bonds are subject to redemption by the Authority, at the option of the Borrower, in whole or in part, less than all such Bonds to be selected by lot or in such other manner as the Trustee shall determine, at the principal amount thereof plus accrued interest to the Redemption Date plus the Termination Fee (as defined in the Index Rate Agreement), if applicable, and customary LIBOR breakage costs, if any, as described in the Index Rate Agreement.

Notwithstanding the foregoing, during the Index Period, any partial redemption of the Series D-3-A Bonds shall be applied in the inverse order of maturity unless otherwise approved by the Index Purchaser.

9. **Mandatory Sinking Fund Redemption**. The Series D-3-A Bonds are subject to mandatory sinking fund redemption as set forth in the Indenture.

10. **Denominations; Transfer; Exchange**. The Series D-3-A Bonds are in registered form without coupons in $100,000 minimum denomination, with $5,000 increments in excess thereof. A holder may transfer or exchange Bonds in accordance with the Indenture. The Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with Bonds tendered for purchase, the Trustee will not be required to transfer or exchange any Bond which has been called for redemption (except the unredeemed portion of any Bond being redeemed in part) or during the period beginning 15 days before the mailing of notice calling the Series D-3-A Bonds or any portion of the Series D-3-A Bonds for redemption and ending on the Redemption Date.

11. **Persons Deemed Owners**. Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and Beneficial Owners when a Book-Entry

System is in effect, the registered holder of this Bond shall be treated as the owner of it for all purposes. Book-Entry System will not be in effect for the Series D-3-A Bonds.

12. **Discharge Before Redemption or Maturity**. If the Borrower deposits with the Trustee money or securities as described in, and in accordance with the provisions of, the Indenture sufficient to pay at redemption or maturity principal of and interest on the outstanding Series D-3-A Bonds, and if the Borrower also pays all other sums then payable by the Borrower under the Indenture, the lien of the Indenture will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment.

13. **Amendment, Supplement, Waiver**. Subject to certain exceptions, the Indenture, the Loan Agreement or the Series D-3-A Bonds may be amended or supplemented, and any past default may be waived, with the consent of the holders of a majority in principal amount of the Series D-3-A Bonds then outstanding. Any such consent shall be irrevocable and shall bind any subsequent owner of this Series D-3-A Bond or any Series D-3-A Bond delivered in substitution for this Series D-3-A Bond. Without the consent of any Bondholder, the Authority may amend or supplement the Indenture, the Loan Agreement or the Series D-3-A Bonds as described in the Indenture.

14. **Defaults and Remedies**. The Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee may declare the principal of all the Series D-3-A Bonds to be due and payable immediately; provided that in certain circumstances, the Trustee shall make such declaration upon the written request of the holders of not less than 50% in principal amount of the Series D-3-A Bonds then outstanding and provided further, that in the case of certain Events of Default, the principal of all of the Series D-3-A Bonds shall automatically become due and payable. An Event of Default and its consequences may be waived as provided in the Indenture. Bondholders may not enforce the Indenture or the Series D-3-A Bonds except as provided in the Indenture. Except as specifically provided in the Indenture, the Trustee may refuse to enforce the Indenture or the Series D-3-A Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, holders of not less than 50% in principal amount of the Series D-3-A Bonds then outstanding may direct the Trustee in its exercise of any trust or power.

15. **No Recourse Against Others**. No recourse shall be had for the payment of the principal, purchase price, or redemption price of, or interest on, this Series D-3-A Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the Authority or of any successor body, as such, either directly or through the Authority or any such successor body under any constitutional provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise. Each Bondholder by accepting a Series D-3-A Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Series D-3-A Bonds.

16. **Authentication**. This Series D-3-A Bond shall not be valid until the Registrar signs the certificate of authentication set forth below.

17. **Abbreviations**. Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by

the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act), and U/T/M/A (= Uniform Transfers to Minors Act).

18. **Consent to Indenture Provisions**. Reference to the Indenture is hereby made for a more complete description of the funds and accounts created thereunder, the nature and extent of the security, rights, duties and obligations of the Authority and the Trustee, the terms and conditions under and upon the occurrence of which the Indenture and the Loan Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be defeased as to this Series D-3-A Bond prior to the maturity or redemption date hereof and the rights of the Owners of the Series D-3-A Bonds, to all of the provisions of which the holder hereof, by acceptance of this Series D-3-A Bond, assents.

IN WITNESS WHEREOF, the Authority has caused this Series D-3-A Bond to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Secretary-Treasurer.

ATTEST:

THE PUBLIC BUILDING AUTHORITY
OF BLOUNT COUNTY, TENNESSEE

_____
Secretary-Treasurer

By:_____
Chairman

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series D-3-A Bond is one of the Series D-3-A Bonds described in the within mentioned Indenture.

DATE OF AUTHENTICATION

_____

REGIONS BANK,
as Trustee

BY:_____
Authorized Signatory

EXHIBIT B

FORM OF AMENDED AND RESTATED
SERIES D-3-A LOAN AGREEMENT

20604903.2

Knox County, TN

Request for Proposal: Bank Loan, Letter of Credit, Standby Bond Purchase Agreement in support of the Public Building Authority of Blount County, TN Local Government Improvement Bonds, Series D-3-A

Due by: July 28, 2016 at 5:00pm EST

Submitted via Email to:

Chris Bessler, Senior Vice President at Cumberland Securities Company, Inc.:
chris.bessler@cumberlandsecurities.com

Firm Name:	Bank of America, N.A.
Local Address:	2170 Satellite Blvd, Suite 250 Duluth, Georgia 30097
Local Contact Person:	Mike Romano, Senior Vice President
Telephone Number:	(770) 510-4046
Email Address:	mike.romano@baml.com

Bank of America Merrill Lynch

Bank of America Merrill Lynch

July 28, 2016

Knox County, TN
400 Main Street
630 County County Building
Knoxville, TN 37902

c/o

Cumberland Securities Company, Inc.
813 S. Northshore Drive, Suite 201A
Knoxville, TN 37919

Delivered via email to: chris.bessler@cumberlandsecurities.com

Dear Mr. Bessler:

On behalf of the entire Bank of America Merrill Lynch ("BofAML") team, we are pleased to submit this proposal for bank placed or supported variable rate structures for the County's Public Building Authority of Blount County, TN Local Government Improvement Bonds, Series D-3-A currently in the amount of $62,850,000 and in bank index rate mode.

In addition to the requested proposal summary document, we have included a Summary of Terms and Conditions that further outlines the proposed financing terms of each bank structure that is subject of the Request for Proposal dated July 8, 2016 (the "Term Sheet").

No Commitment to Lend. Note that this Term Sheet does not constitute a commitment to lend by the Bank or any of its affiliates and is presented for discussion purposes only. The actual terms and conditions upon which the Bank may extend credit to Borrower is subject to satisfactory completion of due diligence, necessary credit approval and such other terms and conditions as determined by the Bank.

Confidentiality. This Term Sheet contains confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Facility or as may be required by law, the contents of this Summary of Terms and Conditions may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed transaction.

No Advisory or Fiduciary Role. By signing below, the Issuer and County agrees that: (i) the transaction contemplated by this Term Sheet is an arm's length, commercial transaction between the Issuer, County and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the Issuer or the County; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Issuer or County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Issuer or County on other matters); (iv) the only obligations the Bank will have to the Issuer and County with respect to the transaction contemplated hereby are set forth in this Term Sheet; and (v) the Bank is not recommending that Issuer and County take an action with respect to the transaction contemplated by this Term Sheet. Before taking any action with respect to the contemplated transaction, the Issuer and County should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Issuer or County would like a municipal advisor in this transaction that has legal fiduciary duties to it, the Issuer and County are free to engage a municipal advisor to serve in that capacity. This Term Sheet is provided to Issuer and the County pursuant to and in reliance upon the "bank exemption" and "RFP exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured * May Lose Value * Are Not Bank Guaranteed.

We appreciate the opportunity to provide the County with the attached credit proposals and hope to expand upon our valued banking relationship. We look forward to discussing the Term Sheet further with you, as the County's Financial Advisor, and when appropriate, representatives from Knox County.

Should any part of this proposal conflict with the County's financing needs, we would be pleased to discuss mutually acceptable alternatives. Please do not hesitate to call or email us with any questions or comments you might have; Mike Romano on our Municipal Credit Products team will serve as the primary contact to discuss this Term Sheet.

Sincerely,

Michael J. Romano
Senior Vice President
Municipal Credit Products
Bank of America Merrill Lynch
mike.romano@baml.com
770-510-4046

Paula A. Reid
Senior Vice President / Market Leader
Municipal Client Management
Bank of America Merrill Lynch
paula.reid@baml.com
803-255-7640

Acceptance:

The Issuer and County hereby agree to engage Bank to provide the Facility which is the subject hereof, pursuant to the terms and conditions stated herein.

Direct Pay Letter of Credit _____ **Standby Bond Purchase Agreement** _____ with a term of two (2) years _____ three (3) years _____;

Direct Purchase Index Floater with a term of three (3) years _____ or five (5) years _____.

Accepted and Agreed to:

KNOX COUNTY, TENNESSEE

By: _____

Name:_____

Title:_____

Date:_____

PUBLIC BUILDING AUTHORITY OF BLOUNT COUNTY, TN

By: _____

Name:_____

Title:_____

Date:_____

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Confidential Notice to Recipient

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Investment products offered by Investment Banking Affiliates:
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Section 1: *RFP Facility Term Sheet Summary*

Borrower	Knox County, Tennessee
Provider Name:	Bank of America, N.A. or another affiliate of Bank of America Corporation
Provider's Ratings:	

As of June 15, 2016:	**Moody's**	**S&P**	**Fitch**
Long-term Rating	A1	A	A+
Short-term Rating	P-1	A-1	F1
Long Term Outlook	Stable	Credit Watch Positive*	Stable
Recent Ratings Action	5/28/2015	11/2/2015	6/14/2016

** For S&P, Positive outlook applies to long term rating only. Short term rating is Stable.*

Letter of Credit and Bank Loan Commitment Amount	Letter of Credit or SBPA: $62.85 million (plus required interest reserve) or Bank Loan: $62.85 million
Interest Coverage	For purposes of this Term Sheet: 40 days at 15% interest rate (As required by applicable rating agencies for a DPLOC or SBPA)
Pricing	

Term:	**SBPA**	**Letter of Credit**	**Bank Loan**
Three years:	45bps	45bps	70% 1ML + 45bps
Five years:	N/A bps	N/A bps	70% 1ML + 63bps
Other (Two Years):	40bps	40bps	N/A bps
Day count basis:	Act/360	Act/360	Act/Act
Arrears or Advance	Qtly in arrears	Qtly in arrears	Monthly in arrears

Facility Fees and Applicable Spreads quoted above are subject to adjustment based on the unenhanced long term rating of the County's GO or GO supported bonds at a rating level of A1/A+ or below and upon occurrence of an Event of Default.

Interest on the Bank Loan is subject to standard gross up provisions based on a Determination of Taxability.

Interest Rates	**Bank interest rate (Base Rate):** Base Rate = Greatest of (i) Prime + 1%, (ii) Fed Funds + 2%, (iii) 1ML + 2% or (iv) 7%. **Default interest rate:** Base Rate + 4% **Interest rate on drawings (Liquidity Rate):** Bank Rate: Base Rate for 0-90 days; Base Rate + 1% for days 91+ **Term loan rate:** Bank Rate **Maximum interest rate:** Lesser of the Maximum Lawful Rate or 15%
Term Out Provisions Preferred that the County is provided minimum of 367-day interest only period prior to term out	Provided that no Event of Default has occurred and is continuing under the Facility and all representations are true and correct: **DPLOC or SBPA:** Liquidity Draws will be repaid over 5 years, in 12 equal quarterly payments of principal, the first due 367 days from the date of the draw and then quarterly thereafter. **Bank Loan:** All unpaid principal will be due 13 months from the Mandatory Tender Date.

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Evergreen Renewal Optional (yes or no?) .	No Evergreen Renewal Option
If no evergreen, please detail the <u>renewal process</u> (and fees) including a minimum termination period that would be required of the Bank to provide the County with future commitments.	The Issuer may request an extension in writing within a time period no greater than 120 days and no less than 90 days prior to the expiration date of the Facility. The Bank will respond in writing within 30 days of receipt of a written request for extension assuming it has in its possession all materials necessary to undertake a full credit analysis for the extension request. The Bank's determination to accept or reject any such request shall be within the Bank's sole and absolute discretion. The failure of the Bank to respond to a request shall be deemed a denial of a request.
Upfront Fees (if any)	None
Termination Fees (if any)	**DPLOC or SBPA:** In the event the County elects to terminate or permanently reduce the Facility (excluding as a result of scheduled principal payments/redemptions on the VRDBs) prior to the expiration date, the County shall pay to the Bank a fee (the "Termination Fee") on the terminated/reduced portion in an amount equal to (i) the amount of Facility Fees to be charged on such portion from closing to the first anniversary of the closing date, less (ii) the Facility Fees paid on such portion up to and including the date of termination or reduction. **Bank Loan:** In the event the Bonds are redeemed in advance of the required amortization or are subject to mandatory tender at the election of the County, in whole or in part, prior to (a) for Option 1 (3 yr), the first anniversary of the closing date or (b) for Option 2 (5 yr), the second anniversary of the closing date, the County shall pay to the Bank a termination fee equal to the product of: (i) the Applicable Spread in effect on the date of such redemption or conversion, (ii) the principal amount of Bonds so redeemed or converted and (iii) a fraction, the numerator of which is the number of days from and including the date of redemption or conversion to and including (x) for Option, 1 the first anniversary of the closing date or (y) for Option 2, the second anniversary of the closing date, and the denominator of which is 360.
Draw Fees (if any)	$300 per draw
Other Ongoing Fees (if any)	Reservation of CUSIPs for Bank Bonds.
Proposed Legal Counsel	Pat Alexander, Bradley Arant Boult Cummings LLP
Cap on Legal Fees (in $)	Legal fees including disbursements are estimated to be $30,000 with a not to exceed cap of $35,000.
Conditions Precedent to Funding (including any due diligence conditions required prior to close)	Conditions precedent will be typical for transactions of this nature. Additional due diligence items include but are not limited to satisfactory review of Series D-3-A documents including the Indenture, any Supplemental Indenture, Amended and Restated Loan Agreement, Remarketing Agreement and principal Series D-3-A swap documents.

Bank of America, N.A.

Name of Firm

Signature of Executive in Charge

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Section 2: *Term Sheet for Direct Pay Letter of Credit OR Standby Bond Purchase Agreement*

Summary of Terms and Conditions

Submission date July 28, 2016

Parties to the Transaction

Issuer/Borrower/Obligor: **Issuer: The Public Building Authority of Blount County, Tennessee (the "PBA")**

Borrower/Obligor: Knox County, TN (the "County")

Credit Provider / Lender: **Bank of America, N.A. (the "Bank")**

The Bonds

Issue: The Public Building Authority of Blount County, Tennessee Local Government Improvement Bonds, Series D-3-A (the "VRDBs").

Maturity: June 1, 2034

Amortization: The VRDBs shall amortize per their existing mandatory redemption schedule as outlined below:

Series D3A	Balance	Principal Due
7/28/2016	$62,850,000	O/S Today
6/1/2017	$60,750,000	$2,100,000
6/1/2018	$58,500,000	$2,250,000
6/1/2019	$56,125,000	$2,375,000
6/1/2020	$53,625,000	$2,500,000
6/1/2021	$51,000,000	$2,625,000
6/1/2022	$49,925,000	$1,075,000
6/1/2023	$48,925,000	$1,000,000
6/1/2024	$47,875,000	$1,050,000
6/1/2025	$46,775,000	$1,100,000
6/1/2026	$45,625,000	$1,150,000
6/1/2027	$44,450,000	$1,175,000
6/1/2028	$43,225,000	$1,225,000
6/1/2029	$41,950,000	$1,275,000
6/1/2030	$34,200,000	$7,750,000
6/1/2031	$26,150,000	$8,050,000
6/1/2032	$17,775,000	$8,375,000
6/1/2033	$9,075,000	$8,700,000
6/1/2034	$0	$9,075,000

Security: The VRDBs are a limited obligation of the Issuer, payable solely from the revenues and receipts derived from the Series D-3-A Loan Agreement between it and Knox County, TN. Payments under the Loan Agreement are an unconditional, general obligation of Knox County, TN to which its full faith and credit are pledged, including its taxing authority unlimited as to rate and amount.

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The Facility:

Facility: A direct pay letter of credit (the "DPLOC") or standby bond purchase agreement (the "SBPA") providing credit and/or liquidity support for the VRDBs and issued pursuant to a reimbursement or standby bond purchase agreement (the "Agreement" and, together with the DPLOC, if applicable, the "Facility").

Facility Amount: Up to $62,850,000, plus the required interest component.

Extensions: The Issuer may request an extension in writing within a time period no greater than 120 days and no less than 90 days prior to the expiration date of the Facility.

The Bank will respond in writing within 30 days of receipt of a written request for extension assuming it has in its possession all materials necessary to undertake a full credit analysis for the extension request. The Bank's determination to accept or reject any such request shall be within the Bank's sole and absolute discretion. The failure of the Bank to respond to a request shall be deemed a denial of a request.

Facility Fees

Up Front Fee: None

Term / Facility Fee: Two (2) Years: 40bps per annum Three (3) Years: 45bps per annum

Downgrade Pricing: The above pricing is subject to adjustment based upon the long term ratings (the "Ratings") assigned to the VRDBs (without regard to liquidity or credit enhancement) or to any other unenhanced General Obligation ("GO") or GO supported bonds of the County. The Facility Fee will be increased by the amounts in the table below; the increases are cumulative. In the event of split ratings, the lowest rating will be determinative.

Moody's / S&P	Facility Fee Increase
Level 1: Aa1 / AA+	Current Level
Level 2: Aa2 / AA+	+0 bppa
Level 3: Aa3 / AA-	+0 bppa
Level 4: A1 / A+	+ 5 bppa
Level 5: A2 / A	+ 10 bppa
Level 6: A3 / A-	+ 15 bppa
Level 7: Baa1 / BBB+	+ 25 bppa
Level 8: Baa2 / BBB	+ 35 bppa
Level 9: Baa3 / BBB-	+ 50 bppa
Rating below BBB- / Baa3	Default

At Closing the County's parity bonds must have minimum Ratings of at least Aa3 /AA-. The County shall also covenant to maintain at least one GO rating that is current pursuant to the policies of the applicable rating agency. Should a rating be withdrawn or suspended for credit related reasons, and not for payment in full of the VRDBs or parity bonds or defeasance of the same, the Facility Fee shall be increased by an

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	additional 150 bppa.
Default Pricing:	Otherwise applicable fee plus 150 bppa.

Other Fees and Expenses

Bank Counsel:	Fees and disbursements for Bank Counsel are estimated to be up to $30,000 with a not to exceed cap of $35,000. Legal fees shall be paid directly to Bank Counsel promptly upon billing.
Termination Fee:	In the event the County elects to terminate or permanently reduce the Facility (excluding as a result of scheduled principal payments/redemptions on the VRDBs) prior to the expiration date, the County shall pay to the Bank a fee (the "Termination Fee") on the terminated/reduced portion in an amount equal to (i) the amount of Facility Fees to be charged on such portion from closing to the first anniversary of the closing date, less (ii) the Facility Fees paid on such portion up to and including the date of termination or reduction. The County will not be required to pay a Termination Fee if the Facility is terminated or the Facility Amount is permanently reduced, as applicable, due to a downgrade of any of the short term ratings of the Bank below P-1, A-1 or F1, by any two of Moody's, S&P or Fitch, respectively. The Facility may be terminated with 30 days' prior written notice. All Facility Fees and any other amounts owed to the Bank will be due and payable prior to termination.
Draw Fee:	$300 per draw.
Administrative Fees:	Amendments, transfers, standard waivers or consents: $2,500 plus attorney's fees and expenses.

Payment of Fees and Expenses

Timing and Computation of Payments:	All fees are non-refundable. The Facility Fee is payable quarterly in arrears on the first business day of each December, March, June and September, (i.e., 12/1, 3/1, 6/1 and 12/1) starting December 1, 2016 assuming a close date in October 2016. The Facility Fee is based on the Facility Amount, calculated on the basis of actual days elapsed and a 360 day year, including date of issuance and expiration. Draw Fees are payable on the date of the draw.
Fees and Expenses Valid through:	All fees and expenses, including those of Bank Counsel, may increase if the transaction is not closed by October 28, 2016. In addition, the fees and expenses payable to Bank Counsel may be increased if the security and/or structure of the transaction changes materially once documentation has commenced.
Borrower Responsible For All Fees and Expenses:	The Issuer and County will be responsible for all costs and expenses relating to the Facility, including fees and disbursements of Bank Counsel, Bond Counsel, Issuer's / County's counsel and financial advisor, fees and disbursements of any accountants and other experts and consultants retained by the Issuer or the County and any other

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expenses incidental to the transactions. The Issuer and County will also pay the expenses of Bank in connection with the enforcement of any loan documentation.

Interest Rates:

Base Rate: The greatest of:
(i) Bank of America's Prime Rate plus 1.0%,
(ii) the Federal Funds Rate plus 2.0%
(iii) 1 month LIBOR plus 2% and
(iv) 7.00%.

Bank Rate: Days 1 – 90: Base Rate
Day 91+: Base Rate plus 1.0%

At no time will the Bank Rate be less than the rate borne by any of the VRDBs that are not Bank Bonds.

Default Rate: Base Rate plus 4.0%.

Maximum Rate: Lesser of the Maximum Lawful Rate or 15%.

Repayment of Draws:

Credit Draws: Each draw under the Facility to pay scheduled principal and interest on the VRDBs (a "Credit Draw") is due and payable on the date of the Credit Draw and will bear interest at the Default Rate.

Liquidity Draws: Each draw under the Facility to pay the principal portion of the purchase price of VRDBs that have been tendered but not remarketed (a "Liquidity Draw" or "Bank Bond") will be due at the end of the 367 day "Liquidity Period."

Interest on Liquidity Draws: Interest on each Liquidity Draw is payable at the Bank Rate, monthly in arrears, on the first business day of each month.

All interest payments are calculated on the basis of the actual number of days elapsed and a 365/366 day year, as the case may be.

Principal on Liquidity Draws: Provided that no Special Event of Default or Event of Default, as applicable, has occurred and is continuing under the Agreement and all representations and warranties are true and correct on or prior to the first to occur of (a) the 367th day immediately following the date of the related Liquidity Draw and (b) the termination date of the Facility, the related Liquidity Draw will automatically convert into a term loan.

The principal amount of each Liquidity Draw that does not convert to a term loan will be due and payable immediately and will bear interest at the Default Rate.

Each term loan must be repaid in full by the earliest of: (i) the 5th anniversary from the first day of the Liquidity Draw, (ii) the date that a substitute Facility replaces the Facility, (iii) the date that the amount of the Facility is terminated prior to its expiration date and (iv) upon the occurrence of a Special Event of Default or Event of Default.

Each Liquidity Draw will amortize in 12 equal quarterly installments of principal,

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	commencing 367 days after the date of the Liquidity Draw.
Optional Prepayment:	Each Liquidity Draw may be prepaid at any time without penalty.
Clawback:	The Agreement will include customary interest rate recapture ("Clawback") language allowing the Bank to recover interest in excess of any maximum interest rate imposed by law.
Consequence of Event of Default:	All amounts owed to the Bank become due and payable immediately, as and to the extent the Bond Documents permit. Interest accrues daily on such amounts at the Default Rate and is payable on demand.

Other Standard Provisions:

Increased Costs:	If a change in laws, rules, guidelines, accounting principles or regulations (or their interpretation, implementation or administration) shall occur or be implemented and shall increase the cost to the Bank, its parent company or participants (if any) of issuing or maintaining the Facility or the Agreement or decrease the return on the Bank's, its parent company's or any of its participants' capital, or on the capital of the holding company of any participant, the Bank may increase the Facility Fee by such amount as is necessary to compensate it, its parent company or such participant for such increased costs or decreased return. In addition, the Agreement shall contain customary provisions providing for all payments to the Bank to be made free and clear of taxes and other claims and, to the extent the Issuer is required by law to withhold amounts to the Bank, its parent company or its participants, County shall be required to gross up those payments. The foregoing shall include costs and charges that result from the implementation of the Dodd-Frank Act and Basel III.
Indemnification:	To the extent permitted by law, the Issuer / County will indemnify and hold harmless the Bank and its respective affiliates and its partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the transactions contemplated by the documents, the County's use of proceeds or the commitment including, but not limited to, reasonable attorneys' fees and settlement costs (excluding acts of gross negligence or willful misconduct of an indemnified party as determined by a court of competent jurisdiction). This indemnification shall survive and continue for the benefit of all such persons or entities.
Participations:	The Bank reserves the right in its sole discretion to sell participations in this transaction.
Governing Law:	This proposed Term Sheet, Agreement, Fee Letter and any other documents to which the Bank shall become a party will be governed by the laws of the State of Tennessee. The DPLOC shall be governed by, and construed in accordance with, the International Standby Practices (1998) of the International Chamber of Commerce Publication No. 590 ("ISP98"). Matters not covered by ISP98 shall be governed by Tennessee law.
Jury Trial Waiver:	The Issuer / County agree to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under the documents.
Venue:	Any disputes or legal actions arising out of this transaction shall be brought in the courts of Tennessee, and each party, to the fullest extent permitted by law, shall consent to the jurisdiction of such courts.

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Amendment/Waivers: Amendments and waivers of the provisions of the Agreement and other definitive credit documentation will require the approval of Bank.

No Other Credit: The VRDBs will not be subject to any other credit enhancement, including municipal bond insurance.

Description of the Basic Documentary Terms and Conditions:

Conditions Precedent: Usual and customary for Bank of America transactions of this nature:

Documentation in form and substance satisfactory to the Bank including, without limitation, the Fee Letter, Agreement and DPLOC (if applicable) prepared by Bank Counsel, Bond Documents prepared by Bond Counsel (Bass Berry Sims), and other counsel to the transaction and receipt of opinions of the County's and Issuer's attorney, Bond Counsel and such other legal opinions as are deemed necessary by the Bank or are customary for a transaction of this type.

There shall not have occurred any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect. "Material Adverse Effect" shall be defined as: (A) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the County; (B) a material impairment of the rights and remedies of Bank under any loan documentation, or of the ability of the Issuer or County to perform its obligations under any loan documentation to which it is a party; or (C) a material adverse effect upon the legality, validity, binding effect or enforceability against the Issuer or County of any loan documentation to which it is a party, in each case as determined in the sole discretion of Bank.

Receipt and satisfactory review of financial information, budgets, projections, investment policy, etc. as requested by the Bank.

Certified copies of relevant ordinances, resolutions, agreements, contracts, certificates, etc.

Appointment of fiduciary and Remarketing Agent satisfactory to the Bank.

Evidence satisfactory to the Bank that a CUSIP number has been obtained and reserved for Bank Bonds.

Receipt of letters from the Rating Agencies.

Other conditions precedent as are customary for a financing of the type contemplated, including payment of fees at closing.

For an SBPA, conditions to funding a Liquidity Draw will include presentation of a properly completed drawing certificate on or before the time set forth in the Agreement and the absence of any Special Event of Default.

Representations and Warranties: For the Issuer and County, as applicable, the usual and customary for transactions of this type including, without limitation, the following: (i) legal existence, exempt status, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents;

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(iv) enforceability; (v) accuracy and completeness of specified financial statements and no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect; (vi) no material litigation; (vii) no default; (viii) ownership of property; (ix) insurance matters; (x) environmental matters; (xi) tax matters; (xii) use of proceeds; (xiii) accuracy of disclosure; (xiv) compliance with laws; (xv) no bankruptcy or insolvency; (xvi) status of the fiduciary and remarketing agent; and (xvii) no proposed legal changes which may adversely affect the VRDBs, the Facility and the obligations of the Issuer or County thereunder or the transaction.

Covenants: For the Issuer and County, as applicable, the usual and customary for transactions of this type including, without limitation, the following: (i) performance of this and other agreements; (ii) further assurances; (iii) access to books and records and provision of information reasonably requested and provision of notices of specified events material to the County's circumstance including, without limitation, an IRS or SEC inquiry (iv) timely delivery of audited financial statements, certificates, notices, documents, official statements, etc.; (v) compliance with other documents, all applicable laws, statutes, acts, rules and regulations and investment policy guidelines, use of proceeds; (vi) no debt may be incurred except as permitted under the Indenture; (vii) any termination fees under any swap owed to any counterparty not an affiliate of the Bank shall be deemed an Additional Payment and therefore subordinate to the obligations of the County under the Agreement; (viii) ownership of property; (ix) insurance matters; (x) environmental matters; (xi) tax matters; (xii) no liens created except as permitted under the Master Resolution; (xiii) no substitution of Facility, or redemption, defeasance or conversion of all or any portion of the VRDBs, without payment in full of all obligations due and payable to the Bank and surrender of the DPLOC, if applicable, to the Bank or unless otherwise consented to by the Bank; (xiv) provisions to facilitate payment of all obligations under this transaction to be included in budget or included in appropriation request, as and to the extent applicable; (xv) maintenance of tax-exempt status of VRDBs; (xvi) disclosure of any facts which could materially adversely impact the business, operations, financial condition or obligations of the County; (xvii) replacement trustee or Remarketing Agent subject to Bank approval; (xviii) redemption of Bank Bonds prior to any other Bonds; (xiv) prohibition on use of the Bank's name except in the offering circular approved by the Bank; (xx) prohibition on consolidation and merger of Issuer, divestiture or transfer of assets, and change of accounting standards previously employed by County; (xxi) maintenance of existence, (xxii) waiver of sovereign immunity and (xxiii) upon the request of the Bank, the Issuer will immediately be required to obtain at least one rating on any Bank Bonds.

Reporting Requirements: The County shall provide, either directly to Bank or by posting to EMMA, its complete audited financial statements and a no default certificate within 270 days after the end of each fiscal year. The County shall also provide to Bank, upon reasonable written request, such other information with respect to the affairs, condition or operations, financial or otherwise, for the County, including its budget and value of its tax digest. County shall provide notices of significant events consistent with those required under its continuing disclosure agreement for its other publicly issued GO bonds.

Remarketing Agent: The County shall at all times engage a Remarketing Agent acceptable to the Bank. The County will cause the Remarketing Agent to use its best efforts to remarket the VRDBs (including, without limitation, Bank Bonds) up to the Maximum Rate. The Remarketing Agent must give 60 day's written notice prior to resigning.

Events of Default, Special Usual and customary in transactions of this type including, without limitation, the

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Events of Default: following: (i) failure to the repay principal and interest on the VRDBs when due, a Credit Draw on the date of the Credit Draw, failure to make timely payments due on the Liquidity Draws, (ii) failure to pay any other amount due under the Agreement and Fee Letter; (iii) failure to perform or observe covenants set forth in the loan documentation; (iv) any representation or warranty proving to have been incorrect when made or confirmed; (v) cross-default for non payment of other County's GO or GO supported indebtedness (including derivatives); (vi) cross-default to other County GO or GO supported indebtedness (including derivatives) for other than nonpayment (vii) voluntary or involuntary bankruptcy, insolvency, debt moratorium, insolvency, inability to pay or repudiation of debts generally, etc.; (viii) VRDBs are declared taxable, (ix) material monetary judgment defaults and non-monetary judgment defaults; (x) actual or asserted invalidity or impairment of any loan documentation; (xi) the long term ratings assigned by Moody's, S&P to County's senior unenhanced long term GO or GO supported indebtedness are withdrawn or suspended for credit-related reasons or reduced below "Baa3"/"BBB-" (or the equivalent) respectively; and (xii) cross default to the other VRDB documents .

Special Events of Default, for purpose of an SBPA, will include the Events of Default (i), (v), (vii), (viii), (ix), (x), (xi) listed above.

Remedies: The Bank may increase the Facility Fee pursuant to the Agreement and the Bank may cause the VRDBs to become subject to a mandatory tender, redemption or, subject to the Bond Documents, acceleration.

In addition, the Default Rate will apply to all outstanding obligations of County to the Bank related to the VRDBs following an Special Event of Default or an Event of Default and the Bank may pursue any other remedies, including its right of setoff, to which it is entitled under the Agreement, the Bank Bonds and the Bond Documents, at law or in equity.

As it relates to an SBPA, upon the occurrence of a Special Event of Default, the Facility shall automatically and immediately be terminated or suspended without notice or demand to any person and, thereafter, the Bank will be under no further obligation to purchase unremarketed VRDBs unless reinstated after a suspension.

Contacts:

	Primary Bank Contact	**Primary Bank Counsel Contact:** **Bradley Arant Boult Cummings LLP**
Name:	Michael (Mike) J. Romano	Patrick (Pat) L. Alexander
Title:	Senior Vice President Municipal Credit Products	Partner
Address:	2170 Satellite Blvd, Suite 250 Mail Code: GA9-811-02-01 Duluth, Georgia 30097	Roundabout Plaza 1600 Division Street, Suite 700 Nashville, TN 37203
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email:	mike.romano@baml.com	palexander@bradley.com

Proposed Terms and Conditions Subject to Certain Events

This Term Sheet is intended only as an outline of certain of the material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the Facility contemplated hereby. This Term Sheet is not a commitment. It represents a willingness on the part of Bank to seek approval to provide the commitment indicated herein and consummate a transaction based upon the terms and conditions outlined in this term sheet and is subject to:

Final credit approval (see "Credit Process Timeframe" below),

Credit Process: The credit process will take up to 10 business days from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis. Additional due diligence items include but are not limited to satisfactory review of Series D-3-A documents including the Indenture, any Supplemental Indenture, Amended and Restated Loan Agreement, Remarketing Agreement and principal Series D-3-A swap documents. As of this date, initial underwriting has been completed and required preliminary approvals have been received to make this proposal.

Expiration: Consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire August 26, 2016 unless the Bank has received this Term Sheet, executed by the Borrower, on or before such date, or such other date as Bank may agree to in its sole discretion.

Future Modifications: The terms, conditions, pricing levels and fees (including legal fees and expenses) cited herein reference the financing and the Facility Amount as described in this Term Sheet and are subject to revision in the event that (i) the Facility Amount changes, (ii) the security or transaction structure is modified, (iii) the transaction deviates materially from what was initially described in the RFP, or (iv) the proposed financing does not close by October 31, 2016.

Bank of America Merrill Lynch

Section 3: *Term Sheet for Bank Direct Purchase Index Floating Rate Bonds*

Summary Terms and Conditions

Submission date July 28, 2016

Parties to the Transaction

Issuer/Borrower/Obligor: **Issuer: The Public Building Authority of Blount County, Tennessee (the "PBA")**

Borrower/Obligor: Knox County, TN (the "County")

Purchaser: **Bank of America, N.A. or another affiliate of Bank of America Corporation (the "Purchaser" or the "Bank").**

General Terms:

Credit Facility: Direct Purchase Index Floating Rate Bonds

For purposes of this Term Sheet, the close date is assumed to be Oct 11, 2016 ("Closing").

Issue: The Public Building Authority of Blount County, Tennessee Local Government Improvement Bonds, Series D-3-A (the "Bonds")

Use of Proceeds: Purchase the Bonds.

Principal Amount: Up to $62,850,000

Maturity Date: June 1, 2034

Amortization: The Bonds shall amortize per the following redemption schedule subject to mandatory tender as outlined below.

Series D3A	Balance	Principal Due
7/28/2016	$62,850,000	O/S Today
6/1/2017	$60,750,000	$2,100,000
6/1/2018	$58,500,000	$2,250,000
6/1/2019	$56,125,000	$2,375,000
6/1/2020	$53,625,000	$2,500,000
6/1/2021	$51,000,000	$2,625,000
6/1/2022	$49,925,000	$1,075,000
6/1/2023	$48,925,000	$1,000,000
6/1/2024	$47,875,000	$1,050,000
6/1/2025	$46,775,000	$1,100,000
6/1/2026	$45,625,000	$1,150,000
6/1/2027	$44,450,000	$1,175,000
6/1/2028	$43,225,000	$1,225,000
6/1/2029	$41,950,000	$1,275,000
6/1/2030	$34,200,000	$7,750,000
6/1/2031	$26,150,000	$8,050,000
6/1/2032	$17,775,000	$8,375,000
6/1/2033	$9,075,000	$8,700,000
6/1/2034	$0	$9,075,000

Bank of America Merrill Lynch

Denominations: Minimum denomination not greater than $100,000 or any whole multiple of $5,000 in excess thereof.

Optional Redemption: At the option of the County, upon thirty days written notice to the Bank, the Bonds may be redeemed or, if the documents provide, converted to another interest rate mode, subject to the payment of customary breakage costs, if any in connection with a prepayment on a day other than an interest Rate Reset Date; provided that any redemption or conversion shall be subject to the provisions below under "Termination/Reduction."

Source of Payment and Security:

Security: The Bonds are a limited obligation of the Issuer, payable solely from the revenues and receipts derived from the Series D-3-A Loan Agreement between it and Knox County, TN. Payments under the Loan Agreement are an unconditional, general obligation of Knox County, TN to which its full faith and credit are pledged, including its taxing authority unlimited as to rate and amount.

Mandatory Tender for Purchase:

Mandatory Tender: The Bonds will be subject to mandatory tender for purchase at a price of par plus accrued interest on the earliest of the: (i) Mandatory Tender Date, (ii) date on which the Bonds are converted to another interest rate mode ("Conversion Date"), or (iii) occurrence of an Event of Default.

Subject to the caption "Repayment After Mandatory Tender Date", below, the Issuer's failure to pay the purchase price for tendered Bonds on the Mandatory Tender Date will constitute an Event of Default and will permit the Bank to cause a mandatory tender, redemption or, subject to the Bond Documents, acceleration of the Bonds (among other remedies, including interest at the Default Rate).

Mandatory Tender Date: Option 1: Three (3) years from Closing.
Option 2: Five (5) years from Closing.

Rate Conversion on Mandatory Tender Date: The interest rate on the 2016 Bonds may be converted on the Mandatory Tender Date to any interest rate mode then available under the documents, and the Bonds may be remarketed as provided therein, although the Bank has no commitment to remain the holder of the Bonds after the Mandatory Tender Date.

Repayment After Mandatory Tender Date: So long as no Event of Default shall have occurred and is continuing and all representations and warranties of the County are true and correct, (A) any principal amount of the Bonds that is not repaid on the Mandatory Tender Date shall be repaid in full by the earliest of: (i) 13 months after the Mandatory Tender Date, (ii) the date on which the Bonds mature or are redeemed or (iii) the date on which the Bonds are remarketed to the Bank or new investors; (B) any principal amount of the Bonds not repaid or remarketed on the Mandatory Tender Date will continue to amortize according to its existing redemption schedule outlined in the "Amortization" section above and (C) Interest on Bonds that remain outstanding after the Mandatory Tender Date shall accrue at the Bank Rate (as described below) and is payable monthly in arrears on the first business day of each month.

(a) Base Rate:
The greatest of:
(i) Bank of America's Prime Rate plus 1.0%,
(ii) the Federal Funds Rate plus 2.0%
(iii) 1 month LIBOR plus 2% and

(iv) 7.00%

(b) Bank Rate:
Days 1 – 90: Base Rate
Day 91+: Base Rate + 1.00%

Index Floating Rate:

The interest rates provided in this section assume that this is a tax exempt obligation subject to legal opinions acceptable to the Bank and the Bank's counsel. In the event it is determined that this is not a tax exempt obligation standard gross up provisions shall apply.

Index Floating Rate: The Bonds will bear interest at the Index Floating Rate from the closing date to the Mandatory Tender Date. The Index Floating Rate equals the sum of (i) the product of (A) the Applicable Factor and (B) the Applicable Index, plus (ii) the Applicable Spread, determined initially on the Closing date and on each Rate Reset Date as described below.

Applicable Factor: 70%

Applicable Index: **"LIBOR Index"** means, for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or any comparable or successor rate which is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of LIBOR as selected by Lender from time to time) at approximately 11:00 a.m. London time two (2) London Banking Days prior to the commencement of the Interest period, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in Lender's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by Lender. Such rate will be rounded upwards to the nearest 1/100th%. A "London Banking Day" is a day on which banks in London are open for business and dealing in offshore dollars. If on any day the LIBOR Index would otherwise be less than zero, it will be deemed to be zero.

Applicable Spread: 3 Year Mandatory Tender Date: 45 bppa
5 Year Mandatory Tender Date: 63 bppa

Rate Reset Date: First business day of each month.

Default Rate: Base Rate + 4%

Maximum Interest Rate: The lesser of Maximum rate allowed by law or 15%.

Pricing Increases: The Applicable Spread is subject to adjustment based upon the long term rating ("Ratings") assigned to the Bonds (without regard to liquidity or credit enhancement) or to any other long term, unenhanced GO or GO supported bonds of the County. The Applicable Spread will be increased by the amounts in the table below; the increases are cumulative. In the event of split ratings, the lowest rating will be determinative.

Moody's / S&P	Applicable Spread Increase
Level 1: Aa1 / AA+	Current Level
Level 2: Aa2 / AA+	+ 0 bppa
Level 3: Aa3 / AA-	+ 0 bppa
Level 4: A1 / A+	+ 5 bppa
Level 5: A2 / A	+ 10 bppa

Level 6: A3 / A-	+ 15 bppa
Level 7: Baa1 / BBB+	+ 25 bppa
Level 8: Baa2 / BBB	+ 35 bppa
Level 9: Baa3 / BBB-	+ 50 bppa
Rating below Baa3 / BBB- / BBB-	Default Rate
Rating withdrawn or suspended	Default Rate

At Closing the County's parity bonds must have minimum Ratings of at least Aa3 /AA-. The County shall also covenant to maintain at least one GO rating that is current pursuant to the policies of the applicable rating agency.

Clawback: The documents will include customary interest rate recapture ("Clawback") language allowing the Bank to recover interest in excess of any maximum interest rate imposed by law.

Termination / Reduction Fee: In the event the Bonds are redeemed in advance of the required amortization or are subject to mandatory tender at the election of the County, in whole or in part, prior to (a) for Option 1, the first anniversary of the closing date or (b) for Option 2, the second anniversary of the closing date, the County shall pay to the Bank a termination fee equal to the product of: (i) the Applicable Spread in effect on the date of such redemption or conversion, (ii) the principal amount of Bonds so redeemed or converted and (iii) a fraction, the numerator of which is the number of days from and including the date of redemption or conversion to and including (x) for Option, 1 the first anniversary of the closing date or (y) for Option 2, the second anniversary of the closing date, and the denominator of which is 360.

Calculation and Payment of Interest:

Day Count: Actual / Actual

Interest Payments: Monthly in arrears on the first business day of each month.

Tax Gross Up: Upon a Determination of Taxability, the Bonds will bear interest at a rate equal to the product of the tax-exempt rate of interest otherwise in effect and the Taxable Rate Factor (currently 1.54).

The Taxable Rate Factor is the amount by which the tax-exempt rate must be mulitplied to achieve the equivenlant taxable ate given the highest margin federal corporate tax rate, currently 35%. The Taxable Rate Factor is subject to change should the highest marginal federal corporate tax rate change.

The County is also responsible for payment of any interest, penalties or charges owed by the Bank as a result of interest on Bonds that accrues from becoming includable in the gross income fo the Bank, together with any and all attorneys' fees, court costs, or other out-of-pocket cost incurred by the Bank in connection therewith.

A change in the interest rate due to this provision will NOT trigger an exception for the Termination / Reduction Fee provision.

"Determination of Taxability" means (i) receipt by the County of a final judgment by a court of competent jurisdiction (from which no further right of appeal exists) or a final official action of the Internal Revenue Service (from which no further right of appeal exists) determining that any interest portion payable with respect to the Bonds is includable in the gross income of the holders of the Bonds for federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the County has been given an opportunity to contest such proceedings at its own expense; or (ii) at such time as the County and the holder of the Bonds have agreed that a Determination of Taxability has occurred.

Closing Fees and Expenses	
Up Front Fee:	None
Bank Counsel Fee:	Fees and disbursements for Bank Counsel are estimated to be up to $30,000 with a not to exceed cap of $35,000. Legal fees shall be paid directly to Bank Counsel promptly upon billing.
Administrative Fees:	Amendments, transfers, standard waivers or consents will be at a charge of $2,500.00 per occurrence plus any associated bank legal expense.
Fees and Expenses Valid for:	All fees and expenses, including those of Bank Counsel, may increase if the transaction is not closed by October 26, 2016.
Borrower Responsible For All Fees and Expenses:	The Issuer and County will be responsible for all costs and expenses relating to the Facility, including fees and disbursements of Bank Counsel, Bond Counsel, Issuer's / County's counsel and financial advisor, fees and disbursements of any accountants and other experts and consultants retained by the Issuer or the County and any other expenses incidental to the transactions. The Issuer and County will also pay the expenses of Bank in connection with the enforcement of any loan documentation.

Description of the Basic Documentary Terms and Conditions:	
Documentation:	Documentation will include a Bank Index Rate Agreement drafted by Bank Counsel and a Supplemental Indenture, Amended and Restated Loan Agreement, Bond, Purchaser's Certificate(s), Opinions and other documents typical for transactions of this nature. The documentation will include, but not be limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default and remedies.
Investment Representations:	In connection with its purchase of the Bonds, the Bank will make usual and customary representations to the Issuer, including (a) its knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing the Bonds; (b) its receipt of, or access to, all information from the County or otherwise that it deems necessary to make such purchase; and (c) purchasing the Bonds for its own account or for resale to an affiliated entity in which Bank of America Corporation will retain an interest, and not with a view to, or for resale in connection with, any distribution of the Bonds.
Transfers, Assignment and Participations:	The Bank reserves the right in its sole discretion, to assign, sell, pledge or participate interests in the Bonds without the consent of the Issuer or County.
Conditions Precedent:	Condition Precedent to close will include the negotiation, execution and delivery of definitive documentation (including, without limitation, satisfactory legal opinions and other customary closing documents) for the Bonds satisfactory to Bank and as more further described in the DPLOC / SBPA Term Sheet found in Section 2, as applicable.
Representations and Warranties:	Representation and Warranties for the Bonds will be typical of transactions of this nature, satisfactory to Bank and as more fully described in the DPLOC / SBPA found in Section 2, as applicable.
Covenants:	Affirmative and negative covenants for the Bonds will be typical of transactions of this nature, satisfactory to Bank and as more fully described in the DPLOC / SBPA Term Sheet found in Section 2, as applicable.

Reporting Requirements:	Reporting requirements for the Bonds, as more fully described in the DPLOC / SBPA Term Sheet found in Section 2.
Events of Default/Remedies	Events of Default / Remedies for the Bonds will be typical of transactions of this nature, satisfactory to Bank and as more fully described in the DPLOC / SBPA found in Section 2, as applicable.

Other Standard Terms, Contacts:

No Other Credit:	The Bonds will not be subject to any other liquidity or credit enhancement, including municipal bond insurance.
Increased Costs:	As more fully described in the DPLOC / SBPA Term Sheet found in Section 2.
Indemnification:	As more fully described in the DPLOC / SBPA Term Sheet found in Section 2.
Waivers / Amendments:	Amendments and waivers of the provisions of the Bond documents and other definitive credit documentation will require the approval of Bank.
Governing Law/Jury Trial/Venue:	As more fully described in the DPLOC / SBPA Term Sheet found in Section 2, as applicable.
Contacts:	Primary Bank Contact: Mike Romano, Bank Counsel: Pat Alexander. See DPLOC / SBPA Term Sheet found in Section 2 for contact information.

Proposed Terms and Conditions Subject to Certain Events:

This Term Sheet is intended only as an outline of certain of the material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the Facility contemplated hereby. This Term Sheet is not a commitment. It represents a willingness on the part of Bank to seek approval to provide the commitment indicated herein and consummate a transaction based upon the terms and conditions outlined in this term sheet and is subject to:

Final credit approval (see "Credit Process Timeframe" below),

Credit Process:	The credit process will take up to 10 business days from the point at which the Bank is officially awarded the transaction and has in its possession all materials necessary to undertake a full credit analysis. Additional due diligence items include but are not limited to satisfactory review of Series D-3-A documents including the Indenture, any Supplemental Indenture, Amended and Restated Loan Agreement, Remarketing Agreement and principal Series D-3-A swap documents. As of this date, initial underwriting has been completed and required preliminary approvals have been received to make this proposal.
Expiration:	Consideration of a financing based on the terms and conditions presented in this term sheet shall automatically expire August 26, 2016 unless the Bank has received this Term Sheet, executed by the Borrower, on or before such date, or such other date as Bank may agree to in its sole discretion.
Future Modifications:	The terms, conditions, pricing levels and fees (including legal fees and expenses) cited herein reference the financing and the Facility Amount as described in this Term Sheet and are subject to revision in the event that (i) the Facility Amount changes, (ii) the security or transaction structure is modified, (iii) the transaction deviates materially from what was initially described in the RFP, or (iv) the proposed financing does not close by October 31, 2016.

RLA-6828 **R-16-11-803**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Ben Sharbel, PURCHASING		
Department:	PURCHASING		
Requires Expenditure of Funds:	NO	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee to approve a contract with Gila, LLC d/b/a Municipal Services Bureau (MSB) to provide credit card processing services.
(Purchasing)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, TO APPROVE A CONTRACT WITH GILA, LLC D/B/A MUNICIPAL SERVICES BUREAU (MSB) TO PROVIDE CREDIT CARD PROCESSING SERVICES.

RESOLUTION: **R-16-11-803**

REQUESTED BY: **PURCHASING**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, it is necessary for Knox County contract for credit card processing services; and

WHEREAS, the Knox County Procurement Division requested proposals (Request for Proposal #2409) for this purpose and it has been determined that Gila, LLC d/b/a Municipal Services Bureau (MSB) submitted the most responsible and responsive proposal to provide these services; and

WHEREAS, the proposed contract with Gila, LLC d/b/a Municipal Services Bureau (MSB) for the provision of credit card processing services is effective for an initial five (5) year term beginning December 1, 2016 and may be extended for two (2) additional five (5) year terms, one (1) term at a time, which may result in a total of fifteen (15) years.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The contract with Gila, LLC d/b/a Municipal Services Bureau (MSB) for the provision of credit card processing services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Gila, LLC d/b/a Municipal Services Bureau (MSB) for the provision of credit card processing services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Gila, LLC d/b/a Municipal Services Bureau (MSB)

This Contract, made and entered into this ____day of_____, 2016 between Knox County Government, hereinafter referred to as "County" and Gila, LLC d/b/a Municipal Services Bureau (MSB), hereinafter referred to as "Contractor".

Whereas, County requested proposals for Credit Card Processing Services (Request for Proposal #2409) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposal, 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 Request for Proposal specifications and the Contractor's proposal.

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 December 2016 and ends the 30th day of November 2021 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for two (2) additional five (5) year terms. This may result in a total of fifteen (15) years. Knox County reserves the right to obtain these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. **Payment.** County shall pay Contractor the amount as agreed upon in County's Request for Proposal #2409 for Credit Card Processing Services per the Contractor's response (Attachment 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 Knox County.

3. Invoicing and reporting requirements. Contractor shall invoice the appropriate Knox County department upon completion of services as necessary, if applicable.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide the Credit Card Processing Services detailed herein, 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. If the 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 Knox County at least one hundred eighty (180) calendar 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 County for Credit Card Processing 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 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 Credit Card Processing 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 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. 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 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, 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.

15. Delivery. Contractor shall render the Credit Card Processing Services for Knox County in accordance with Request for Proposal #2409.

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 Purchasing Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if 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. Request for Proposal #2409 and Addendum I
B. Contractor's Response to Request for Proposal #2409 and Addendum I
C. Contractor's 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

by: _____
Tim Burchett
Knox County Mayor

Gila, LLC d/b/a Municipal Services Bureau (MSB)

by: _____

Name: _____

Title: _____

Contract #: 16-634
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____**Date**

RLA-6807 **R-16-11-804**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Denise Edsell, FORENSIC CENTER		
Department:	FORENSIC CENTER		
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 Regional Forensic Center & Occupational Research and Assessment, Inc. for a Medical Examiner Software (MDILog) License Agreement.
(Forensic Center)

Attachments

SUMMARY SHEET

CHIEF MEDICAL EXAMINER'S OFFICE

Knox County Regional Forensic Center
2761 Sullins Street, Knoxville, TN 37919

SUMMARY OF CONTRACT APPROVAL NATURE OF CONTRACT:
Contract between the Knox County Regional Forensic Center (RFC) and Occupational Research and Assessment, Inc. (ORA) for purpose of ORA supplying a Medical Examiner Case Management system (MDILog) to the RFC. ORA will supply MDILog, data storage, and associated services for the RFC.

PURPOSE OF NEED:
This contract will provide the RFC with the ability to better store and maintain its Medical Examiner Case Information, communicate with Medical Examiner and Medico-legal Death Investigators in East Tennessee, manage its data, and assist in a more complete case file. This system will also enhance the RFC's ability to track data for statistical analysis and work with its partners to address concerns within the community.

HISTORY OF CONTRACT: NEW [X] RENEWAL [ ] AMENDMENT [ ]

STATEMENT OF SUPPORT: Dr. Mileusnic and I support this contract.

SENIOR DIRECTOR SIGNATURE: _____ DATE: 10/12/16

Date Sent: to Law Office 10/12/16 to Mayor _____

Date Needed: before December 1, 2016

[X] Place on Commission Agenda (NEW [X] RENEWAL [ ] AMENDMENT [ ])

[ ] Signature only (sub-contract of an already approved contract, affiliation, or MOU)

phone 865.215.8000 • fax 865.215.8001

RLA-6824 **R-16-11-901**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Ron Hanaver, KNOX RECOVERY/VETERANS TREATMENT COU		
Department:	KNOX RECOVERY/VETERANS TREATMENT COU		
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 Residential Lease Agreement with Valentine Carter and Sons, LLC for the Knox County Recovery Court to lease a house located at 2236 Mississippi Avenue for use as transitional housing for the period beginning May 1, 2016 and ending April 30, 2018 at a cost of $850.00 per month.
(Knox County Recovery and Veteran's Treatment Court)

Attachments

Resolution

Lease Agreement

attachment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A RESIDENTIAL LEASE AGREEMENT WITH VALENTINE CARTER AND SONS LLC FOR THE KNOX COUNTY RECOVERY COURT TO LEASE A HOUSE LOCATED AT 2236 MISSISSIPPI AVENUE FOR USE AS TRANSITIONAL HOUSING FOR THE PERIOD BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2018 AT A COST OF $850.00 PER MONTH.

RESOLUTION: **R-16-11-901**

REQUESTED BY: **RECOVERY & VETERAN'S TREATMENT COURT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Valentine carter and Sons LLC is the owner of a house with three (3) bedrooms and one (1) bathroom located at 2236 Mississippi Avenue; and

WHEREAS, the Knox County Recovery/Veteran's Treatment Court desires to lease said house for use as transitional housing; and

WHEREAS, an agreement for the lease of the house has been negotiated; and

WHEREAS, the proposed Residential Lease Agreement is effective beginning May 1, 2016 and ending April 30, 2018 and provides for rent in the amount of $850.00 per month.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The Residential Lease Agreement with Valentine Carter and Sons LLC for the Knox County Recovery Court to lease a house located at 2236 Mississippi Avenue is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Residential Lease Agreement with Valentine Carter and Sons LLC for the Knox County Recovery Court to lease a house located at 2236 Mississippi Avenue shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Tennessee
Residential Lease Agreement

This Lease Agreement (the "Agreement") is made and entered on May 01, 2017 (the "Effective Date") by and between Valentine Carter and Sons LLC. (the "Landlord") and the following tenants:

Knox County Recovery Court

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a house with 3 bedrooms and 1 bathrooms, located at 2236 Mississippi Ave., Knoxville, Tennessee 37921 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

2. Term. This Agreement will begin on May 01, 2016 (the "Start Date") and will terminate on April 30, 2018 (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent) without reservation, in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that Valentine Carter and Sons LLC. is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Valentine Carter and Sons LLC. by one of the methods below:

Address: 122 Sunnyway, Louisville, Tennessee 37777
Telephone: 843-499-3809
Email: vtine1@yahoo.com

4. Rent. Tenant will pay to Landlord rent in the amount of **$850.00** (the "Rent"), payable in advance on the 1st day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period, the terms of which shall be stated in a new Lease Agreement or amendment to this Lease Agreement.

Payments should be sent to:

Payment address: 122 Sunnyway, Louisville, Tennessee 37777, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Money order
- Cashier's check
- Direct deposit

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date.

5. Security Deposit. At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of **$850.00** (the "Security Deposit"). Landlord may use therefrom such amounts as are reasonably necessary to remedy Tenants' default in the payment of rent, repair damages to the Property exclusive of ordinary wear and tear, and to clean the Property if necessary. For this sole purpose, the Security Deposit will be deposited by Landlord in an account at the following bank or institution:

Bank name: Citizens Bank Blount County
Bank address: 330 E Broadway Ave., Maryville, Tennessee 37804

Following the termination of occupancy of the Property, Landlord will inspect the Property and compile a comprehensive listing of any damage which is the basis for any charge against the Security Deposit and the estimated dollar cost of repairing such damage. Tenant will have the right to inspect the Property to ascertain the accuracy of the report. Both Landlord and Tenant will sign the report if the parties are both present, OR Tenant will specifically state in writing any items that the Tenant does not agree with. Landlord will then refund the balance of the Security Deposit within 30 days of termination of occupancy together with a statement showing all charges made against the Security Deposit. This provision is in accordance with the Tennessee Uniform and Residential Landlord and Tenant Act.

6. Non-Sufficient Funds. Tenant will be charged a monetary fee of $25.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any 12 month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

7. Late Payments. In the event that any payment required to be paid hereunder by Tenant is not made within five (5) days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of $25.00.

Tennessee law requires that a five (5) day grace period between the day the rent is due and the day a fee for the late payment of rent may be charged. If the last day of the five (5) day grace period falls on a Saturday, Sunday or legal holiday, Landlord will not impose any charge or fee for the late payment of rent, provided that the rent is paid on the next business day. Any charge or fee, however described, which charged by Landlord for the late payment of rent will not exceed ten percent (10%) of the amount of rent past due.

8. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

9. Occupants. The only persons who may live on the Property during the term of this Agreement are:

- Knox County Recovery Court
- Occupants may vary at the discretion of the Recovery Court supervision.

Tenant may have guests on the Property for not over 0 consecutive days or 0 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 0 consecutive days or more than 0 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 0 consecutive days or 0 days in a calendar year.

10. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

11. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

12. Insurance. Tenant is responsible for securing insurance for his or her personal belongings.

13. Appliances. The following appliances will be provided by Landlord:

- Stove
- Refrigerator
- Microwave oven
- Washer
- Dryer

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

14. Storage. No additional storage space on the Property is authorized, permitted or provided.

15. Parking. This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

16. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

17. Pets. No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property.

18. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

19. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be

seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

20. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

- Sidewalk and/or driveway
- Yard areas
- Tenant is responsible for normal replacement items such as light bulbs and heating and cooling filters,

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair subject to applicable law. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

21. Utilities and Services. Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

22. Default. Tenant will be in default of this Agreement if Tenant fails to comply with any material provisions of this Agreement by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation (or any other obligation) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action will be added to Tenant's financial obligations under this Agreement. All sums of money or charges required to be paid by Tenant under this Agreement will be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

23. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

24. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the

official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

25. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

26. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

27. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

28. Lead Disclosure. Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. Federal law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Landlord has provided Tenant with such information, including, but not limited to, the EPA booklet entitled *Protect Your Family from Lead in Your Home.*

29. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

30. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

31. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

32. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenants responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

33. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

34. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

35. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

36. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

37. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

Valentine Carter and Sons LLC.
122 Sunnyway, Louisville, Tennessee 37777

Tenant:

Knox County Recovery Court
2236 Mississippi Ave., Knoxville, Tennessee 37921

Such addresses may be changed from time to time by any party by providing notice as set forth above.

38. Waiver of Notice of Default. Tenant waives any rights to written Notice of Default prior of Landlord's commencement of legal action to pursue damages.

INITIAL HERE: _____

39. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation in the State of Tennessee. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Tennessee. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Tennessee.

40. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Tennessee.

41. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

42. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

43. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

44. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

45. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

46. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

47. Conflicts of Interest. The Tenant receives grant funds from the State of Tennessee and 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 Tenant in connection with any work contemplated or performed relative to this Grant Contract.

48. Lobbying. The Tenant 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 Tenant shall

complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities," in accordance with its instructions.
c. The Tenant 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.

49. Nondiscrimination. The Tenant 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 Tenant 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 Tenant shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

50. Public Accountability. If the Tenant 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 Tenant on behalf of the State, the Tenant agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Tenant 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 Tenant, provide the Tenant with any necessary signs.

51. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Tenant in relation to this Grant Contract shall include the statement, “This project is funded by the Tennessee Department of Mental Health and Substance Abuse Services.” All notices by the Tenant in relation to this Grant Contract shall be approved by the State.

52. Licensure. The Tenant, 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.

53. Records. The Tenant and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Tenant 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 Tenant'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 Tenant shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury. The Tenant 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 Tenant 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.

54. Public Accountability. If the Tenant 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 Tenant on behalf of the State, the Tenant agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Tenant 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 Tenant, provide the Tenant with any necessary signs.

Receipt

	Initials	
	Tenant	Landlord
Security Deposit: $850.00	_____	_____
Pet Deposit:$_____		
Prorated rent for the Period:$_____		_____
Prepaid rent for the Period:$_____		
Other Charges or Deposits:$_____		
Total Charges Received:$850.00	_____	_____

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By: _____ Date: _____

Valentine Carter and Sons LLC.
122 Sunnyway
Louisville, Tennessee 37777

Tenant:

By: _____ Date: _____

Knox County Recovery Court

Lease Agreement
Inspection Checklist

Address: 2236 Mississippi Ave., Knoxville, Tennessee 37921

Tenant has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted below:

Satisfactory Comments

Kitchen

Cupboards_____ _____
Floor ceiling_____ _____
Walls and ceiling_____ _____
Counter surfaces_____ _____
Stove and oven_____ _____
Refrigerator_____ _____
Garbage disposal_____ _____
Windows_____ _____
Doors_____
Light fixtures_____

Living Room

Floor covering_____ _____
Walls and ceiling_____ _____
Windows_____ _____
Doors_____
Light fixtures_____

Bathroom

Floor covering_____ _____
Walls and ceiling_____ _____
Shower and tub_____ _____
Toilet_____
Plumbing fixtures_____ _____
Windows_____ _____
Doors_____
Light fixtures_____
Sink_____ _____
Vanity_____ _____
Medicine cabinet_____ _____

Hallways or Other Areas

Floor covering_____ _____
Walls and ceiling_____ _____
Closets_____ _____
Light fixtures_____
Furnace_____ _____
Air conditioner_____ _____
Patio or deck_____ _____
Yard_____ _____
Other (specify)_____ _____

Bedroom

Floor covering_____ _____
Walls and ceiling_____ _____
Closet_____ _____
Windows_____ _____
Doors_____
Light fixtures_____

Bedroom

Floor covering_____ _____
Walls and ceiling_____ _____
Closet_____ _____
Windows_____ _____
Doors_____
Light fixtures_____

Bedroom

Floor covering_____ _____
Walls and ceiling_____ _____
Closet_____ _____
Windows_____ _____
Doors_____
Light fixtures_____

Tenant:

By: _____ Date: _____
Knox County Recovery Court

Acknowledged by Landlord:

By: _____ Date: _____

Valentine Carter and Sons LLC.

Lease Agreement
Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

(ii) __X__ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (Check (i) or (ii) below):

(i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____

(ii)__X__ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet *Protect Your Family From Lead In Your Home*.

Agent's Acknowledgment (initial)

* The term Agent is defined as any party who enters into a contract with the Landlord, including anyone who enters into a contract with a representative of the Landlord for the purpose of leasing housing.

(e) _____ Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant:

By: _____ Date: _____
Knox County Recovery Court

Acknowledged by Landlord/Agent:

By: _____ Date: _____
Valentine Carter and Sons LLC.

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Valentine Carter and Sons LLC. for a transitional house. The Knox County Recovery Court receives grant funds from the State of Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS). A portion of the grant is designated for the funding of a transitional house. This contract will temporarily allow the acquisition of a house for starting a transitional house.

The transitional house facility will become operational after the grant funds are transferred directly to the Friends of the Knox County Recovery Court by TDMHSAS. The Friends of the Knox County Recovery Court is a 501(C) (3) organization.

A Lease Agreement draft is attached.

RLA-6700 **R-16-11-902**

Work Session

Meeting Date: 11/14/2016

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 an amendment to the contract with DataBank IMX, LLC for the development, installation and maintenance of an electronic content management system for the Circuit Court Clerk's Office which amendment provides for implementation of an online document management system for the Fourth Circuit, Sessions, and Criminal Courts.

(DEFERRED FROM OCTOBER)

(Criminal, Sessions and Fourth Circuit Court Clerk)

Attachments

Resolution

Contract Amendment

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO THE CONTRACT WITH DATABANK IMX, LLC FOR THE DEVELOPMENT, INSTALLATION AND MAINTENANCE OF AN ELECTRONIC CONTENT MANAGEMENT SYSTEM FOR THE CIRCUIT COURT CLERK'S OFFICE WHICH AMENDMENT PROVIDES FOR IMPLEMENTATION OF AN ONLINE DOCUMENT MANAGEMENT SYSTEM FOR THE FOURTH CIRCUIT, SESSIONS AND CRIMINAL COURTS.

RESOLUTION: **R-16-11-902**

REQUESTED BY: **CRIMINAL, SESSION AND FOURTH CIRCUIT COURT CLERK**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by Resolution R-14-1-903, the Knox County Commission approved a contract with DataBank IMX, LLC for the development, installation and maintenance of an electronic content management system for the Knox County Circuit Court Clerk's Office (the "Contract"); and

WHEREAS, Knox County and DataBank IMX, LLC desire to amend the Contract to implement an online document management system for the Fourth Circuit, Sessions and Criminal Courts; and

WHEREAS, all other terms and conditions of the Contract shall remain in full force and effect.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSION OF KNOX COUNTY AS FOLLOWS:

The amendment to Contract No. 14-019 with DataBank IMX, LLC for the provision of an electronic content management system is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the amendment to Contract No. 14-019 with DataBank IMX, LLC for the provision of an electronic content management system shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that if any notifications are to be made to effectuate this Resolution, then the County Clerk is hereby requested to forward a copy of this Resolution to the proper authority.

BE IT FURTHER RESOLVED, that this Resolution is to take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Amendment to Contract No. 14-019

Knox County Government
and
DataBank IMX, LLC

This Amendment to Contract is made and entered into as of the _____ day of December 2016 by and between Knox County Government ("Knox County"), and DataBank IMX, LLC ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Contractor have previously entered into a certain Agreement designated Contract No. 14-019, dated February 1, 2014, for an Electronic Content Management System for the Knox County Circuit Court Clerk's Office (hereinafter referred to as the "Contract");

WHEREAS, Knox County and Contractor desire to amend their original Contract as hereinafter provided to implement an online document management system for the 4th Circuit Court, the Sessions Court and the Criminal Court to the Contract:

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Knox County and Contractor agree to amend their Agreement as follows:

1. **Incorporate the Statement of Work for the "Initial OnBase Implementation 4th Circuit Court Project" into Contract No. 14-019 (Exhibit A)**

Except as hereby modified, all other terms and conditions of the original Agreement between Knox County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract No. 14-019 to be executed on the day and year indicated below.

Knox County Government

By: _____
Tim Burchett
Knox County Mayor

DataBank IMX, LLC

By: _____

Name: _____

Title: _____

Contract No. _____
Approved as to Legal Form

By: _____ **Date:** _____

Exhibit A

Statement of Work

Initial OnBase Implementation 4th Circuit Court Project

STATEMENT OF WORK

COUNTY OF KNOX

INITIAL ONBASE IMPLEMENTATION 4TH CIRCUIT COURT PROJECT

11/10/2016

Prepared by:
DataBank IMX
www.databankimx.com

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Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	[INSERT PROJECT NUMBER]
Publish Date	[INSERT DATE]
Current Revision Number	1.2

Revision History

Version Number	Date	Responsibility (Author)	Description
1.0	10/17/2016	Dave Sevenack	Initial draft
1.1	10/27/2016	Dave Sevenack	Break out pricing for each court and updated hourly rate
1.2	11/8/2016	Brian Voss	Updates per requests by Heather Seigmund

Introduction/Overview

County of Knox (hereinafter "Customer") has engaged DataBank IMX (hereinafter "Vendor") to provide services for the initial implementation of an OnBase Enterprise Content Management solution for the 4th Circuit Court which includes Sessions and Criminal Courts.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order.

The scope of this initiative will be limited to the following activities:

Activity	Description
Solution Discovery & Design	▪ Technical Discovery with technical experts from IT o Gather full requirements for each merge process o Gather OnBase keywords, document types, and file types needed in the merge process o Gather information need to map OnBase document types, keywords to the information being passed by JIMS ▪ Update Solution Design Document (SDD)
Solution Development	▪ Basic OnBase Configuration o Document types (up to 105, 35 per court) o Keywords (up to 12, for all courts) o User security (up to 9 groups, 3 per court) o Custom Queries (up to 3, 1 per court) ▪ Front Office Scanning Configuration (up to 21 scan workstations, 7 per court) ▪ Automated Redaction Configuration (up to 10 document types, 4 for Circuit, 3 for Sessions, and 3 for Criminal court) ▪ Document Import Processor Configuration (up to 9 processes, 2 for Circuit, 5 for Sessions, and 2 for Criminal court) ▪ Distributed Disk Services Configuration ▪ Workflow Configuration o Configure (9) Lifecycles (3 per court) o Configure (27) Queues (9 per court) o Configure (27) Ad-hoc tasks (9 per court) o Configure (18) Notifications (6 per court) o Configure (27) Timers (9 per court) ▪ Custom Integration o JIMS to OnBase integration Console Application o DataBank File Conversion Utility

Activity	Description
Testing	▪ Perform unit testing to test basic OnBase functionality such as user login, scanning, retrieval, storage, and workflow ▪ Functional testing assistance and issue resolution
Training	▪ Functional testing training ▪ Create training guides ▪ Vendor will utilize the "Train the Trainer" method of end user training.
Production Deployment	▪ Migration of solution to Production ▪ Go-live support ▪ Handoff to Support
Project Management	Vendor will assign a Project Manager who will manage the day-to-day activities of the project in conjunction with the Client Project Manager. Responsibilities include: ▪ Coordinate DataBank technical team personnel and schedules ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to client Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

The following items have been discussed but are considered <u>out of scope</u> for this project:

Activity	Description
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Web Portal	Vendor understands a web portal was discussed during the initial discovery; however, more requirements need to be gathered to better understand what solution is required. If this is desired, an approved change order will be required.
Activities not listed	Activities not listed in the in scope statement will require a change order.

Pricing Breakdown

Software/Maintenance

Per	Description	Retail Cost	Knox County Contract Pricing	Total
1	Automated Redaction	$20,000.00	$16,120.90	$16,120.90
100	Named User Client (1-100)	$700.00 ea.	$483.62	$48,362.00
*2	Named User Client (101-200)	$600.00 ea.	$ 480.00	$960.00
*1	EDM Services	$5,000.00 ea.	$ 4,030.22	$4,030.22
1	Document Import Processor	$ 5,000.00 ea.	$ 4,030.22	$4,030.22
1	Distributed Disk Services	$5,000.00. ea.	$ 4,,030.22	$4,030.22
21	Front Office Scanning	$1,000.00 ea.	$ 806.04	$16,926.84
1	Multi-User Server	$8,000.00 ea.	$4,030.22	$4,030.22
*1	PDF Framework	$3,000.00 ea.	$2,400.00	$2,400.00
8	Workflow Concurrent Client SL (1-20)	$2,200.00 ea.	$ 1,612.09	$12,896.72
1	Web Server	$10,000.00ea.	$8,060.45	$8,060.45
*15	Workflow Named User Client SL (1-20)	$1,400.00 ea.	$1,120.00	$16,800.00
1	Unity Automation API	NA	$0.00	$0.00
1	Unity Integration Toolkit	$10,000.00ea.	$8,060.45	$8,060.45
*1	DataBank File Conversion Utility	$5,000.00 ea.	$4,000.00	$4,000.00
	Total Software	$216,000.00		$150,708.24
			Annual Maintenance	$30,141.64
			Estimated Total:	**$180,849.88**

*These are new modules that were identified during Discovery and were not included in the original contract.

Professional Services Fees (Estimate) – Time and Materials

4th Circuit Court

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Estimated Hours	Rate	Total PS Estimate
Discovery & Design	8.0	$206.25	$1,650.00
Development	174.0	$243.75	$42,412.50
Testing	16.0	$243.75	$3,900.00
Training	16.0	$243.75	$3,900.00
Production Deployment	12.0	$243.75	$2,925.00
Project Management	45.0	$206.25	$9,281.25
Grand Total	**271.0**		**$64,068.75**

All estimates of fees or time required to complete the project are **provided for convenience only and are approximations** of the anticipated amount of time needed to complete the project.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

Professional Services Fees (Estimate) – Time and Materials

Sessions Court

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Estimated Hours	Rate	Total PS Estimate
Discovery & Design	8.0	$206.25	$1,650.00
Development	143.0	$243.75	$34,856.25
Testing	16.0	$243.75	$3,900.00
Training	16.0	$243.75	$3,900.00
Production Deployment	10.0	$243.75	$2,437.50
Project Management	39.0	$206.25	$8,043.75
Grand Total	**232.0**		**$54,787.50**

All estimates of fees or time required to complete the project are **provided for convenience only and are approximations** of the anticipated amount of time needed to complete the project.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

Professional Services Fees (Estimate) – Time and Materials

Criminal Court

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Estimated Hours	Rate	Total PS Estimate
Discovery & Design	8.0	$206.25	$1,650.00
Development	131.0	$243.75	$31,931.25
Testing	16.0	$243.75	$3,900.00
Training	16.0	$243.75	$3,900.00
Production Deployment	10.0	$243.75	$2,437.50
Project Management	36.0	$206.25	$7,425.00
Grand Total	**217.0**		**$51,243.75**

All estimates of fees or time required to complete the project are **provided for convenience only and are approximations** of the anticipated amount of time needed to complete the project.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

Totals

Description	Total
Software/Maintenance	$180,849.88
Professional Services	$170,100.00
Estimated Total:	**$350,949.88**

The Total Professional Services estimate above represents a **Not To Exceed** amount. While the cost identified is an estimate, Vendor agrees it will not invoice more beyond the estimated amount without a mutually agreed upon change order in place beforehand.

Travel Expense Policy

Travel and Expenses will be paid in accordance to Contract 14-019.

Non-Standard Time Policy

Professional Services are considered overtime if they belong to one of the following situations:

1) Work is being performed in the same time zone as DataBank Headquarters (EST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
2) Work is being performed in a different time zone other than that of DataBank Headquarters (EST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a non-standard premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Non-standard rates are billed at 1.50 times the quoted services rate.

Prerequisites

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work
3. A signed Amendment which incorporates this SOW

Services Rendered and Timeline Estimation

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the deployment services provided under this SOW in the following manner:

1. Time and Materials will be billed semi-monthly

Per the original contract, a minimum of thirty (30) is required for invoice payment (RFP 1837, Section 1.15).

Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to a successful deployment. These processes will

also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

Required Documentation

1. A formal purchase order is received by Vendor prior to scheduling development and deployment.
2. A signed Solution Design Document is received by Vendor prior to scheduling development and deployment.
3. If applicable, a Pre-Installation form is completed in full prior to deployment.

Pre-Deployment

1. A project kick-off meeting has been held with all applicable project members prior to commencing of implementation activities.
2. All applicable System Servers are installed, tested, and properly working prior to deployment.
3. All applicable Operating Software is installed, tested, and working properly prior to deployment.
4. All applicable OnBase Software is downloaded and placed in a directory on the server(s) it will be installed on.
5. A network account with appropriate rights to the network and hardware is set up and made available to Vendor for both onsite and remote work.
6. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If the customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.

Deployment

1. Remote access is established and made available to Vendor during the deployment process.
2. Vendor assumes each court will need to produce a separate import file.
3. Customer will be responsible for configuring the remaining 95 document types for Automated Redaction. Vendor will configure up to 10 documents.
4. Vendor will deploy the solution as agreed upon in the formal Solution Design Document.
5. Vendor will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment.
6. Vendor will test the system to assure that it performs within the project requirements prior to training.
7. Vendor will perform functional testing training and assist with functional testing prior to formal training. Any issues or project gaps must be identified and documented at that time. Issues not identified as part of the Solution Design Document will be subject to a formal Change Order process, which may result in schedule changes and/or additional charges.
8. Vendor will train customer personnel as defined in the Solution Design Document.
9. Vendor will utilize the "Train the Trainer" method of end user training. This allows Customer resources to better support the delivered solution after Vendor staff is no longer on site. The target candidates for this training are key users that can facilitate the training of the rest of the user base.
10. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
11. Customer will test the deployed solution as defined within the Solution Design Document. Vendor will provide formal testing support as defined in the Solution Design Document.
12. Customer will document all issues/change requests as part of the testing process. Vendor will only make changes during the testing process for issues that affect system performance. All other changes will be made as a single effort upon completion of testing by the customer.
13. Vendor will deploy the system into production once testing is complete and as functioning per the Solution Design Document and any negotiated Change Orders.

14. Vendor assumes Customer is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Customer is not current on software maintenance, they must work with their DataBank account manager to resolve.
15. Vendor assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. Customer has up to 30 days from the Go-Live date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted 30-days subsequent to delivery of the Acceptance document. Any issues not identified within 30 days will be treated as Support Issues and fall under the Vendor Hardware/Software Maintenance agreement terms and conditions.
17. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management

1. Vendor will assign a Project Manager to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.
2. Customer will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements. Additional hours will be required if Vendor is responsible for performing these tasks on Customer's behalf.
3. Vendor will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer. Customer attendees should include a Project Manager or Lead Resource, Executive Sponsor, and business process owners/stakeholders.
4. Vendor will manage/schedule its own resources during the project.
5. Customer will manage/schedule its own resources during the project.
6. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
7. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
8. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.
9. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Binding Affects and Agreements

The original Contract (RFP 1837, Section 2.3) states the County's policy that the "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." Knox County's Terms & Conditions, as outlined in the original RFP in response to which DataBank submitted its proposal, will take precedent over other documents, unless explicitly stated. This document will replace previously signed Statement of Work which will be rescinded; this mutually agreed upon updated version implemented in its place.

Acceptance of SOW

This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX	County of Knox
Company Name ("DataBank")	Company Name ("Customer")
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
Address	Address
City, State, Zip	City, State, Zip
___/___/___	___/___/___
Dated	Dated

RLA-6795 **37.**

Work Session

Meeting Date:	11/14/2016
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

Information

CAPTION

Consideration of the closure of a portion of Lovelace Road. The closure will affect the last approximately 1300 feet of Lovelace Road where it terminates into Melton Hill Lake. *(Engineering and Public Works)*

Attachments

lovelace

Attn: Senior Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

To whom it may concern:

On behalf of the residents of the H.E. Bittle subdivision and surrounding neighbors, I am requesting the closure of the last approximately 1300 feet of Lovelace Road, which is 14 feet wide. The portion of the road that we proposed to be closed does not intersect any other road. Lovelace Road is located in Knox County in the 37932 zip code off of Hickory Creek Road. We are requesting this closure due to nuisance to the residents caused by unwanted traffic that travels too fast and which the road is not adequate to handle. Also, illegal activities occurring at the dead end of the road which have been reported to the police department on several occasions but continue to persist. We would like to close this portion of the road and make it private drive way, with a small turnaround located just before 13176 Lovelace Road. We would like to request that the proposed closure be transferred to each of the adjacent property owners as indicated in the enclosed plat map of the road.

I will be acting as the representative for any closure hearings and my contact information can be found below. Enclosed you will find a document with signatures, addresses, and contact phone number of the property owners on the portion of the road which we are purposing to be closed; all are in favor of the closure.

Thank you for considering this measure that will help address the issues facing our neighborhood. We look forward to hearing from you soon.

Sincerely,

Allen Witt
13204 Lovelace Rd
Knoxville, TN 37932
865-776-4737

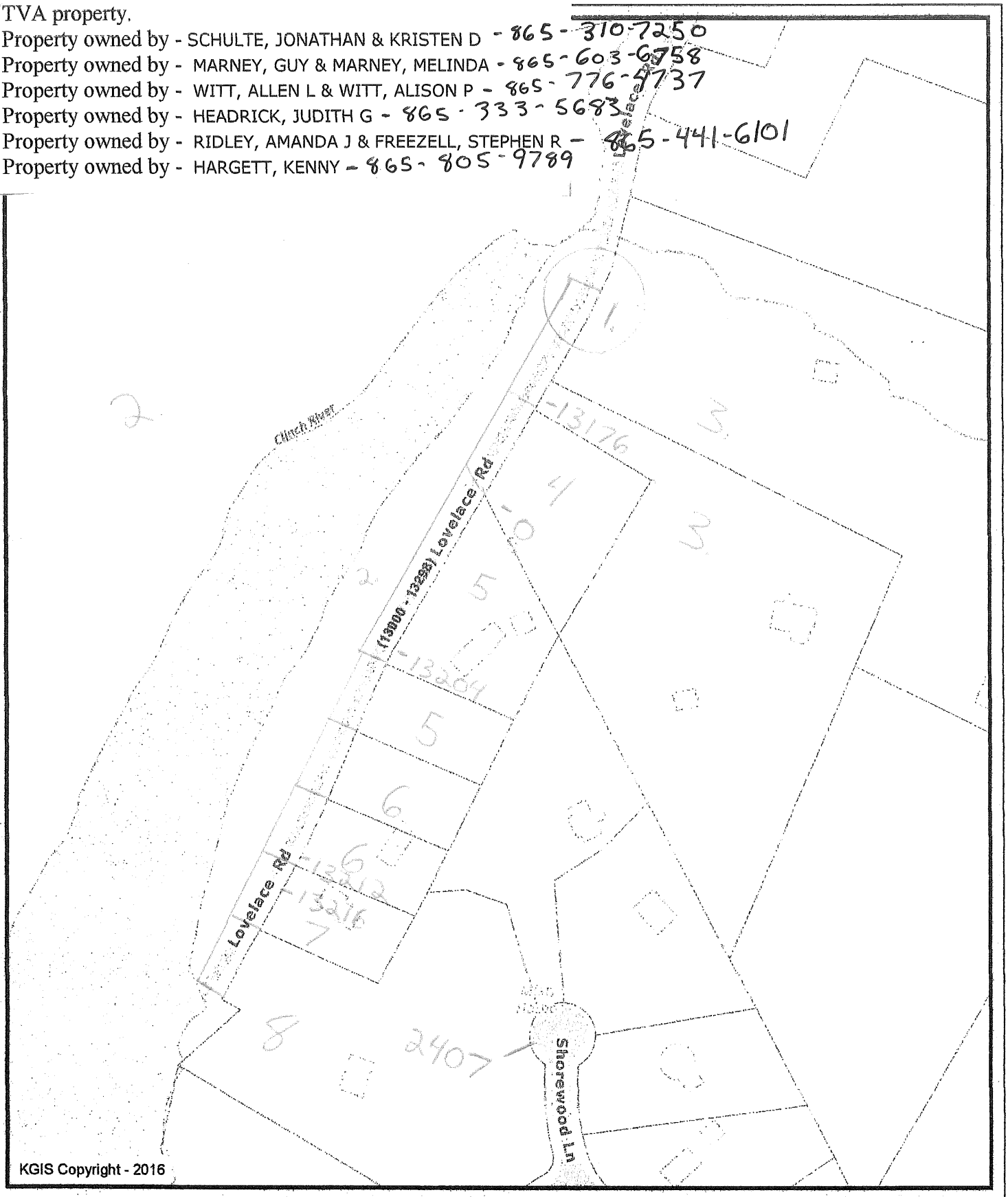
Enclosures: Plat map and Signature document

Right of Way Closure Canvass Form

All owners and holders of option on property abutting the proposed closure must sign the list below and express their opinion about this closure. A map showing the location and addresses of these properties must accompany this application.

Address	Signature	Agree	Disagree
13176 Lovelace Rd Knoxville TN 37932	865-310-7250	X	
13176 Lovelace Rd Knoxville TN 37932	696-0566	X	
13204 Lovelace Rd Knoxville, TN 37932		X	
13204 Lovelace Rd Knoxville, TN 37932		X	
13220 Lovelace Rd Knoxville TN 37932	692991 0212	X	
13220 Lovelace Rd Knoxville TN 37932	865 441-6101	X	
2407 SHOREWOOD LANE KNOXVILLE TN 37932	805-9789	X	
Parcel ID 128 00201 Site Name Lot 2 Clinch View Subdivision		X	
13172 Lovelace Rd (13212+13216) Knoxville, TN 37932 (128LA002A003)	333-5683	X	

1. Proposed turnaround.
2. TVA property.
3. Property owned by - SCHULTE, JONATHAN & KRISTEN D - 865-310-7250
4. Property owned by - MARNEY, GUY & MARNEY, MELINDA - 865-603-6758
5. Property owned by - WITT, ALLEN L & WITT, ALISON P - 865-776-4737
6. Property owned by - HEADRICK, JUDITH G - 865-333-5683
7. Property owned by - RIDLEY, AMANDA J & FREEZELL, STEPHEN R - 865-441-6101
8. Property owned by - HARGETT, KENNY - 865-805-9789



Letter Portrait

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Knoxville - Knox County - KUB Geographic Information System

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

Gmail witts Witt <alloydw917@gmail.com>

s sLovelace Road

1 message

witts Witt <alloydw917@gmail.com> Wed, Oct 12, 2016 at 3:55 PM
To: ampolly@tva.gov - Angela Sutton

Hello Angela,

I'm sending this to you from a different email address than I have used previously so I can attach some documents for your review. I have previously used awitt917@me.com in our communication concerning Lovelace road.

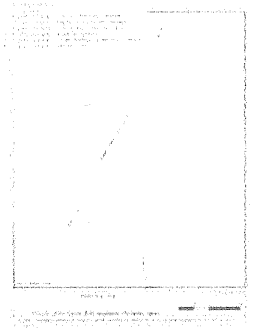
We have decided to request the road closure from the county as we have discussed previously. I have attached our letter of request to the county and a proposed plat map showing the section we are proposing to close and the turnaround we would like to install. The person I have been in contact with at the county is Jim Snowden, his phone number is 865-215-5808. We hope that this will solve the issues that we have been having at the end of the road.

If its ok I'm going to include a copy of this email in the documents we are submitting to the county, to show that we have notified TVA of our request to close the road.,

Sincerely,

Allen Witt
13204 Lovelace Rd
Knoxville, TN 37932
865-776-4737

2 attachments



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1513K

Closure Request Letter.docx
22K

RLA-6772 **38.**

Work Session

Meeting Date:	11/14/2016
Requested By:	Dora Compton, FINANCE DEPARTMENT
Department:	FINANCE DEPARTMENT
Requires Expenditure of Funds:	NO
Funded in Current Budget:	NO
Appropriation Required:	NO

Information

CAPTION

Line Item Transfers.
(Finance)

RLA-6792 **39.**

Work Session

Meeting Date:	11/14/2016		
Requested By:	Kathy Cate, LAW DEPARTMENT		
Department:	COUNTY MAYOR		
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 Richard Montgomery to the Knox Chapman Utility District Board of Commissioners.
(Law Department)

Attachments

Order of Mayor

ORDER OF THE KNOX COUNTY MAYOR
APPOINTING UTILITY DISTRICT COMMISSIONER

IN RE:	)
	)
COMMISSIONER APPOINTMENT	)
FOR THE KNOX CHAPMAN	)
UTILITY DISTRICT OF	)
KNOX COUNTY, TENNESSEE	)

By letter dated September 9, 2016 submitted by the Secretary of the Board of Commissioners of Knox Chapman Utility District, the Board of Commissioners of Knox Chapman Utility District of Knox County, Tennessee, certified an upcoming vacancy on said Board of Commissioners by the expiration of the term of Commissioner Richard Montgomery on October 6, 2016, and certified 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 subject to the administration of the oath of office, the nominee Richard Montgomery is hereby reappointed to the Board of Commissioners of the Knox Chapman Utility District of Knox County, Tennessee, to serve until October 6, 2020.

(b) That a copy of this Order shall be entered into the minutes of the Knox County Commission as is required by T.C.A. § 7-82-307(a)(4), and that a certified copy of this order be provided to the Knox Chapman 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 26th day of October, 2016.

TIM BURCHETT
KNOX COUNTY MAYOR

Oath of Office
of
Knox Chapman Utility District of Knox County

I, Richard Montgomery, do solemnly swear that I will execute the duties of the office of KNOX CHAPMAN 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.

Richard Montgomery

Subscribed and sworn to before me this 6th day of October, 2016.

TIM BURCHETT
Knox County Mayor

EXHIBIT
A

RLA-6793 **40.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Presentation of the Quarterly Efficiency Dividend Check by the Clerk of Courts.
(Criminal, General Sessions and Fourth Circuit Court Clerk)

RLA-6835 **41.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Spread of Record the Knox County Mayor's Employee Handbook.
(Law Department)

Attachments

Employee Handbook

KNOX COUNTY

Knox County Government
Knoxville, TN
2016

Employee Handbook

Cover Placeholder

Knox County Government
Employee Handbook

A GUIDE TO PERSONNEL POLICIES
AND
EMPLOYEE BENEFITS

TIM BURCHETT
COUNTY MAYOR

THIS HANDBOOK WAS PREPARED BY:

KNOX COUNTY
HUMAN RESOURCES DEPARTMENT

CITY-COUNTY BUILDING, SUITE 360
400 MAIN STREET
KNOXVILLE, TN 37902

FOR ADDITIONAL INFORMATION:

HUMAN RESOURCES

EMAIL	TELEPHONE	WEBSITE
humanres@knoxcounty.org	(865) 215-2321	www.knoxcounty.org/hr

BENEFITS

EMAIL	TELEPHONE	WEBSITE
benefits@knoxcounty.org	(865) 215-3800	www.knoxcounty.org/benefits

OFFICE OF COUNTY MAYOR TIM BURCHETT

400 Main Street, Suite 615, Knoxville, TN 37902

Dear Knox County Employee,

Thank you for choosing to work for Knox County. I hope you find this employee handbook helpful and easy to use.

Whether you are new to Knox County Government or have worked here for many years, this information is important for you to have. It covers our personnel policies, employee benefits, as well as your responsibilities and rights as a Knox County employee. I hope you will read this handbook carefully, and keep it for future reference.

If you have any questions about this handbook, please feel free to call the Knox County Human Resources Department. Contact information is provided on the inside cover.

I wish you great success as a Knox County employee, and I ask you to stand with me in our effort to ensure great **service**, high **efficiency** and financial **savings** for our taxpayers.

Sincerely,

Tim Burchett
Knox County Mayor

County.mayor@knoxcounty.org • phone 865.215.2005

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Check This Out

This Employee Handbook contains “check boxes” intended to highlight instructional information. These boxes give special emphasis to important topics and/or tell you the steps to make something happen.

When you see one of these “check boxes,” read the information carefully.

Introduction

We are pleased to introduce the revised Knox County employee handbook. This handbook has been designed to outline and summarize basic personnel policies, employee benefits, employee responsibilities and employee rights. This handbook is intended to be useful for all Knox County employees.

Knox County is committed to providing a quality workplace for employees. It is our goal to:

- Provide management that is skilled, fair and concerned about the welfare of our employees.
- Equitably compensate each employee in accordance with our classification and compensation plan.
- Fill vacancies or new positions, when possible, by transfer or promotion from within the County.
- Discuss willingly and frankly any problems, complaints or questions on County personnel policies.
- Keep employees informed of any changes that may affect them or their families.

The foundation of this handbook is the Base Personnel Policies that were approved and put into effect by the Knox County Commission. This handbook revokes and supersedes all prior handbooks, amendments, policies or communications related to the employee handbook.

This handbook was developed to provide general guidelines about Knox County Government's policies and procedures for employees; however, it does not contain promises to any employee about how any particular situation will be handled. It is a guide to assist employees in becoming familiar with some of the benefits and obligations of employment, including our policy of at-will employment. None of the guidelines in this handbook is intended to give rise to contractual rights or obligations, nor to be construed as a guarantee of employment for any specific period of time or any specific type of work. These guidelines, except the policy of employment at-will, are subject to modification, amendment or revocation by Knox County Government at any time, without advance notice. It is the intention of Knox County Government to adhere to all State and Federal laws. Any personnel policy found to be in conflict with a State or Federal law will be changed to ensure compliance with the law.

Amendments may be made periodically in the following process:

- Approved by the County Mayor,
- Reviewed by the Law Department,
- Approved by the County Commission (if required),
- Communicated to all Knox County employees, and
- Filed in the Knox County Clerk's Office.

It is your responsibility to ensure you have the most up-to-date version of the Handbook. All questions pertaining to information found in this Handbook should be referred to the Human Resources Director.

Policies for Employees of Elected Officials

Elected officials have the jurisdiction to create, maintain and administer separate personnel policies and procedures. In these cases, the elected officials will provide the Handbook and policies for their employees. A copy of these documents is on file in the Knox County Clerk's Office. T.C.A. § 5-23-103(a) outlines the initial procedure for elected officials to adopt base personnel policies and procedures separate from a county's base personnel policies.

State and Federal Policies

Equal Employment Opportunity Policy

Knox County maintains an equal employment opportunity policy and does not discriminate in hiring practices or terms and conditions of employment. All applicants and employees receive equal employment opportunities and all personnel decisions, actions, and conditions affecting employees, including, but not limited to assignment, transfer, promotion, and compensation, will be governed by the principles of equal opportunity.

Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or discipline because of political or religious opinions or affiliations or because of race, religion, national origin,
sex, age, sexual orientation, gender identity, disability, genetic information or veteran status shall be prohibited.

The Human Resources Director has been designated as the Equal Employment Opportunity (EEO) Officer for Knox County. The Human Resources Director will serve as EEO Officer for all county departments unless an Elected Official with responsibility for such department designates another person as EEO Officer to serve that Elected Official's department. The EEO Officer has overall responsibility for the implementation and monitoring of the County's Equal Employment Policy, as well as authority over the internal procedures employees use to settle EEO and harassment claims.

Equal Employment Opportunity Grievance Procedures

It is the policy of Knox County to establish a procedure for employees to follow in order to bring grievances of discrimination or harassment to the attention of management.

Procedure:

1. If there is a question or complaint regarding employment practices that you are unable to resolve with your immediate supervisor, you are encouraged to make that question or complaint known to the Equal Employment Opportunity (EEO) Officer (who is the Human Resources Director). You will be asked to state in writing the nature and detail of the complaint. Any employee filing a complaint will not be subject to retaliation.

2. The EEO Officer will investigate the complaint with your director or department head and any other person with knowledge of the situation.

3. You will be advised in writing of the results of the investigation and Knox County's decision regarding the complaint.

4. A record of the complaint and findings will become a part of the complaint investigation record, and the file will be maintained separately from your personnel file.

Workplace Harassment / Abusive Conduct Prevention Policy

Knox County believes that you should be provided with a working environment free from harassment. It is the policy of Knox County Government that verbal or physical conduct by any employee that harasses, disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment will not be tolerated.

If you believe you are being subjected to sexual, racial, religious, national origin, age, disability, or political harassment, or believe you are being discriminated against, you must bring this to the County's attention. The nature of harassment often makes it impossible to detect unless the person being harassed registers his or her discontent with the appropriate authorities. You have a responsibility to report or complain as soon as possible to the appropriate supervisor, to your director or to the Human Resources Director.

All complaints of harassment must be investigated promptly and impartially, with confidentiality maintained to the greatest extent possible. In all cases, you will be advised of the findings following the investigation.

Any employee, supervisor, or director who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, up to and including discharge.

Abusive Conduct Prevention Policy: Knox County believes that all employees have the right to be treated with dignity and respect in the workplace. No employee shall engage in threatening, violent, intimidating or abusive conduct or behavior. Abusive conduct includes but is not limited to:

- Repeated verbal abuse such as derogatory remarks or insults; or
- Nonverbal conduct that is threatening, intimidating or humiliating; or
- Sabotaging or undermining an employee's work performance.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does not include:

- Disciplinary procedures as provide in this handbook; or
- Routine counseling or correction of work performance; or
- Reasonable work assignments; or
- Individual differences in styles of personal expression; or
- Passionate expression with no intent to harm others; or
- Differences of opinion on work related concerns; or
- The non-abusive exercise of managerial prerogative.

All employees are encouraged to report abusive conduct, however the County recognizes that intentional false allegations can have a serious effect on innocent people. Employees who falsely accuse another employee under this policy will be subject to appropriate disciplinary action.

If you believe you are the victim of harassment or abusive behavior you must report or complain as soon as possible to your supervisor, to your director, or to the Human Resources Director. You may decide to which of these three persons the report will be made.

Sexual Harassment: Each director, supervisor, and employee has a responsibility to maintain the workplace free of any form of sexual harassment. Sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is prohibited. Such conduct includes but is not limited to:

- Sexual flirtations, touching, advances, or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual;
- The display of sexually suggestive objects or pictures, including nude photographs.

As with any form of harassment, you have the responsibility to report sexual harassment to an appropriate authority as soon as possible. You may report to either your supervisor, department director, or the Human Resources Director. Your complaint of sexual harassment must be investigated promptly and impartially, with confidentiality maintained to the greatest extent possible. You will be advised of the findings following the investigation.

Any employee, supervisor, or director who is found to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, up to and including discharge.

Americans with Disabilities Act (ADA)

Knox County Government complies with the Americans with Disabilities Act of 1990, Public Law 101-336 (ADA), which prohibits discrimination on the basis of disability. The ADA prohibits employers with 15 or more employees from discriminating against qualified job applicants and employees who are or become disabled.

Knox County Government is committed to providing reasonable accommodations to qualified individuals with disabilities, unless it would impose an undue hardship on the employer. If you have a disability, you may request a reasonable accommodation at any time during the application process or during the period of employment. You, your health professional, or any other representative acting on your behalf may request an accommodation. This may be done verbally or by completing a reasonable accommodation request form. This form may be obtained from your supervisor or the Knox County Human Resources Department.

If you have a disability and need an accommodation to perform your job duties or to receive any regular benefit or condition of employment, you should make the request to your supervisor verbally, in a written memo or by using a special form. Any other person may assist in making this request.

Reasonable documentation from an appropriate healthcare or rehabilitation professional will be required to establish that you have an ADA disability and that the disability necessitates a reasonable accommodation.

Title VI of the Civil Rights Act of 1964

Knox County Government complies with Title VI of the Civil Rights Act of 1964. This act requires that agencies receiving federal money develop and implement plans to ensure that no one receiving benefits under a federally funded program is discriminated against on the basis of race, color, or national origin.

To report any complaints or to receive additional information about Title VI, contact the Compliance Coordinator at (865) 215-2952.

Veteran's Preference

Veteran's preference is observed for veterans who served full-time in the Unites States Armed Forces. Any person claiming a veteran's preference under this section shall submit satisfactory proof of service and honorable discharge with the employment application. The preferences established by this section shall be applicable to recruitment, hiring for employment or advancement in employment classifications managed and maintained by the County Human Resources Director. Candidates who have the minimum qualifications will be invited to interview.

Background Checks for Job Applications

If you are selected for employment with Knox County, a background check will be conducted. The County follows the policy guidelines of the U.S. Equal Employment Opportunity Commission (EEOC) when conducting background checks and fully complies with the law under Title VII of the Civil Rights Act of 1964.

- A background check will only be conducted on an applicant who has received a conditional offer of employment.
- Information sought in a background check will only be job-related.
- Information obtained during a background check will be kept confidential.
- Applicants must sign a written acknowledgment form granting the County permission to do a background check.
- Types of background checks:
    - Criminal Background Checks. Criminal background checks will be conducted on all applicants once they are selected for employment.

- Vehicle Driving Records. Vehicle driving records are checked if your job duties require you to drive a vehicle on county business.
- Credit History Background Checks. A credit history background will only be conducted if your primary job duties will include handling money, finances or auditing.
- Verification of Education and Professional Credentials. Some county departments may verify educational or professional certification of all selected job applicants in that department.
- DOT Background Check. Commercial truck drivers who are selected for a county job driving a truck will have a DOT background check from the applicant's previous employer.

The Human Resources Director will be responsible for evaluating applicant background checks and complying with all laws and regulations pertaining to background checks.

HIPAA

Knox County Government complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and follows guidelines involving the protected health information of employees, dependents and patients.

Code of Ethics

It is the policy of Knox County Government to uphold, promote and demand the highest standards of ethics from all employees and officials, whether elected or appointed. Accordingly, all county employees should maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties; avoid any improprieties in their roles as public servants; and never use their county position or powers for improper personal gain.

Ethical Conduct

You are required to maintain the highest ethical standards in the conduct of your official duties. This also applies to non-work situations when you identify yourself as a County employee (i.e., wearing a County identification badge, distributing a County business card, wearing a County uniform, driving a County vehicle, etc.). In order to fulfill this requirement, the following points are made:

- Personal characteristics such as honesty, courtesy, dependability, sobriety, industry and use of sound judgment are required for all employees in all classes of work in County government.
- There shall be no activity which is in conflict with the interest of your official duties.
- You cannot use your position with the County for private interest.

Duty to Report

If you have direct or indirect knowledge of any suspected illegal, improper, wasteful or fraudulent activity involving an employee with Knox County, you must immediately report such activities to your supervisor, department director, the Director of Human Resources or the Knox County Hotline. Failure to report such activity may lead to disciplinary action up to and including termination.

Conflict of Interest

Employment with Knox County Government is a public trust. You must not have any financial interest in, or receive any financial benefit from, any acquisition or expenditure related to County activities that interferes or conflicts with the full discharge of your duties.

Knox County Hotline

Tennessee law requires that Knox County establish a confidential way for employees and the general public to report illegal, improper, wasteful or fraudulent activity in county government.

If you observe any employee engaging in activity which you consider illegal, improper, wasteful or fraudulent in Knox County Government, please call the Toll-Free Hotline: 1-866-858-4443 or reports can be completed online: knoxcounty.alertline.com Reports can be made anonymously and confidentially. The Hotline operates 24/7.

Political Activity

You may join or affiliate with civic organizations of a partisan or a political nature, may attend political meetings and may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of Tennessee and in accordance with the Constitution and the laws of the United States of America.

However, you may not:

- Engage in any political activity while on duty;
- Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
- Be required as a duty of employment or as a condition of employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- Coerce or compel contributions for political or partisan purposes from another employee of the County; or
- Use any supplies or equipment of the County for political or partisan purposes.

Secondary Employment

You shall not engage in any outside employment which adversely affects your work performance as an employee of the County or creates a conflict of interest.

If you engage in other employment, you must notify your supervisor in writing stating the name of the employer, the nature of work or business, specific duties and hours worked per week. Your supervisor will send a copy of these statements to the Human Resources Director for placement in your personnel file. If your supervisor believes there may be a potential incompatibility between the outside employment and County employment due to either the number of work hours or nature of work or scheduling requirements, he/she shall submit appropriate recommendations to the Human Resources Director. The final decision will be made jointly by the Human Resources Director and your department director.

If you work another job, you must notify your supervisor in writing and state the employer, type of work, job duties, and hours worked per week. This job cannot conflict with your primary job at Knox County.

You shall at all times give first priority to the performance of your Knox County job. County work schedules will not be adjusted to accommodate non-County work schedules.

Nepotism

You are not permitted to directly supervise a relative. Direct or immediate supervision includes, but is not limited to, any participation in the hiring decision, promotional decision, work assignment decision, shift assignment decision, disciplinary decision or the evaluation process of another employee.

Violations occurring as a result of marriage, living arrangement, promotion or reorganization shall be resolved by transfer to another department or resignation/termination to eliminate the violation.

For the purpose of this policy, "relative" means parent, step-parent, foster parent, parent-in-law, child, spouse, brother, brother-in-law, foster brother, step-brother, sister, sister-in-law, foster sister, step-sister, grandparent, son-in-law, daughter-in-law, grandchild, or other person who resides in the same household. A court-appointed legal guardian or an individual who has acted as a parent substitute is also included within this definition.

For the purpose of this policy, "department" means the major departments of Knox County Government as created by the County Mayor and approved by resolution of the Knox County Commission.

County Equipment

County equipment, materials, vehicles, and/or other resources assigned to you shall be used with care and economy, and shall be used only for County purposes. Waste or misuse of County resources may result in disciplinary action, up to and including discharge.

Gifts and Contributions

You may not solicit or accept, either directly or indirectly, for yourself or for any member of your household, any gift, gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee or anything of monetary value from any person who:

- Has, or is seeking to obtain, contractual or other business or financial relations with the department or agency of Knox County by which you are employed; or
- Conducts operations or activities that are regulated by the department of Knox County by which you are employed; or
- Has interests that may be substantially affected by the performance or nonperformance of your official duties.

Exceptions

The prohibitions on accepting gifts, entertainment and favors do not apply to:

- Meals and entertainment: Food, beverage and entertainment provided as part of a meal or other event if the value of such items does not exceed thirty-five dollars ($35) per occasion, with the limit of two (2) meals per day.

- Family members or friends of long standing: There is no prohibition if the circumstances make it clear that it is the relationship, rather than the business or the persons concerned, which is the motivating factor and where the value of the gift, entertainment or favor is appropriate to the circumstance and consistent with the long-standing relationship. If such a gift, entertainment, or favor exceeds $100 in value, you must disclose the nature and value of the gift, entertainment or favor in a letter to the County Mayor.

- Ordinary loans: There is no prohibition if the loan is from an established financial institution made in the course of business on usual and customary terms. However, there can be no guarantees or collateral provided by any person described in the first paragraph of this section on Gifts and Contributions.

- Unsolicited advertising material: You may keep and use gift items with advertising (calendars, pens, key chains, etc.) as long as you did not request the items and they are of nominal value.

Classification and Compensation

Probationary Employees

Your first twelve consecutive months of employment are considered the probationary period. During this time, you may be terminated except in the case of alleged discrimination on the basis of political affiliation, race, national origin, sex, age, religion, disability or veteran status.
Your supervisor will evaluate your performance after six months during the probationary period. The evaluation will be in writing, reviewed with you and placed in your personnel file.

Your supervisor may evaluate your performance more often during the probationary period.

If the hiring authority determines that your services should be terminated before the end of the probationary period, you will be notified in writing.

If you transfer to another position under the administration of the County Mayor, you will not begin a new probationary period. However, employees who transfer from the offices of another elected official (i.e., Sheriff, court systems, etc.) will begin their probationary period on the transfer date.

Temporary and Seasonal Employees

You are considered a temporary employee when hired for a stated or specific term of employment of less than one (1) year.

Part-Time Employees

You are a part-time employee if hired to work less than 30 hours per week on a regular basis.

Full-Time Employees

You are a full-time employee if hired to work a minimum of 30 hours per week on a regular basis.

Employment At-Will

Knox County Government is an at-will employer and as such there is no specific length or guarantee of continued employment. Either you or the County may terminate your employment at-will, without cause or prior notice, at any time. None of the County's policies may be construed to create a contract of employment or any other legal obligation, express or implied, and any policy may be amended, revised, supplemented, rescinded or otherwise altered, in whole or in part, at any time, at the sole and absolute discretion of Knox County.

Job Classification

All job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge and abilities necessary for the job. The Human Resources Department keeps job descriptions on file. When you begin a new position, you should receive a copy of your job description.

Compensation Plan

The compensation plan intends to provide equal compensation for work of equivalent responsibility, pay according to work performance and/or outstanding service and establish pay rates which are comparable with those of regional governmental employers. Each position is rated according to experience, knowledge, training, duty complexity, leadership, effect of errors, communication, problem solving, physical demands, potential work hazards, stewardship/responsibility and education.

Employees are generally hired at the first step of the position's pay grade but may receive a different amount depending on experience and skill level.

Pay Periods

You are paid on a bi-weekly basis. Payroll checks are available every other Friday. Some pay dates may occur earlier due to holidays.

Exempt and Non-exempt Employees

If you are a non-exempt employee, you are covered by the overtime provisions of the Fair Labor Standards Act. You will receive time and one-half in compensatory time for any time actually worked beyond forty (40) hours in one week. (Time off such as holidays, annual leave, or sick leave does not count as time worked.)

If you are an exempt employee, you are not covered by the overtime provisions of the Fair Labor Standards Act. There are several categories of exempt employees, including those in bona fide executive, administrative and professional positions. Exempt employees do not receive compensatory time regardless of time worked.

Classifying a position as "exempt" is made on the basis of comparing actual job duties with criteria established by the Department of Labor. A job title, for example, is not sufficient data to classify a job as exempt from overtime status. The Responsibility for classifying Knox County positions as exempt or non-exempt lies with the Human Resources Department.

Overtime Compensation/Compensatory Time

In accordance with the Fair Labor Standards Act, Knox County grants non-exempt employees compensatory time off instead of payment for time worked in excess of forty (40) hours in a work week. Compensatory time will be granted at time and one-half for all time worked in excess of forty (40) hours.

You may use accrued compensatory time within a reasonable period after making the request if your absence does not unduly disrupt the operations of the department.

If you wish to use "comp time," you should request leave using the procedure in place in your department. Be aware that work and staffing may impact approval, but your supervisor should make a reasonable effort to honor your request.

Compensatory time is cumulative to a maximum of 240 hours (160 hours of actual overtime worked) for all eligible Knox County employees. No hours of compensatory time may be accrued beyond the maximum of 240 hours, except under the following circumstances:

If your additional work hours were for a public safety activity, an emergency response activity, or a seasonal activity, you may accrue no more than 480 hours of compensatory time (320 hours of actual overtime worked).

All accrued compensatory time must be used by June 30 of each year.

Working During Lunch Periods

Lunch period is time set aside for eating. The time is not considered part of the basic workday and no pay is earned during this period.

A workday may not be shortened by "working through" or reducing the lunch period on a voluntary basis. Eliminating or reducing your lunch period requires prior approval from your immediate supervisor. Such approvals must be limited and will typically be for one day due to unusual or special circumstances. Working through the lunch period is not to be used as an on-going solution for scheduling issues.

If you need to make a one-time adjustment to your work schedule, you may ask your immediate supervisor, in advance, for permission to reduce or eliminate your lunch period on the day in question. This may not be used on an on-going basis.

Working Before/After Regular Hours

You may not voluntarily begin work early, or work after hours, to extend your workday for the purpose of accumulating compensatory time. Prior approval from the immediate supervisor is required for any adjustment to the work schedule.

General Personnel Policies

Attendance

You are an important member of the Knox County Government team. We are committed to providing the highest level of government services and functions to better serve the community. In order to accomplish this, your prompt and regular attendance is required.

In case of an illness or injury that would prevent you from reporting to work at the scheduled time, you are required to speak directly to your supervisor. If your supervisor is unavailable, you are required to speak directly to the next-level manager or director, or to the person designated by your supervisor.

You must telephone your supervisor (or next-level manager or designee) and speak directly to that person to give notification of absence or tardiness. Leaving a message does not meet this requirement.

Failure to provide notification of absence for three (3) consecutive workdays may result in removal from the payroll as having resigned without notice. Employees who resign under such circumstances are not eligible for rehire.

Work Hours and Time Records

The normal work week consists of 37.5 hours or 40 hours depending on the job classification and work location. Core business hours are 8:00 am to 4:30 pm. Some jobs may require other hours of service. In such cases, the immediate supervisor will inform you of your work hours.

You will be responsible for completing a Knox County time sheet with your beginning and ending work times, including lunch. This is necessary for payroll calculation of your earnings. Non-exempt and exempt employees are required to complete an accurate time sheet of beginning and ending work times, including lunch.

Anyone who willfully falsifies a time record will be subject to immediate dismissal.

You will be subject to immediate dismissal if you willfully falsify your time record. The same consequence applies if you falsify, or interfere with, the time record of any other employee.

Canvassing or Solicitation

Non-employees are not permitted to solicit verbally or by distribution of written material to Knox County employees or the general public for commercial purposes during work hours in work areas.

Solicitations by Knox County employees made to other Knox County employees are permitted only in non-work areas and during non-work hours.

Non-work areas include lobbies, hallways, elevators, stairs, sidewalks, parking areas, patios, lunchrooms or other areas not regularly scheduled for work activities. Non-work hours include before and after scheduled work hours, lunch periods and approved breaks.

Employees or outside charitable organizations who wish to solicit Knox County employees for charitable purposes or to schedule activities in Knox County offices, must submit a written request and must be approved by the County Mayor.

If you wish to schedule activities in Knox County offices or solicit other employees for charitable purposes, first:

- ***Submit a request in writing to the County Mayor (or the official in charge)***
- ***Receive approval***

Inclement Weather

Inclement Weather without Official Closing: Inclement weather usually does not warrant closing of county offices. Absence due to inclement weather requires you to make a personal judgment pertaining to your safety in traveling to and from work. Loss of work time for this reason is charged to your accrued compensatory time or annual leave. If you have no compensatory time or annual leave, then the time is charged as leave without pay.

Officials Closings Due to Inclement Weather: The County Mayor will decide if Knox County offices will be closed on normal work days during inclement weather. The official outlet for closing information is the County's website, www.knoxcounty.org. Closing information will be posted on the county website and on social media before it is distributed anywhere else. Closing information will also be given to Knoxville media outlets for publication, if they so choose. Senior Directors or their designees may determine closing for departments that work evenings and/or weekends (i.e., Library).

The County Mayor will also contact your director to inform him/her of the closing and each department will have a notification process. If you have any question about an official closing, you should contact your immediate supervisor.

The County Mayor (or designated Senior Directors) will also determine whether certain "critical emergency service personnel" must report to work during inclement weather. Such personnel may include employees from:

- Engineering and Public Works,
- Medical Examiner's Office,
- Health Department, and
- Information Technology.

If other employees are needed to assist with services, they will be contacted by a supervisor.

If you are not required to work during an inclement weather closing, you will receive administrative pay for your regularly scheduled working hours during the period of closing.

If you are among the critical emergency service personnel who must work, you will receive wages plus compensatory time for the hours actually worked.

If you are not scheduled to work during an inclement weather closing, you will not be paid for the closing.

If you are on annual, sick, or any other leave with pay during the declared times of closing, you will receive administrative leave with pay and will not have to charge that time to leave.

Central Personnel Files

The central personnel files are public record and are maintained in the Human Resources Department. To review a file, contact the Human Resources Office at (865) 215-2321. A sign-out sheet will be in each file showing who reviewed the file and the date. An employee of the Human Resources Department will remain in the room while the file is being reviewed.

It is important that you promptly report any change to the Human Resources Department. Other records, such as educational accomplishments, should also be reported as they are factors in consideration for future promotional opportunity. Be sure that the Human Resources Department always has your correct:

- Address and contact numbers such as telephone, mobile phone, and email address, *etc*;
- Marital status;
- Any increase or decrease in number of dependents;
- Any change affecting Social Security records; and

If you experience a change in educational status, identifying information, or family status, you should report these changes to the Human Resources Department at (865) 215-2321.

- Your correct beneficiary.

Tennessee law (TCA Sections 10-7-502 through 10-7-507) requires that "all state, county, and municipal records… shall at all times, during business hours, be open for… inspection by any citizen of Tennessee." The statute applies to personnel records and allows you to review your personnel file, as well as allowing any member of the public to do so. (Medical records are not part of the personnel file.)

There is, however, restricted access to certain types of employee information. The following records of government employees will not be open for inspection by members of the public:

- Home address;
- Home telephone and personal cellular numbers;
- Bank account information;
- Social security numbers;
- Driver's license information;
- Personal, nongovernment issued email address;
- Emergency contact information; and
- Same information about an employee's immediate family members.

Performance Appraisals

If you are a probationary employee, your supervisor is required to give you an evaluation (every six months) during the probationary period. After the probationary period, you are evaluated annually.

The performance appraisal is a systematic method of appraising and strengthening your performance. Your supervisor makes a rated evaluation based on factors such as job knowledge, job duties, leadership, promotion of accuracy, safety, communication, problem solving, stewardship and responsibility. He or she reviews your job description for any necessary changes and gives you feedback about your performance. Together you may develop goals to improve your job skills and enhance your performance.

Promotions, Transfers and Reassignments

Promotions: Knox County continually strives to promote employees and fill job vacancies on an equal opportunity basis. Promotions are based on an objective evaluation of each vacancy and the candidates involved. Vacancies will be advertised and, when possible, Knox County will promote from within and will first consider employees with the necessary qualifications and skills, unless outside recruitment is deemed to be in the best interest of the County.

You may view job postings on the central job posting bulletin board outside the Human Resources Department, on various bulletin boards throughout the county system, and on the Knox County web site (www.knoxcounty.org/hr). Other local agencies may also receive notice of postings including The University of Tennessee. Selected openings may be advertised in the local newspaper.

Transfers and Reassignments: It is the policy of Knox County Government that it may, at its discretion, initiate or approve employee job transfers.

You may

If you want to transfer to another job within Knox County Government, you should submit an application for the desired position. (It must be currently posted.) You must have held your current position at least six months, had satisfactory performance and discipline records during that time, and be qualified for the new position. Transfers are not automatic – you will compete with all other applicants for the vacant position.

request a voluntary job transfer by applying for a posted open position. However, to be eligible for a voluntary transfer, you must be able to meet the requirements of the new position, must have satisfactory performance, must have held your current position for at least six months, and must have no adverse disciplinary actions during the same time period. The six month requirement may be waived in situations where a transfer or reassignment is within the best interest of the County.

Progressive Discipline Procedure

In cases where an employee displays inappropriate conduct or poor performance – and the activity does not call for automatic dismissal – Knox County may or may not follow a progressive discipline process. This is a system that consists of corrective action, documentation and adverse action. The three steps of progressive discipline include:

1. Verbal – The first step is usually a verbal warning from the supervisor to identify the problem and to state the corrective action needed. The supervisor documents this step (including dates, times, and details of incidents of improper conduct or poor performance) and the date the warning was given. The supervisor sends this documentation to the Human Resources Director who will review it and place it in the employee's personnel file. The employee may submit a separate written statement for the file, if desired.

   If there have been no other disciplinary actions taken after (1) one year, the employee can make a written request that the verbal warning be removed from the personnel file.

2. Written – The second step in the process is a written warning with specific examples cited. The supervisor prepares a letter or memo that states a specific time frame in which the employee must improve and gives the exact consequences of failure to improve. Prior to issuing the letter, the supervisor must review it with his/her director. A copy of the letter is forwarded to the Human Resources Director for review and placement in the employee's personnel file. The employee has the option of submitting a written statement which will also be placed in the file.

3. Adverse Action – If repeated attempts at corrective action fail to produce satisfactory results, some form of adverse action may be taken. The term "adverse action" means actions involving suspension, demotion, or dismissal. Before any adverse action becomes effective, the supervisor must obtain the approval from the appropriate hiring authority and the approval of the Human Resources Director or his/her designee.

   Any employee who receives three (3) documented warnings in a 12-month period is subject to dismissal as is the employee who receives repeated disciplinary actions for any

reason.

Knox County is under no obligation to follow these steps in sequence or even to follow them at all. Knox County reserves the right to terminate anyone's employment immediately without warning. Either you or Knox County may terminate your employment at will, without cause or prior notice, at any time.

Suspensions

The hiring authority, who is the manager or director of a department, may suspend you for cause and without pay for a period of time not to exceed ten (10) working days in any three-month period. You may not take annual leave, sick leave, or compensatory leave ("comp time") while on suspension.

The progressive discipline process may be followed prior to suspension, unless the situation warrants automatic suspension.

Demotions

A demotion is an assignment to a job at a lesser basic pay rate. There are two kinds of demotions: (1) demotions for cause and (2) demotions due to a reduction in workforce.

Demotion for Cause: A demotion may be made for cause including, but not limited to, violations of rules, failure to perform job duties adequately, misconduct or neglect of duty. The progressive discipline process may be followed prior to demotion.

Demotion Due to Reduction in Force: If a demotion is based on a reduction in force, you will be given consideration, based on seniority and work performance record, for future openings in higher job classifications. No progressive discipline process is necessary for a demotion based on reduction in force.

Dismissals/Terminations

Immediate dismissals may be made for cause including, but not limited to, your action or behavior that constitutes:

- Insubordination (refusal to follow supervisor's instructions),
- Endangering your own health or safety or the health or safety of other employees or citizens,
- Making fraudulent statements on employee applications or job records,
- Absence from work without authorization or notification,
- Theft, vandalism, or willful destruction of County or employee property,
- Any violation of the County Alcohol and Drug Policy,
- Falsifying a time and attendance record,
- Improper or unsafe operation of a county vehicle as specified in the Fleet Safety Program, and
- Any other infraction when dismissal is determined to be in the best interest of the County.

Dismissals that follow the progressive discipline process are permitted for reasons that include but are not limited to:

- Misconduct,
- Willful neglect of duties,

- Failure to perform job duties,
- Repeated tardiness or absence,
- Violation of departmental rules,
- Email abuse, and
- Internet abuse.

Any

To resign your job, give a written notice to either your immediate supervisor or department director. You must do this at least ten (10) working days before your last day of work.

employee who receives three (3) documented warnings in a 12-month period is subject to dismissal as is the employee who receives repeated disciplinary actions for any reason.

Knox County is under no obligation to follow these steps in sequence or even to follow them at all. Knox County reserves the right to terminate anyone's employment immediately without warning.

Resignations

If you want to resign your position, you should notify your immediate supervisor or the department director in writing no less than ten (10) working days before your expected termination date. Failure to provide such a notice will be recorded in your personnel file and may constitute grounds for "no-rehire."

After you give notice, your supervisor or department director can release you from the job in less than ten (10) working days provided that all state and federal legal requirements are met.

Reduction in Force

A reduction in force is the release of an employee due to lack of funds, curtailment of work, or reorganization. If you are discharged because of a reduction, you are considered terminated unless you are offered and accept another position.

The department director will determine when a reduction in force is warranted and which employee(s) will be released. The decision about individual employees is made with consideration of job knowledge, skills, and work performance. If all factors are equal, seniority will govern. If you lose your job through a reduction in force, you may apply for other posted positions, now or in the future.

Safety

Knox County is concerned for your health and safety in the performance of your job. You must observe all safety rules.

Any workplace accidents, incidents or injuries must be reported immediately to your direct supervisor and the Risk Management Department. You will also have to complete a written report and send it to Risk Management within 48 hours. If you are injured and unable to report immediately, then you should report the incident as soon as possible. Your supervisor will also have to file a report.

If your wages are garnished, be sure that all correspondence to your employer are sent to:

Knox County Payroll Department
Room 635 City-County Building
400 Main Street
Knoxville, TN 37902

The Risk Management Department also sponsors a Safety Committee with membership representing all areas of Knox County. This group meets monthly and advises both management and employees on matters of safety and health.

For additional information about any safety concern, please contact the Risk Management Department.

Garnishments and Levies

In the event that garnishment or similar proceedings are instituted against an employee, Knox County Government will deduct the required amount from the employee's paycheck.

Alcohol and Drugs – Drug Free Workplace Policy

You must report workplace accidents, incidents, or injuries to your direct supervisor as soon as possible. You will also have to complete a report and return it to the Risk Management Department.

Knox County Government is committed to a safe working environment and to making adequate provisions for the safety and health of its employees at their place of employment.

The County regards its personnel as individuals as well as employees and believes that alcoholism and drug addictions are illnesses and should be treated as such.

Knox County further believes that if you develop alcoholism or other drug addictions, you can be helped to recover and should be offered appropriate assistance. It is in the best interest of you and the County that when alcoholism or drug addiction is present, it should be diagnosed and treated at the earliest possible date. Confidential treatment of the diagnosis and recovery process for alcoholism or drug addiction is essential.

Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Knox County Government and its employees share a commitment to create and maintain a drug-free workplace.

The full Drug and Alcohol policy is available from the Human Resources Department. Please call (865) 215-2321 if you would like a copy. This section offers a brief summary of that policy.

Pre-Employment Testing: All applicants considered for employment in safety-sensitive positions are required to submit to a urinalysis test for the detection of the illegal use of drugs, examples are:

- Lifeguard
- Laborer
- Light-equipment operator
- Heavy-equipment operator
- All positions requiring a commercial driver's license (CDL)
- Equipment Operator
- Mechanic
- Medical Examiner
- Medical Legal Death Investigator
- Autopsy Technician

Employees on Duty or on County Property: You must not manufacture, distribute, dispense, possess, or use illegal drugs or drug paraphernalia, nor may you be under the influence of such drugs. Furthermore, you must not be under any degree of intoxication or odor from alcohol, or possess open alcoholic beverage containers while on duty, or on County property or in attendance at County approved functions.

Use of Prescription Drugs: You must not use or take prescription drugs above the level recommended by your prescribing physician and must not use prescribed drugs for purposes other than those for which they are intended.

If you are authorized to drive a county vehicle, you must notify your supervisor or director of any illness, physical condition or use of medication that may impair or affect your ability to safely drive a vehicle. Failure to notify your superior that you are taking medication that may affect driving may lead to disciplinary action up to and including discharge (See *Fleet Safety Program* §10(A), 2016).

Employees Convicted of a Criminal Drug Law: If you are convicted of any criminal drug law (including alcohol, prescription drugs, or over-the-counter drugs), you must notify your supervisor or director no later than five (5) days after the conviction. Within thirty (30) days after receiving notice of a conviction, the County will take appropriate disciplinary action and/or refer the employee to an appropriate substance abuse rehabilitation program. Your failure to report the conviction within the time prescribed will lead to disciplinary action up to and including discharge.

A consequence of violating Knox County's Alcohol and Drug Policy may include automatic dismissal, meaning that the usual progressive discipline process is bypassed.

Reasonable Suspicion of Drug or Alcohol Use: Whenever a department director, the Human Resource Director and/or someone authorized in his/her absence reasonably suspects that your work performance or on-the-job behavior may have been affected in any way by illegal drugs or alcohol or that you have otherwise violated the Knox County Government Drug-Free Workplace Substance Abuse Policy, you may be required to submit a breath and/or urine sample for drug and alcohol testing.

When a supervisor observes or is notified of behaviors or events that lead the supervisor to believe that an employee is in violation of the Drug-Free Workplace Substance Abuse Policy, the supervisor must notify the hiring authority or director.

Refusal to Submit to Required Testing: If you are required to submit to drug/alcohol testing based upon reasonable suspicion and refuse, you may be charged with insubordination and necessary procedures may be taken to terminate your employment.

Tobacco Use

Tobacco products including electronic/vapor cigarettes may only be used outside buildings in a specific area designated by the building manager. Ask your supervisor where this area is located in your building. Additionally, tobacco products including electronic/vapor cigarettes may not be used in any vehicle owned or leased by the County.

Computer, Smartphones, Tablets and other Tech Equipment

Computers, smartphones, tablets and other tech and related equipment and software are County property and are provided for the use of County employees for conducting County business. These items include, but are not limited to, smart phones and other tech equipment, hardware, software, and computer files and documents

The County has the right to monitor any and all of its computers. This includes but is not limited to:

- Monitoring your internet usage,
- Reviewing any downloaded or uploaded material,
- Reviewing emails sent or received by you, and/or
- Monitoring the content of stored files on your county computer, smart phones, tablets or other tech and related equipment.

Passwords: All passwords used to gain access to any device owned by the County must be provided to the department director or the Information Technology department upon request. The use of undisclosed passwords is prohibited.

Knox County will not request or require an employee to disclose a password that allows access to the employees' personal accounts.

Prohibited Uses: Sending, displaying, circulating, or storing inappropriate, illegal or sexually explicit material is prohibited.

No software or hardware may be installed or downloaded on county computers without the written permission of the Director of Information Technology.

Playing computer games on county computers is prohibited.

The email system may not be used to solicit or to conduct personal business ventures.

Employees must comply with all software licenses, copyrights and all other local, state and federal laws governing intellectual property and online activity.

Employees who violate this policy shall be subject to legal and/or criminal prosecution. Computers, smartphones, tablets and other tech equipment that have been used to violate this policy may be disconnected from the network until such violations are corrected. Employees must immediately notify their immediate supervisor or department director upon learning of any violations of this policy.

Leave Policies

Annual Leave/Vacation

If you work 18.5 hours or more per week on a regular basis (including during probation), you are eligible for annual leave. The following guidelines apply:

- You may take annual leave anytime during the calendar year (with prior approval) Jan. 1 through Dec. 31.
- If you are involved in military training, you will continue to earn leave while being paid.
- You accrue leave based on the number of paid hours in a pay period. This number may be greater or lesser than your scheduled hours.
- Your accrual rate increases each year as shown on the table below. The accrual factor increase takes effect the first pay period following your employment anniversary date.

Annual Leave
Accrual Factor Table

Years of Service	Accrual Factor	Maximum Accrued Hours per Year*
Less than 1	.0462	96
1	.0500	104
2	.0538	112
3	.0577	120
4	.0615	128
5	.0654	136
6	.0692	144
7	.0731	152
8	.0769	160
9-20	.0808	168
Over 20	.0923	192

*Based on a 40-hour work week.

To calculate your earned hours of annual leave:

- ***From the Accrual Factor Table, find the line for the number of years you have been employed.***
- ***Multiply the Accrual Factor number on that line by the number of hours in your bi-weekly pay period (64, 75, 80, etc.).***
- ***That answer tells you how many hours of annual leave you earn per bi-weekly pay period.***
- ***To determine how many days of annual leave you earn per year, multiply that number by 26 (number of pay periods per year), then divide the resulting number by the number of scheduled hours in your workday (7.5, 8.0, 10.0, etc.).***

Example If you have been employed 2 years and work 37.5 hours per week (or 75 hours per pay period):

.0538 x 75 = 4.035 hours of leave earned per pay period

4.035 x 26 = 104.91 hours of leave earned per year

104.91 ÷ 7.5 = 13.988 days of annual leave earned per year

Note: The Payroll Dept. rounds fractions to the nearest quarter-hour (15 minutes).

- You may take annual leave in increments of quarter-hours. This means that the minimum amount of leave you can take is 15 minutes.

- You may not take annual leave before you have earned it.

- The number of accrued leave hours to be used for one day of leave is equal to the number of scheduled paid hours of work for that day of leave. For example, if you work four 10-hour days per work week, you must use 10 hours of annual leave to have the entire day off. If you work 7.5 hours per day, then 7.5 is the number of hours of annual leave you must use to equal one day.

- You may take annual leave in the year you earned it, or you may carry it over for use in later years. However, there is a limit to the amount of annual leave you may accrue. Those limits are:

Years of Service	Maximum Accrued Hours
1 - 8	288
9 - 20	312
Over 20	336

- If you earn annual leave in excess of the maximum amount listed on the table, the excess will be transferred to your sick leave account as of June 30, 2017 (and annually thereafter).

- Authorized days off for annual leave will not be considered as working time for calculating weekly overtime.

- When you terminate employment, you are entitled to payment for any unused annual leave that has accrued. Payment is based on the rate of compensation received at the time of termination. Vacation checks are computed on the regular payroll day and are available at the normal time and place. No checks are issued in advance.

- Certain amounts paid for unused accrued annual leave when you terminate or retire are treated as compensation for Knox County Retirement System purposes. These amounts are subject to 6% mandatory employee contribution, 457(b) deferred compensation plan and MERP employee contributions, if applicable. These amounts are also counted for purposes of computing the County match contributions to the Asset Accumulation Plan and MERP, and for Closed DB benefit purposes.

  For Retirement System purposes, the maximum amount of your payment for unused accrued annual leave that can be counted is:

  - For termination or retirement on or before July 1, 2017, (i) your maximum amount listed on the table as of your last employment anniversary date prior to July 1, 2016, plus (ii) any unused annual leave you accrued since that anniversary.

  - For termination or retirement after July 1, 2017, your maximum amount listed on the table as of the immediately preceding June 30.

  - Regardless of the Retirement System limits, annual leave accrued above the maximum limit will be paid to you, without withholding for Retirement System employee contributions.

Annual Leave Scheduling

You may take your annual leave at any time of the year as long as you have accumulated the time and the needs of the department are met.

You must submit your annual leave request to your supervisor and receive approval prior to taking the leave.

Your department may have a special form or a procedure for requesting use of annual leave.

Sick Leave Accrual

If you work 18.5 hours or more per week on a regular basis, you are eligible for paid sick leave for authorized absences as defined in this sick leave section.

The amount of sick leave you earn is based on the number of paid hours per pay period. The number of paid hours is multiplied by the accrual factor of .0462 to determine the total sick leave earned. Examples of sick leave accrual are:

No. of Paid Hours Per Pay Period	Accrual Factor	Hours of Earned Sick Leave Per Pay Period	Hours of Earned Sick Leave Per Year
37	.0462	1.71	44.5
64	.0462	2.96	77.0
75	.0462	3.47	90.2
80	.0462	3.70	96.2

You may not use any hours of sick leave in advance of earning them. There is no "cap" or maximum for the amount of sick leave you can accrue.

You may not convert unused sick leave into cash, personal holidays, or annual leave. In addition, unused days of accumulated sick leave are not paid when employment terminates, except as provided upon your retirement. See Sick Leave Retirement Payout Eligibility.

Sick Leave Retirement Payout Eligibility

Retiring Knox County Government full time (40hrs / 37.5hrs) employees with sick leave maintained by the County's payroll system shall be eligible to receive a payment for unused accumulated sick leave at a rate of $100.00 per eight or seven and one-half hours (8hrs / 7.5hrs) of accumulated sick leave up to a maximum of ten thousand dollars ($10,000) in accordance with the following:

- The employee shall retire from Knox County Government, and
- Retirement eligibility shall be based on the policies of the County Retirement and Pension Board, and
- Employee shall provide a sixty (60) day notice.

If less than sixty (60) days' notice is given, unused accumulated sick leave shall be paid at a rate of $60.00 per eight or seven and one-half hours (8hrs / 7.5hrs) of accumulated sick leave up to a maximum of six thousand dollars ($6,000).

Sick Leave Notification and Approval

To be eligible for sick leave with pay, you must give your supervisor as much advance notice of an absence as possible. Notification must be no later than the scheduled start time of your workday. You must speak directly to your supervisor on each day of absence. If your supervisor is not available, you must speak directly to the manager, department director or to the person designated by your supervisor.

You must telephone your supervisor (or next-level manager or designee) and speak directly to that person to give notification of absence. Leaving a message does not meet this requirement.

Sick Leave for Employee Illness or Injury

You may use paid sick leave for authorized absences due to your own illness or injury. If you are absent for less than three (3) consecutive working days, your supervisor may or may not require that you provide a healthcare provider's statement.

To be eligible for sick leave with pay during a continuous period of more than three (3) working days, you must provide a healthcare provider's statement and expected date of return to work, or some written statement of the facts concerning the illness or injury which is acceptable to your supervisor.

If you are out on sick leave for more than three (3) consecutive working days and qualify for protection under the Family and Medical Leave Act (FMLA), your supervisor is responsible for notifying you and ensuring that all FMLA guidelines are followed.

Sick Leave for Family Illness or Injury

With proper documentation, you may be permitted to use not more than twenty (20) working days of accrued sick leave in any calendar year to attend to, or provide care for, certain family members who are ill or injured.

Those family members include:

- Spouse
- Parent
- Son or daughter
- Brother or sister
- Grandparent
- Grandchild
- Step-relatives of the above categories
- In-laws of the above categories
- Any person actually residing in your household

This list is broader than the list of relatives covered in FMLA.

If you have been out on sick leave for more than three (3) consecutive days due to a family illness that qualifies for protection under FMLA, your supervisor is responsible for notifying you and ensuring that all FMLA guidelines are followed.

In all cases of absence for more than three (3) consecutive days because of family illness (whether FMLA or not), you must provide a healthcare provider's statement certifying that you are needed to provide care for the family member.

You must provide your supervisor with a statement from a health care provider if you are absent for more than 3 consecutive days due to the illness or injury of a family member listed in this section.

The Human Resources Director, in consultation with the department director, may authorize exceptions beyond the twenty (20) working day limit, including the exhaustion of all sick leave in the event of catastrophic illness in your family or household.

Sick Leave for Medical Appointment

You may use your accrued sick leave for medical appointments such as doctor, dental, or optical appointments (sick visits, preventive care, assessments or treatments prescribed by your healthcare provider). This includes medical appointments for your family members as described in the previous section on "Sick Leave for Family Illness."

Sick Leave Accounting

Sick leave may be taken in increments of quarter-hours (15 minutes). You may not consider authorized days off for sick leave as time worked for calculating weekly overtime compensation.

Sick Leave Summary

You may use your accrued Sick Leave for:

Your own illness or injury
Family illness or injury (specified family members only)
Medical appointments for self or family
Death of persons not in your immediate family

Sick Leave Donation Between Employees

The intent of allowing employees to donate sick leave is to assist employees who because of a long-term personal injury or illness, have exhausted their leave benefits and would otherwise be subject to a severe loss of income during a continuing absence from work.

The donor must meet the following conditions in order to donate sick leave:

- Eighty (80) hours per calendar year is the maximum donation allowed per donor;
- To be eligible to donate the donor must have an accumulated sick leave balance of at least three hundred (300) hours prior to the donation; and
- Complete the transfer form and acknowledge their willingness to donate sick leave to the recipient.

The recipient must meet the following conditions in order to receive sick leave:

- The recipient must have exhausted all of their accumulated sick, annual, and compensatory time, and have a diagnosed long-term injury or illness, the treatment of which requires the recipient to be absent from work more often than their accumulated leave time would allow. Absences for normal pregnancy, maternity leave, routine or elective surgery, and common illness and injury are excluded. Employees are not eligible for donations to cover caring for family member or other persons.

- The recipient must not be receiving any other form of compensation including Social Security Disability Benefits or other disability-related income replacement such as AFLAC.

- A recipient may make their need for leave donations known to other employees. Such requests should be informal, brief and without pressure.

- A recipient may not ask for donations from employees under their direct supervision, or offer an incentive to anyone in exchange for donated sick leave.

- A recipient is limited to a maximum of two hundred and forty (240) hours of donated sick leave within a twelve (12) month period.

- Donations are not retroactive and will be applied to the pay period following the approval of the donation.

- Donations are applied to the recipient(s) balance on an as needed basis.

- Retiring or resigning employees will not be eligible to donate sick leave.

The Payroll Director will transfer the donation from the account of the donor to the recipient subject to the following conditions:

- After receiving a completed form including the signatures of the donor, recipient, Senior Department Director, Compliance Coordinator, Human Resources Manager or Director.

- Donated hours are paid at the recipient's rate of pay, not the donor.

- Once leave has been transferred to the account of the recipient, it may not be returned to the donor.

Bereavement Leave/Funeral Leave

Death of an immediate family member: You are entitled to a period of bereavement up to three (3) consecutive days at regular pay (not including overtime) with no deduction from your leave balances due to the death of any of these persons in your family:

- Spouse
- Parent

- Son or daughter
- Brother or sister
- Grandparent
- Grandchild
- Step-relatives of the above categories
- In-laws of the above categories
- Any person actually residing in your household

In addition, you may use up to two (2) additional consecutive days of leave, totaling five (5) days of leave. These two (2) additional days will be deducted from your sick leave balance. If no sick leave remains, you must use compensatory time or take annual leave. If no annual leave remains, you must take unpaid leave.

Your supervisor will make the final decision on the number of approved days for bereavement leave based on factors such as required travel and level of involvement in funeral arrangements. Other factors may also be considered.

Any bereavement period that is expected to go over the five (5) day limit requires approval from your supervisor and you must use your annual time.

At the death of any family member listed above, you may have up to 3 consecutive days off work for the funeral or bereavement and will receive your regular pay. Up to 2 additional consecutive days, if used, will be taken from your sick leave.

Death of any other person: You may use up to three (3) consecutive days of accrued leave for the bereavement of other persons not listed above. This leave will be deducted from your sick leave balance. If no sick leave remains, you must use compensatory time or take annual leave. If no annual leave remains, you must take unpaid leave.

As stated above, your supervisor will make the final decision on the number of days approved for this leave. Your supervisor must approve any bereavement period that is expected to exceed the three (3) day limit and you must use annual leave for those additional days.

If you want to attend the funeral or observe a period of bereavement at the death of any person not listed in the immediate family section, you must use time from your leave balance.

Holidays

Knox County observes the holidays listed below. You are eligible to be paid for these holidays if you work at least 18.5 hours per week on a regular basis.

The County Mayor will announce any additional holidays. Offices may be closed without further notice on the following days:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Winter Holiday (A two-day holiday: Dec. 25 and one other day to be announced annually by the County Mayor.)

If a holiday falls on a Saturday or Sunday, the County Mayor will determine the day to be taken. If you are eligible for holidays, you will receive pay for each holiday – whether or not you are scheduled to work on those dates. The amount of pay is prorated to the number of hours you work each week, not the hours in a day. This means you will receive the same amount of pay for each holiday.

The chart on the following page indicates the amount of holiday credit received based on the number of hours in your work week.

If the holiday falls on a day when you are scheduled to work fewer hours than the holiday credit hours you receive, you will take the remaining hours another day.

> *Example: The chart says you will receive five hours of holiday credit, but on the day of the holiday you are only supposed to work three hours. You are still "owed" two hours and you need to take them on another day within the same pay period.*

If the holiday falls on a day when you are scheduled to work more hours than the holiday credit you will receive, you need to "make up" those hours.

> *Example: The chart says you will receive five hours of holiday credit, but on the day of the holiday you are supposed to work six hours. For that day you are paid for five hours, but you missed six hours of work. You will need to work the hour you missed. You may either work an additional hour on another day in the same pay period, or you may choose to use annual leave for that hour.*

Paid Holiday Credit
Based on Hours in the Regularly-Scheduled Work Week

Hours per Week	Holiday Credit
40	8.00
39	7.75
38	7.50
37	7.50
36	7.25
35	7.00
34	6.75
33	6.50
32	6.50
31	6.25
30	6.00
29	5.75
28	5.50
27	5.50
26	5.25
25	5.00
24	4.75
23	4.50
22	4.50
21	4.25
20	4.00
19	3.75
18.5	3.75

You will need to arrange any schedule changes with your supervisor and receive advance approval.

If you wish to observe a religious holiday, contact your supervisor to make arrangements. Annual leave will be used for time off taken for religious holidays. If you have no accrued annual leave, you must use available compensatory time, sick leave, or leave without pay, in that order.

To schedule time off for a religious holiday, put the request in writing and submit it to your supervisor. You will use available leave (in this order) to cover the time: Annual leave, comp time, sick leave, or leave without pay.

Leave of Absence

If you exhaust all your annual and sick leave and still need time off for personal or health reasons, you may apply for a leave of absence for a period of up to three (3) months if you are a full-time employee. The request for leave must be given to your supervisor and your department director at least thirty (30) days prior to the start of the requested leave unless the leave is an emergency.

To request a leave of absence, submit a written request to your supervisor and the department director at least 30 days in advance, unless the leave is an emergency. State the reason for the leave, date you want it to begin, and date you expect to return to work.

Regardless of the reason for the leave, it is essential that the following departments be notified to ensure that benefits are properly administered:

- Human Resources Department
- Retirement and Pension Board
- FMLA Administrator
- Payroll Department

Your supervisor (or department director) may or may not approve your request for a leave of absence. The decision is at his/her discretion, unless the leave qualifies under the Family Medical Leave Act or the Tennessee Maternity and Adoption Care Leave Act. Some of the matters considered in approving the request are your length of service, employment record and the reason for the absence.

While you might originally request a leave of absence for a period of three (3) months, it is possible that extensions may be granted. However, the total leave and extensions for any one cause cannot exceed one (1) year.

You do not accrue sick and annual leave while you are on an approved leave of absence.

You must notify your supervisor of the anticipated date of your return to work prior to that date. Your supervisor is responsible for immediately notifying the Human Resources Department, the Retirement and Pension Board, the FMLA Administrator, and the Payroll Department.

When you return from a leave of absence, you will be placed in your previous position or a similar position, if available. If the same or similar position is not available, you will receive preference for employment in any available position for which you are qualified.

If you fail to return to work at the conclusion of your leave of absence, you will be terminated from employment. If you are unable to return to work, you are responsible for requesting an extension (in advance) from your supervisor or department director.

There may be changes in your employee benefits during a leave of absence. Please contact Knox County Benefits to determine what changes you may experience.

Family Medical Leave Act (FMLA)

Knox County offers leave under the Family Medical Leave Act (FMLA) for eligible employees**.**

Eligibility: If you have worked for at least one year and for 1,250 hours in the preceding twelve (12) months, you are eligible to take up to twelve (12) weeks of unpaid leave annually when the absence is necessitated by any of the following circumstances:

- The birth or placement for adoption or foster care of a child;
- Your own serious health condition that prevents you from performing the essential functions of your job; or
- The serious health conditions of a child, parent, or spouse if you are needed to help provide care.

Certification: If you request leave for your own serious health condition, or to care for the serious condition of a child, parent or spouse, you must provide Knox County with certification by a treating healthcare provider. Healthcare Provider Certification Forms are available from the Human Resources Department.

You must provide certification from your treating healthcare provider when you request leave for your own serious health condition, and you may need a modified statement if your request is to care for another family member.

Measuring: Knox County has chosen the "measured forward" method that entitles you to 12 weeks of leave during the year beginning on the first date the FMLA leave is taken after the previous 12- month period ends.

> *Example: The 12-month period begins Sept. 1, 2016 if that is the first day of FMLA leave. If you exhaust all of your FMLA leave, the next date when you could again take FMLA leave would be Sept. 1, 2017.*

Intermittent or Reduced-Time Leave: FMLA leave can be taken on an intermittent or reduced-time basis under certain circumstances. You may request intermittent or reduced leave for the following reasons:

- When medically necessary to care for a seriously ill family member, or because of your own serious health condition.

- For the birth or placement of a child for adoption or foster care. Intermittent or reduced time leave shall not exceed 12 weeks combined if both spouses are employed by the County.

Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. If you need intermittent/reduced schedule leave for planned medical treatment, you must work with your supervisor to schedule the leave so it does not unduly disrupt the department's operations, subject to the approval of your healthcare provider.

If you need to be off occasionally for medical reasons, you must work with your supervisor to arrange a schedule that does not unduly disrupt the department's work – but, it has to also have the approval of your healthcare provider.

The County may, in its sole discretion, temporarily transfer an employee on intermittent leave to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job.

Serious Health Condition: "Serious health condition" means an illness, injury, impairment, physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- A period of incapacity requiring absence of more than three calendar days from work that also involves continuing treatment by (or under the supervision of) a healthcare provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity (or resulting treatment) due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, dialysis, etc.); or
- Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a healthcare provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Health Insurance Premiums: During FMLA leave the County will continue to pay its portion of the health insurance premiums, and you must continue to pay your portion of the premium. Your contribution of health insurance premiums should be paid continually according to your pay periods (e.g., weekly, bi-weekly, monthly).

While on FMLA leave, you must continue to pay your own portion of your health insurance premiums.

If you do not return to work at the end of FMLA leave, you will be required to reimburse the County for payment of health insurance premiums, unless you do not return because of the presence of a serious health condition which prevents you from performing your job or circumstances beyond your control. You may then choose to elect COBRA coverage. Sufficient notice will be given to you at the end of FMLA when and if this event occurs.

You will be responsible for any other elected contributions while out on FMLA**.**

Accrued Leave: You are required to use your available vacation time during FMLA leave, and available sick days will be used when family leave is taken because of serious health conditions. Accrued leave and FMLA leave are used at the same time – You do not take your accrued leave first and then take FMLA.

When your circumstance qualifies for FMLA, you may not first use your accrued leave and then start FMLA leave. These two types of leave run concurrently – You are required to use them at the same time.

That portion of the family leave of absence which is vacation time and/or sick days will be with pay according to the County's policies regarding vacation time and sick days.

During FMLA leave, you will not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued up to the day on which the family leave of absence begins will not be lost.

Return to Work: If you return to work from FMLA leave before or on the business day following the expiration of the twelve (12) weeks, you are entitled to return to your job or an equivalent position without loss of benefits or pay.

Applications: Applications for FMLA leave must be submitted in writing. Applications should be submitted at least thirty (30) days before the leave is to start, or as soon as possible if leave is not foreseeable. You should provide the County with an appropriate medical certification when you request FMLA.

When you are on leave, you must periodically report (if possible) to your supervisor or department head on your status and indicate when you intend to return to work. Appropriate forms must be submitted to Human Resources to initiate family leave or to return the employee to active status.

Extensions: Family and medical leave is available only for up to 12 weeks under the FMLA or Tennessee Leave Law, unless you contact your supervisor and obtain special approval for an extended leave of absence without pay due to special circumstances. Your supervisor will consult with the Human Resources department about the approval.

Any extensions must be requested, whenever possible, two weeks in advance of your scheduled return date. Knox County reserves the right to grant or deny such extensions in whole or part in accordance with state and federal law.

Maternity/Paternity Leave

Maternity/paternity leave is granted to employees for a maximum of sixteen (16) weeks, with the first twelve (12) weeks of leave falling under the Family Medical Leave Act (FMLA) and the remaining four (4) weeks as maternity leave under the Tennessee Maternity and Adoption Care Leave Law. You must be employed full-time for at least twelve (12) months to receive maternity/paternity leave.

You must provide at least twelve (12) weeks advance notice of your anticipated date of departure in

order to receive the maximum of sixteen (16) weeks, except in those cases where medical emergency prevents this notice, and state the length of your requested leave and your intention to return to fulltime employment after the leave.

You are required to use your accrued leave (annual, sick, comp) during maternity/paternity leave. Accrued leave and maternity/paternity leave are used at the same time – You do not take your accrued leave first and then take maternity/paternity leave.

The purpose of this leave is to provide time off for pregnancy, childbirth, nursing, and/or bonding with the infant. If the County finds that you pursued other employment opportunities or worked part-time or full- time for another employer during the period of maternity/paternity leave, then the County does not have to reinstate you at the end of your leave period.

Notify your supervisor at least 12 weeks in advance of your anticipated date of departure for maternity/paternity leaves.

Military Leave

If you are a member of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, or the commissioned corps of the Public Health Service, you are eligible for military leave for active duty training, inactive duty training, full-time National Guard duty, or absence to determine your fitness to serve in the Armed Forces.

There is not a waiting period to be eligible for military leave. This applies to probationary and non-probationary employees.

As a result of your membership in any of the named military reserve organizations, you are allowed to receive up to thirty (30) working days per calendar year of paid military leave when you are absent from work because of performance of duty or training in the military reserve. You will receive your regular salary during this leave period.

You must provide copies of military orders when requesting such leave. If you are requesting more than ten (10) days off, you must make the request in writing no less than two (2) weeks in advance.

You must give at least 2 weeks written notice when you need leave for military duty that lasts more than 10 working days.

Jury Duty or Court Appearance

When you must miss work due to jury or witness duty, you will be excused from your job. Notice must be given to your direct supervisor.

Witness duty must pertain to job-related business for excused absence with regular pay. This also includes if subpoenaed to court on non-work related issues.

If you are paid your regular salary, you are required to turn in to the Payroll Department any pay you receive from the courts for jury duty. This does not include witness fees and expenses paid from other sources.

At any time during jury or witness duty if you complete your assignment during regular work hours, you are expected to return to work immediately.

Notify your supervisor if you must appear for jury or witness duty. Witness duty must be job-related in order to receive your regular pay.

Voting Leave/ Elections

In accordance with Tennessee State Law, if you are entitled to vote in an election held in this state, you may be absent from work on the day of the election for a reasonable amount of time, not to exceed three (3) hours.

If your shift begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the polls close in the county in which you live, this leave does not apply to you.

To receive time off for voting; arrange the leave with your supervisor before noon of the prior day. Your supervisor will advise you of the time you may leave for voting.

If you need to take leave for voting, the leave must be arranged with your direct supervisor before 12:00 noon of the day before the election. The supervisor may select the hours during which you may be absent for voting.

Employee Benefits

Benefits Eligibility

You are eligible for benefits when you work a minimum of thirty (30) hours per week. These benefits include medical coverage, dental coverage, vision coverage, and flexible benefit options.

If your hours drop below thirty (30) hours per week on a regular basis you will lose eligibility for health insurance and you and all covered dependents will be offered COBRA.

You are responsible to list only dependents that are eligible for coverage as defined by the plan rules. If a covered dependent becomes ineligible based on the plan rules, it is your responsibility to notify Knox County Benefits immediately. You must notify Benefits of any changes in status within thirty (30) days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours, or any other change that could affect benefit plan eligibility.

To add or delete dependents from you insurance, you must notify Benefits within 30 days of the qualifying event.

Knox County Benefits Staff will determine the effective date of coverage. Typically, it is the first of the calendar month following thirty (30) days of continuous employment. For example: If you were hired on January 18, your coverage would go into effect March 1. This means deductions would not start until March 1.

Generally, benefits end the last day of the month in which you actively work. If you do not receive paychecks to cover the entire month (and have premiums deducted), you may be required to submit a personal check to cover your portion of benefit costs.

Plan Documents

Copies of the Summary Plan Documents and notices for all benefits are available at www.knoxcounty.org/benefits. Should any questions or conflicts arise, the plan documents will be the final authority in determining your benefits.

Medical Coverage

You must enroll for coverage within thirty (30) days of employment or an eligible qualifying event. Temporary employees, seasonal employees, and interns are not eligible for medical coverage. Complete benefit packets are provided at new hire orientation. Additional packets may be obtained by contacting Knox County Benefits.

Knox County offers a selection of medical insurance products with various types of coverage. Each plan is

priced based on the number and type of dependents covered by the plan, including employee-only coverage with no dependents. Although the County pays a significant portion of your insurance premiums, you are responsible for the employee portion.

Information about current medical plans and premiums is available from Knox County Benefits.

Dental and Vision Coverage

You must sign up for coverage within thirty (30) days of employment or at the time of an eligible qualifying event. Temporary employees, seasonal employees, and interns are not eligible for dental or vision coverage. Complete benefit packets are provided at new hire orientation. Additional packets may be obtained by contacting Knox County Benefits.

Identification Cards

If you enroll in medical or dental benefits, identification cards will be mailed to your home address.

Annual Enrollment/Transfer Period

Health plans, benefit designs, eligibility rules, and premiums are subject to change each plan year based on the previous year's claims experience. Announcements concerning changes for the upcoming plan year are made during annual enrollment/transfer period each fall. You are required to review your notices,
home mailings and department memos for information about the benefits for the upcoming year.

Benefits conducts help sessions at various locations to accommodate those needing assistance and information regarding benefit changes. Typically, the enrollment/change period is from October 15 until November 15. It is your responsibility to stay informed of benefit changes.

You are required to review your notices, home mailings, and department memos for information about benefits for the upcoming year. Failure to do so may result in no coverage for the following year.

Benefit Premiums/Payroll Deductions

You are responsible to review your paycheck to ensure the appropriate benefit deductions have been taken. Deductions from your paycheck will begin the first pay period in the month in which your coverage starts. Your medical, flexible spending deductions will be taken out of 26 pay periods per year. Dental and vision deductions will be taken out 24 pay periods per year.

You are responsible to review your paycheck to ensure the appropriate benefit deductions have been taken.

If you miss a paycheck due to work absence or unpaid time, you are responsible to contact Benefits at (865) 215-3800 to make payment arrangements.

Contact Benefits to make payment arrangements for insurance premiums if you miss a paycheck because of absence.

COBRA

If you lose coverage due to a termination of employment, a reduction in work hours, or other qualifying event, you and your covered dependents may be eligible to continue coverage through COBRA.

For a full explanation of COBRA terms and eligibility, contact Benefits or refer to the "General COBRA Notice" received at time of enrollment.

Employee Assistance Program

Knox County Government is very much concerned with the physical and emotional well-being of its employees and their families.

The Employee Assistance Program (EAP) provides free and confidential counseling and information to employees and their immediate families who are dealing with difficult issues.

If you have questions about the EAP or would like more information regarding any of the programs, contact the Benefits Department at (865) 215-3800.

Flexible Spending Accounts

Flexible spending accounts allow an employee's medical out-of-pocket expenses and dependent care expenses to be paid with "before tax" dollars. Knox County offers a benefit option that utilizes a debit-type card to access your plan dollars.

If you elect this benefit, you choose a dollar level based on your individual or family needs and a portion of this amount is deducted from each paycheck. There are minimum and maximum deduction limits in this benefit.

You do not have to be enrolled in Knox County's medical plan in order to participate in a flexible spending account.

You may enroll during the annual enrollment/transfer period. Re-enrollment is required each year to continue participation.

Change in Status

You are required to report personal changes and/or changes in work status to Human Resources within thirty (30) days of any status change. This includes:

- Dependent status change

- Address changes
- Divorce
- Marriage
- Birth/adoption
- Reduction in work hours, or
- Any other change that could affect benefit plan eligibility

You must report personal changes and/or changes in work status to Human Resources within 30 days of the change. Documentation may be required to make benefit changes.

Supplemental Benefits

Knox County offers supplemental voluntary benefits from providers such as:

- AFLAC
- Other voluntary products

These additional benefit options can be administered through payroll deduction. Supplemental benefits are subject to change without notice. For more information, contact Knox County Benefits at (865) 215-3800.

Nursing Mothers

A nursing mother can take up to two paid breaks (15 minutes each) per day to express breast milk for her nursing child for up to one year after the child's birth. The supervisor should work with the employee to schedule break time that reasonably accommodates both the mother's needs and her work responsibilities. The supervisor is responsible to help the mother identify a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used to express milk.

Workers' Compensation

You are protected under the State of Tennessee's Workers' Compensation Law for injuries and occupational diseases that result "out of and in the course of employment." This includes injuries that take place when you are performing tasks you were hired to perform at times and in places where you were hired to work.

If you experience an on-the-job injury or illness you are required to:

- Report the incident to your supervisor.
- Provide written notification of your injury within one working day of the injury.
- Complete a TN 1st Report of Injury. It is your responsibility to send or fax it to Knox County Law
- Directors Workers' Comp Division, 215-3390.
- Choose a physician from the panel of primary physicians provided to you by your supervisor.

Workers' Comp will schedule your initial appointment for you.

- Keep all appointments with physicians as scheduled or notify Workers' Comp in order to have the appointment rescheduled for you.
- Workers' Comp Division must approve all physicians and appointments.
- Be aware that Knox County has a temporary duty (light duty) program for all employees.
- Notify Workers' Comp and your supervisor if the physician tells you not to return to work, to work with restrictions, and when he/she releases you to full duty.
- Give your supervisor a copy of Return to Work forms you receive from the physician.

Workers' Comp Division must approve all physicians and appointments related to Workers' Compensation.

If you require emergency medical treatment, you should use the emergency room at any local hospital. Only one visit to the emergency room will be covered by Workers' Compensation. Notification to Workers' Comp Division should be made immediately.

If there is a follow-up appointment required after the initial visit to the emergency room, you must choose from the panel of primary physicians. The Workers' Comp Division will schedule this appointment for you. You are not authorized to return to the emergency room for follow-up treatment (i.e., removal of stitches, change of injury dressings, etc.).

Only one visit to the emergency room will be covered by Workers' Compensation. All follow-up appointments must be handled by a physician chosen from the panel of primary physicians and scheduled by Workers' Comp Division.

Knox County has contracted with local pharmacies to accept charges for medications for work-related injuries after the following:

- You have notified your supervisor and Workers' Comp Division of your injury.
- Your prescription has been approved for payment by Workers' Comp Division.
- The pharmacy has contacted Workers' Comp Division for authorization.

Knox County will pay reasonable and necessary costs related to your on-the-job injury as long as the proper procedures are followed.

If your authorized treating physician releases you to return to work with specific temporary restrictions (i.e., light duty) and Knox County can provide a job within the recommended restrictions, you must return to work and attempt the light duty.

You must return to work and attempt light duty if authorized by your treating physician. Failure to report for light duty may result in termination of disability benefits.

Your authorized physician determines what light duty work is appropriate. If clarification of light duty restrictions is needed, you should contact the Workers' Comp Division. Failure to report for light duty may result in termination of disability benefits. You may qualify for benefits if Knox County cannot provide a job within the restrictions given by the authorized physician.

Medical bills and temporary benefits will not be paid until the Workers' Comp Division has received the appropriate forms and the Division has approved your claim.

After your claim has been received in the Workers' Comp Division, it will be reviewed to determine whether it is approved. You will be notified if a problem arises in the process of making that decision.

The Workers' Comp Division Office has final authority to determine if a claim is accepted as a Workers' Comp injury or is rejected and should be applied to your medical insurance.

The goal is to process Workers' Compensation claims as quickly and as fairly as possible while providing you with the best medical care possible. The length of time required for approval will vary for each claim.

If you have questions regarding a Workers' Compensation issue, please contact Workers' Comp Division (865) 215-4573 or (865) 215-3955.

Life Insurance

Knox County provides Life Insurance to you when you work at least 18.5 hours per week on a regular basis. The County provides one and one-half (1½) times your salary, up to a maximum benefit of $50,000. You may purchase a supplemental policy in $20,000 increments up to $150,000 and have the premium deducted from your paycheck.

You can also purchase supplemental coverage in $10,000 increments up to $30,000 for your spouse and/or $5,000 for your child(ren).

Rates for Supplemental Coverage are available on the Retirement Board Office website knoxcounty.org/retirement or you may contact them at (865) 215-2323.

Retirement and Pension Board

The Retirement and Pension Board is an independent nine-member board made up of the County Mayor, four (4) County Commissioners, and four (4) employee elected representatives. This Board handles the administration of all the retirement plans offered to you, as well as life insurance.

You may contact the Board at their administrative offices located in Room 371 of the City-County Building or by phone at (865) 215-2323.

Disability Benefit

There are two types of disability Benefits: not-in-line of duty and in-line of duty.

Not-in-line of duty: If you are an active participant in a Knox County retirement plan, have completed five (5) years of service and become disabled as defined by the plan, you may be eligible to receive a disability benefit subject to all applicable requirements.

In-line of duty: If you are an active participant in a Knox County retirement plan and become disabled as defined by the Plan in-line of duty, you may be eligible to receive a disability benefit subject to all applicable requirements, provided that your disability is a result, directly or indirectly, of an act occurring, a thing done, or a risk taken which, as determined in the discretion of the Board, was required of you in the performance of your duty as an employee.

Contact the Retirement Board Office at (865) 215-2323 for additional information.

Credit Union

The Knox County Employees Credit Union is a state chartered, not-for-profit, financial institution founded in 1974. The credit union is open to all County employees and their immediate families. There is no fee to join the credit union but a minimum balance of $25.00 is required in a share (savings) account. Members are eligible for share accounts (savings), share draft (checking), certificates of deposit, and IRA accounts. All accounts are federally insured up to $250,000. In addition, the credit union offers competitive rates on loans to qualifying members.

The credit union has two locations:

Knox County Employees Credit Union
City-County Building
400 Main Ave. Room 355

(865) 215-2364
Monday – Friday
8:00 a.m. – 3:30 p.m.

Central Street Branch
Knox Central Building
1000 N. Central Street

(865) 215-5690
Monday, Thursday and Friday
8:00 a.m. – 3:30 p.m.

RLA-6836 **42.**

Work Session

Meeting Date: 11/14/2016

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Spread of Record Knox County Law Director's Employee Handbook.
(Law Director)

RLA-6796 **10-A-16-SNC**

Work Session

Meeting Date:	11/14/2016
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 Eric Moseley for street name change from Coyote Way to Elsie Lavell Way between Letsinger Cove Lane and northeastern terminus. COMMISSION DISTRICT 6. MPC Recommendation: Approve the street name 'Elsie Lavell Way.'

Attachments

Eric Moseley 10-A-16-SNC

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 10:11 AM **FILE NUMBER: 10-A-16-SNC**

APPLICANT:	ERIC MOSELEY
APPLICANT'S REQUEST:	Change Coyote Way to 'Elsie Lavell Way'
LOCATION:	Between Letsinger Cove Lane and northeastern terminus
MPC RECOMMENDATION:	**Approve the street name 'Elsie Lavell Way.'**
MPC VOTE COUNT:	13-0-1 (Consent)
DISTRICT:	Commission District 6
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	Eric Moseley 405 Montbrook Ln Knoxville, TN 37919
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
STREET/ROAD NAME CHANGE

FILE #: **10-A-16-SNC** | **AGENDA ITEM #:** **10**

AGENDA DATE: **10/13/2016**

APPLICANT:	**ERIC MOSELEY**
TAX ID NUMBER:	118 I G 023 — View map on KGIS
JURISDICTION:	County Commission District 6
CHANGE REQUESTED FROM: (present street name)	**Coyote Way**
TO: (proposed street name)	**'Elsie Lavell Way'**
LOCATION:	**Between Letsinger Cove Lane and northeastern terminus**
SECTOR PLAN:	Northwest County
GROWTH POLICY PLAN:	Planned Growth Area
ZONING:	PR (Planned Residential) at up 4 du/ac
APPLICANT'S REASON FOR CHANGE:	**Surveyor put wrong name on plat that was recorded**

STAFF RECOMMENDATION:

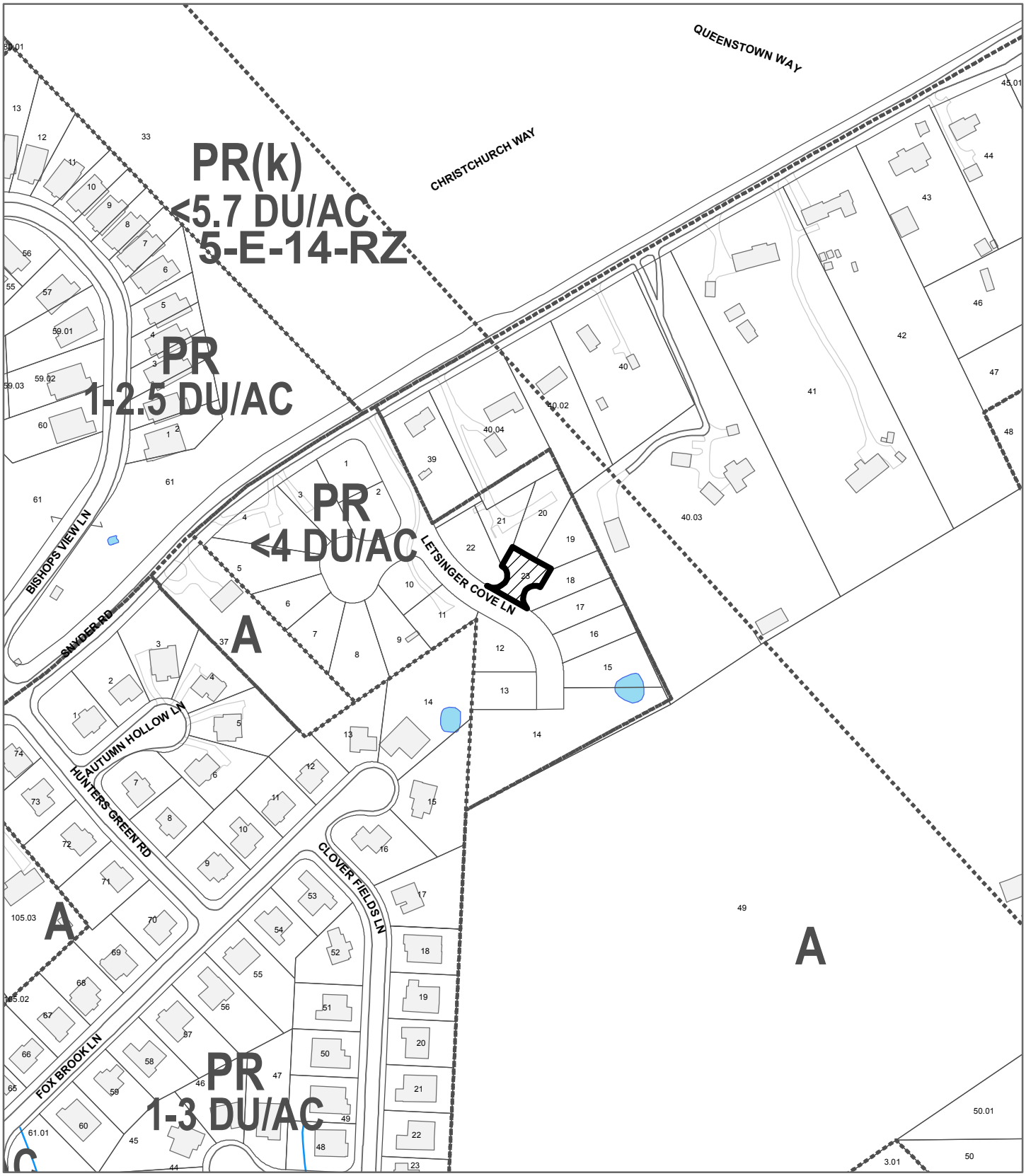
RECOMMEND that County Commission APPROVE the street name 'Elsie Lavell Way.'

The proposed street name is not a duplication and meets all requirements of the Knox County Street Naming and Addressing Ordinance.

COMMENTS:

Staff has received no objections to the renaming of this right-of-way, and it meets all requirements of the "Addressing Guidelines and Procedures" section of MPC's Administrative Rules and Procedures. The applicant has provided a signature of agreement with the proposed street name change from the owner of all adjacent properties.

If approved, this item will be forwarded to Knox County Commission for action on 11/21/2016. 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.



10-A-16-SNC
STREET NAME CHANGE

Petitioner: Moseley, Eric

Present Street Name:	Coyote Way
Proposed Street Name:	Elsie Lavell Way
Beginning of Change (From):	Letsinger Cove Lane
End of Change (To):	northeastern terminus

Map No: 118
Jurisdiction: County

0 250 Feet

N

Original Print Date: 9/8/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

* **10.** **ERIC MOSELEY** **10-A-16-SNC**
Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6.

STAFF RECOMMENDATION: Approve.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE CONSENT ITEMS AS READ AS READ EXCLUDING ITEMS 8, 33, 43, 48 AND 58. MOTION CARRIED 13-0. APPROVED.

Concept		Final		Use On Review		Variance		Exempt Plat		Street Name Change	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 has list of existing street names and list of available street names.

Date Submitted To Addressing for Review		**Owner Developer Applicant**	Eric Mosely	**Surveyor Architect Engineer Applicant**		**Phone**	865 215 5808
						Fax email	865 215 5869
Subdivision Name	**Letsinger Ridge SNC 10-A-16-SNC**			**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**
Elsie Lavell Way		**On reserve for Eric Mosely**	24Oct14	**Approved**
	Present street name Coyote 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**	23Sept16

addressing@knocmpc.org / donna.hill@knoxmpc.org fax 215 2237

Metropolitan Planning Commission

ADDRESSING DEPARTMENT

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865·215·2500
FAX·215·2068
www·knoxmpc·org

STREET NAME CHANGE

Jurisdiction: ☐ City _____ Councilmanic District ☑ County 6th Commission District

Date Filed: 8/1/2016 Fee Paid: 500.00 File Number: 10-A-16-SNC

Map Number: 118IG023 ☐ City ☑ County Sector: Northwest County

Name of Applicant: Eric Moseley

INFORMATION:

Present Street Name: Coyote Way

Proposed Street Name: Elsie Lavell Way

Location of Street or Portion of Street proposed for change:

Beginning of Change: (From) All

End of Change: (To)

Reason for Proposed Change: Surveyor put wrong name on plat

(No Development on any affiliated properties)

PLANNING COMMISSION POLICY REQUIRES THAT:

1. All affected property owners and tenants be given an opportunity to express their opinion concerning a street name change.
2. The opinions expressed be filed with and become a part of the application for change.

The Street Name Change Canvass Form (on the back of this form), must be completed before the application can be accepted.

ALL CORRESPONDENCE RELATING TO THIS APPLICATION SHOULD BE SENT TO:

Name: (Print)	Address	City	State	Zip	Phone	Fax
Eric Moseley	405 Montbrook Rd	Knox		37919	454-3727	

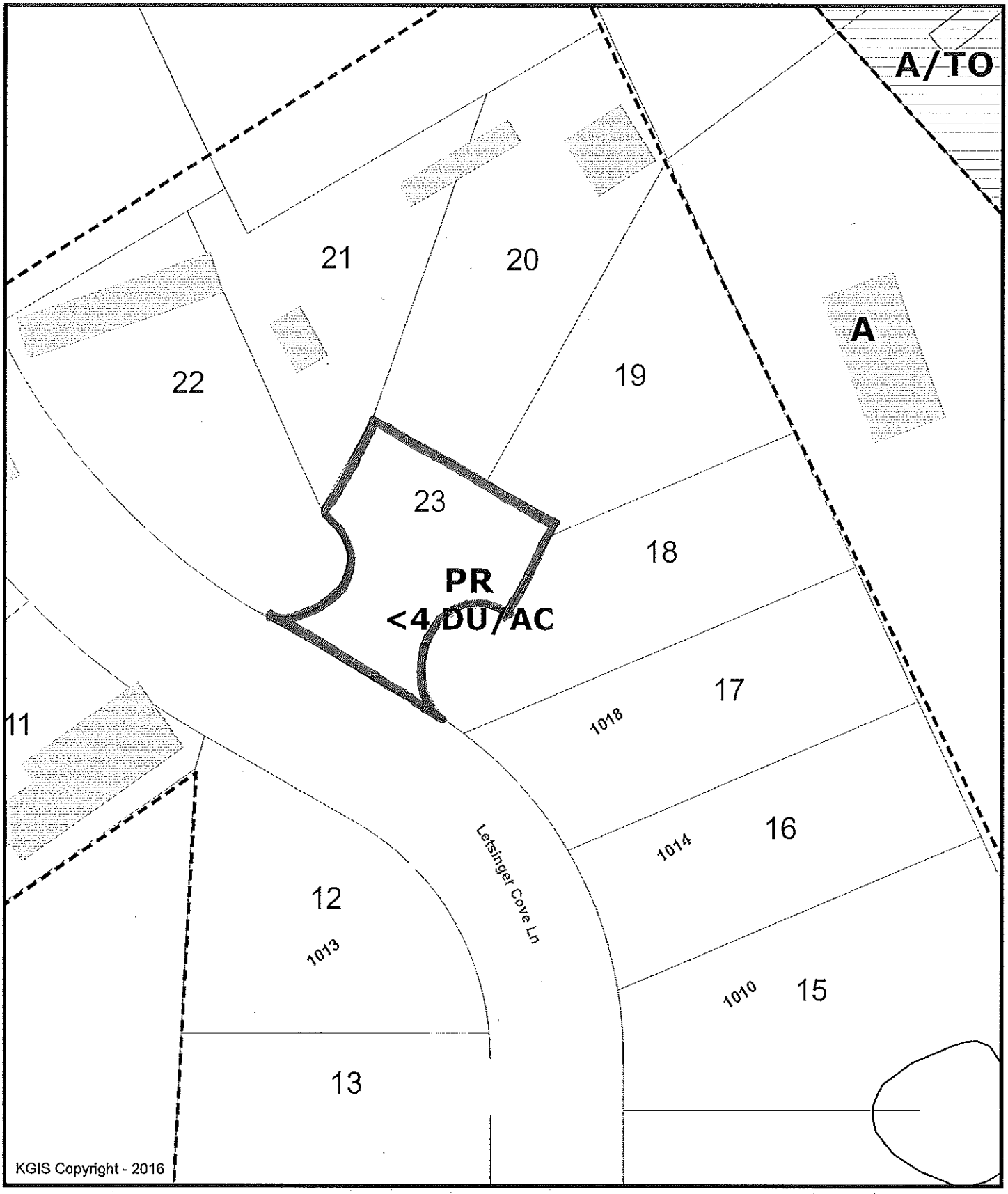
AUTHORIZATION OF APPLICATION:

I hereby certify that I am the authorized applicant. ALL property owners and tenants affected by this request have been canvassed and have signed on the back of this form.

Signature: [signature]

Name: (Print)	Address	City	State	Zip	Phone	Fax

APPLICATION ACCEPTED BY: [signature]



Letter Portrait

Printed: 8/1/2016 at 8:41:14 AM

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Knoxville - Knox County - KUB Geographic Information System

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

10-A-16 SNC

• STREET NAME CHANGE CANVASS FORM •

Page 7 of ____

I (We) plan to file a request with the Metropolitan Planning Commission to change the name of the street.

Present Street Name: Cayote Way

Proposed Street Name: Elsie Lavell Way

This is your opportunity to express your opinion about the proposed street name change.

ADDRESS	SIGNATURE	OWNER Agree	OWNER Disagree	TENANT Agree	TENANT Disagree
	Th C Bu	X			
	Champion				
	Construction				
	LLC				
	Champ Reeder				

Knoxville NEWS SENTINEL

> Ad Proof

Sales Rep: Louise Watkins (K3405) Phone: (865) 342-6515 Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 10/18/16

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: 1320877 P.O. Number: Total Cost: $129.60

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). 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.

RLA-6797 **10-D-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 Parker Properties, Inc. for rezoning from PR (Planned Residential) and OS (Open Space) to PC (Planned Commercial). Property located northwest side of Sherill Boulevard, north of Park West Boulevard. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning.

Attachments

Parker Properties, Inc. 10-D-16-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 10:19 AM **FILE NUMBER: 10-D-16-RZ**

APPLICANT:	PARKER PROPERTIES, INC.
APPLICANT'S REQUEST:	REZONING
FROM:	PR (Planned Residential) & OS (Open Space)
TO:	PC (Planned Commercial)
MPC RECOMMENDATION:	**Recommend the Knox County Commission approve PC (Planned Commercial) zoning.**
MPC VOTE COUNT:	13-0 (Consent)
LOCATION:	Northwest side Sherill Blvd., north of Park West Blvd.
ACREAGE:	18.56 acres
DISTRICT:	Commission District 3
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	James Nixon 255 N Peters Rd Knoxville, TN 37923
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes
Consistent with Growth Plan?	Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

FILE #: 10-D-16-RZ | **AGENDA ITEM #: 44**

AGENDA DATE: 10/13/2016

APPLICANT:	**PARKER PROPERTIES, INC.**
OWNER(S):	Parker Properties, Inc.
TAX ID NUMBER:	119 PORTION OF 018 MAP ON FILE AT MPC **View map on KGIS**
JURISDICTION:	County Commission District 3
STREET ADDRESS:	
LOCATION:	**Northwest side Sherill Blvd., north of Park West Blvd.**
APPX. SIZE OF TRACT:	**18.56 acres**
SECTOR PLAN:	Northwest County
GROWTH POLICY PLAN:	Urban Growth Area (Outside City Limits)
ACCESSIBILITY:	Access is via Sherrill Blvd., a 4 lane, median-divided, major collector street within 80' of right-of-way.
UTILITIES:	Water Source: Knoxville Utilities Board
	Sewer Source: Knoxville Utilities Board
WATERSHED:	Turkey Creek
PRESENT ZONING:	**PR (Planned Residential) & OS (Open Space)**
ZONING REQUESTED:	**PC (Planned Commercial)**
EXISTING LAND USE:	**Vacant land**
PROPOSED USE:	**General commercial and office uses**
EXTENSION OF ZONE:	No
HISTORY OF ZONING:	None noted
SURROUNDING LAND USE AND ZONING:	North: Deadhorse Lake golf course / OS (Open Space)
	South: Surface parking for Parkwest Hospital / PC-1 (Retail & Office Park)
	East: Deadhorse Lake golf course / OS (Open Space)
	West: Deadhorse Lake golf course / OS (Open Space)
NEIGHBORHOOD CONTEXT:	This site is located along Sherrill Blvd., across the street from Parkwest Hospital, and is surrounded by Deadhorse Lake Golf Course.

STAFF RECOMMENDATION:

RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning.

PC zoning is consistent with the sector plan proposal for the property. PC development will be consistent with other zoning and development in the area. The requested PC zoning will require MPC approval of a development plan prior to any development of the property.

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 recommendation is compatible with the scale and intensity of the surrounding land uses and zoning pattern.
2. PC zoning is consistent with the sector plan proposal for the property.
3. PC zoning requires site plan approval by MPC as a use on review prior to development. As part of this review, MPC and County Engineering staff can address issues such as landscape screening, site lighting, traffic circulation, access, drainage and other potential development concerns. It will also give the opportunity for public comment at a public hearing.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. PC zoning is intended for a unified grouping of commercial buildings which do not require or desire a central business district location. It is the objective of this zone to achieve the highest quality site design, building arrangement, landscaping and traffic circulation patterns possible.
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 PC is the most appropriate zone for future commercial development of this site.

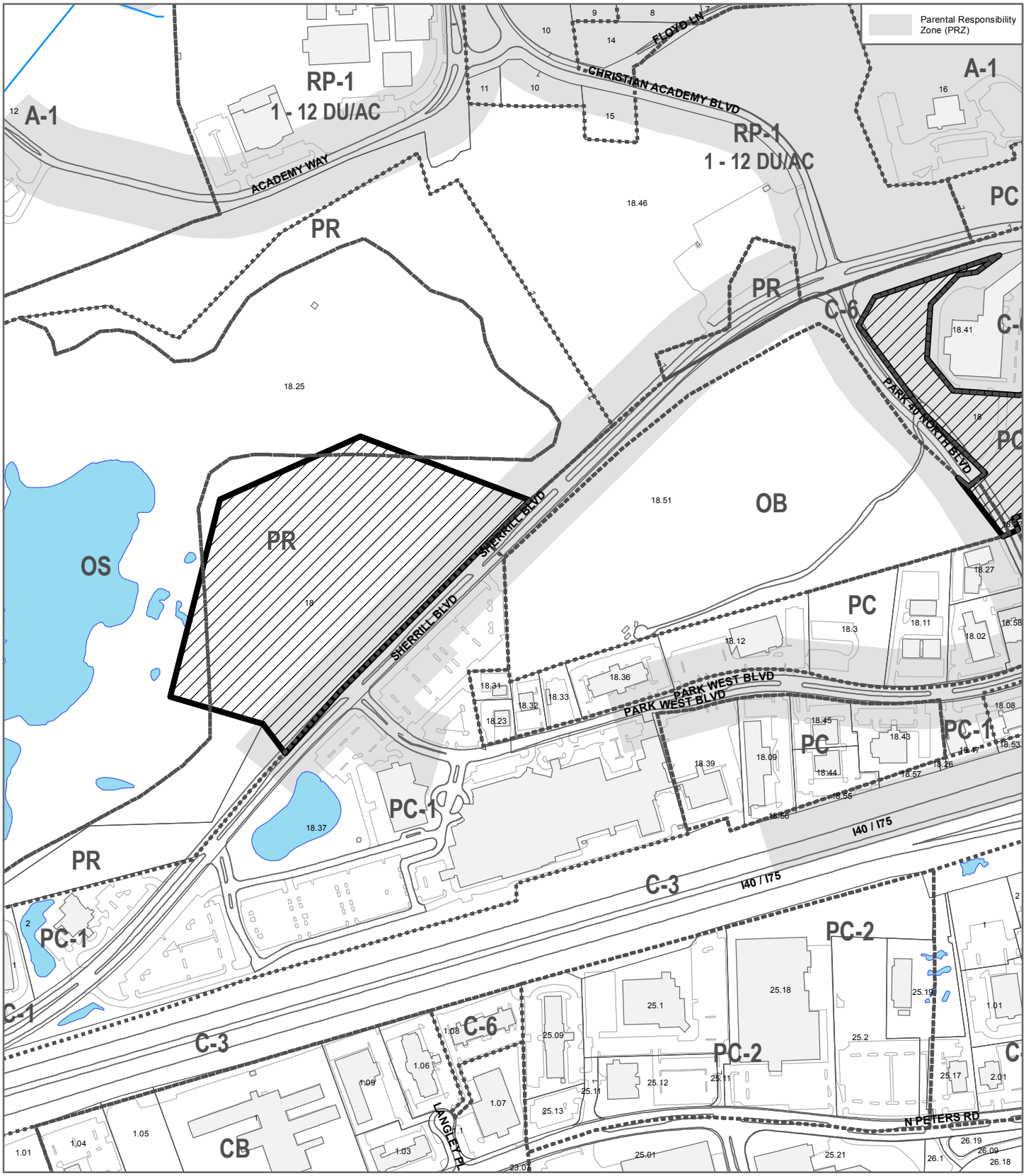
THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:
1. The recommendation is compatible with surrounding development and will have a minimal impact on adjacent properties.
2. Approval of PC zoning will allow the applicant to submit a development plan for MPC's consideration. The impact on the streets will depend on the type of development proposed. Sherrill Blvd. is a four lane major collector street capable of handling the additional traffic that would be generated by the commercial development of this site.
3. Public water and sewer utilities are in place to serve the site.
4. The Knox County Greenways Coordinator has indicated that future greenways are proposed in this area (see attached map). At the time of development plan review by MPC, the applicant will be expected to work with the Knox County Greenways Coordinator to reserve easements for future greenways.

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 mixed uses for this site. PC zoning is listed as an appropriate zone for consideration with this particular mixed use special district.
2. The site is located within the Urban Growth Area (outside Knoxville City limits) on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. This 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 11/21/2016. 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.



10-D-16-RZ
REZONING

Petitioner: Parker Properties, Inc.

From: PR (Planned Residential) & OS (Open Space)

To: PC (Planned Commercial)

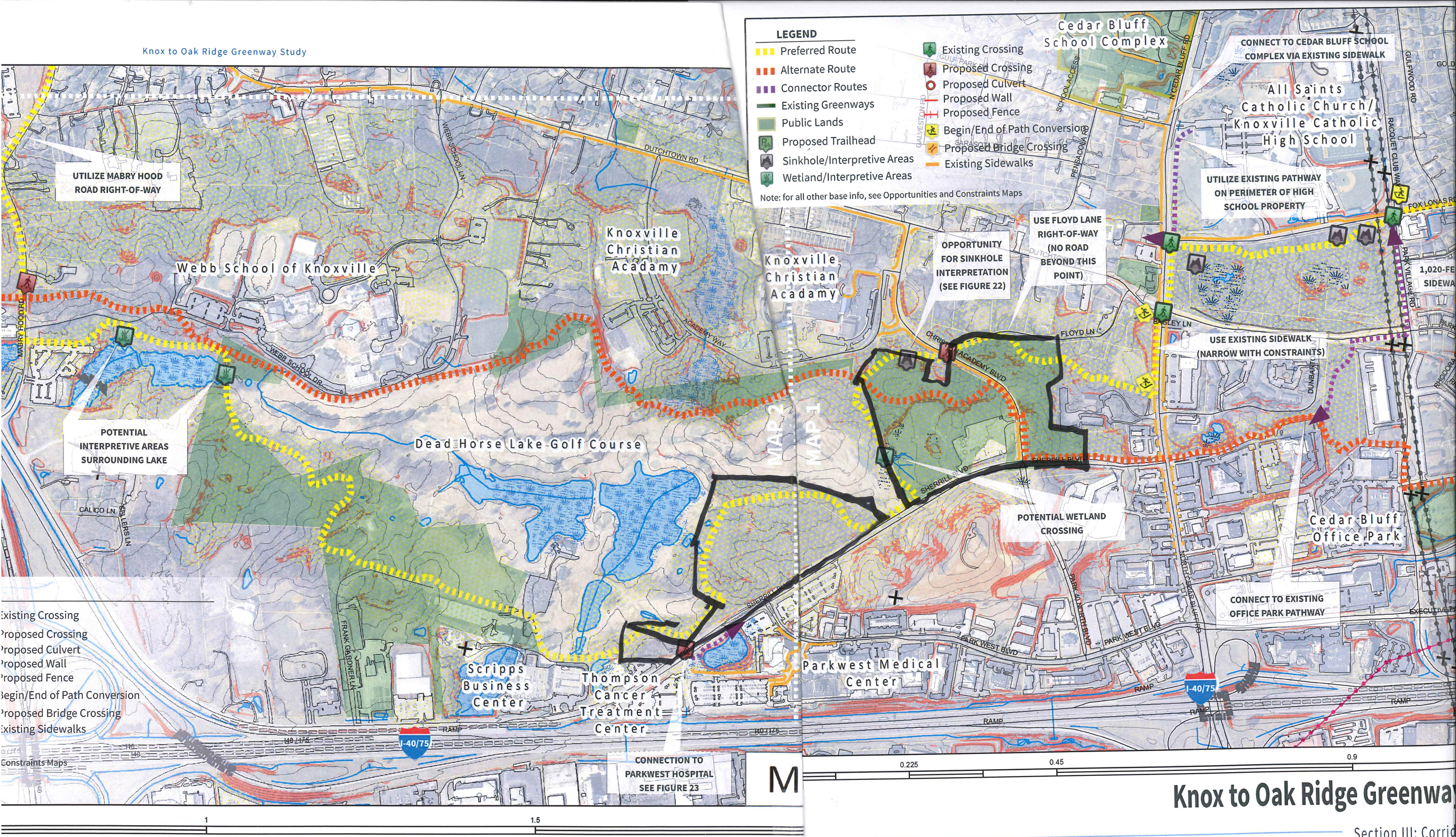
Map No: 119
Jurisdiction: City

0 500
Feet

N

Original Print Date: 9/22/2016 Revised: 10/4/2016

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*


LEGEND
Preferred Route
Alternate Route
Connector Routes
Existing Greenways
Public Lands
Proposed Trailhead
Sinkhole/Interpretive Areas
Wetland/Interpretive Areas
Existing Crossing
Proposed Crossing
Proposed Culvert
Proposed Wall
Proposed Fence
Begin/End of Path Conversion
Proposed Bridge Crossing
Existing Sidewalks
Note: for all other base info, see Opportunities and Constraints Maps
UTILIZE MABRY HOOD ROAD RIGHT-OF-WAY
Webb School of Knoxville
Knoxville Christian Acadamy
Knoxville Christian Acadamy
Cedar Bluff School Complex
CONNECT TO CEDAR BLUFF SCHOOL COMPLEX VIA EXISTING SIDEWALK
All Saints Catholic Church/ Knoxville Catholic High School
UTILIZE EXISTING PATHWAY ON PERIMETER OF HIGH SCHOOL PROPERTY
OPPORTUNITY FOR SINKHOLE INTERPRETATION (SEE FIGURE 22)
USE FLOYD LANE RIGHT-OF-WAY (NO ROAD BEYOND THIS POINT)
USE EXISTING SIDEWALK (NARROW WITH CONSTRAINTS)
POTENTIAL INTERPRETIVE AREAS SURROUNDING LAKE
Dead Horse Lake Golf Course
POTENTIAL WETLAND CROSSING
Cedar Bluff Office Park
CONNECT TO EXISTING OFFICE PARK PATHWAY
Scripps Business Center
Thompson Cancer Treatment Center
Parkwest Medical Center
CONNECTION TO PARKWEST HOSPITAL SEE FIGURE 23
I-40/75
DUTCHTOWN RD
WEBB SCHOOL LN
WEBB SCHOOL DR
MABRY HOOD RD
ACADEMY WAY
CHRISTIAN ACADEMY BLVD
FLOYD LN
BAGLEY LN
SHERRILL BLVD
PARK WEST BLVD
PARK NORTH BLVD
NORTH CEDAR BLUFF RD
N CEDAR BLUFF RD
SCHOOL ACCESS
PENSACOLA
GULFWOOD RD
RACQUET CLUB WAY
PARK VILLAGE RD
FOX LONAS RD
DUNBARTON
FRANK GARDNER LN
CALICO LN
SALLERS LN
RAMP
0.225
0.45
0.9
1
1.5

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

* **44.** **PARKER PROPERTIES, INC.** **10-D-16-RZ**
Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE CONSENT ITEMS AS READ AS READ EXCLUDING ITEMS 8, 33, 43, 48 AND 58. MOTION CARRIED 13-0. APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: Parker Properties, Inc

Date Filed: 8/16/16 Meeting Date: 10/13/16

Application Accepted by: DJC

Fee Amount: 1528.00 File Number: Rezoning 10-D-16-RZ

Fee Amount: _____ File Number: Plan Amendment _____

RECEIVED AUG 16 2016 Metropolitan Planning Commission

PROPERTY INFORMATION

Address: _____

General Location: NW/S Sherrill Bl. N of Parkwest Blvd.

Parcel ID Number(s): 119-018

Tract Size: 18.56 ac

Existing Land Use: Vacant

Planning Sector: NW County

Growth Policy Plan: Urban Growth

Census Tract: _____

Traffic Zone: _____

Jurisdiction: ☐ City Council _____ District
☒ County Commission 3 District

Requested Change

REZONING

FROM: PR + OS

TO: PC

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

General Commercial and Office

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT
Name: Parker Properties, Inc
Company: Joe Parker
Address: 535 Frank Gardner Ln
City: Knoxville State: TN Zip: 37932
Telephone: 310-2533
Fax: _____
E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: James Nixon
Company: First Commercial Real Estate
Address: 255 North Peters Rd
City: Knoxville State: TN Zip: 37923
Telephone: 588-1000
Fax: _____
E-mail: Jim.Nixon@588-1000.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: X [signature]

PLEASE PRINT
Name: Joe Parker

Company: _____

Address: Same as Owner

City: _____ State: _____ Zip: _____

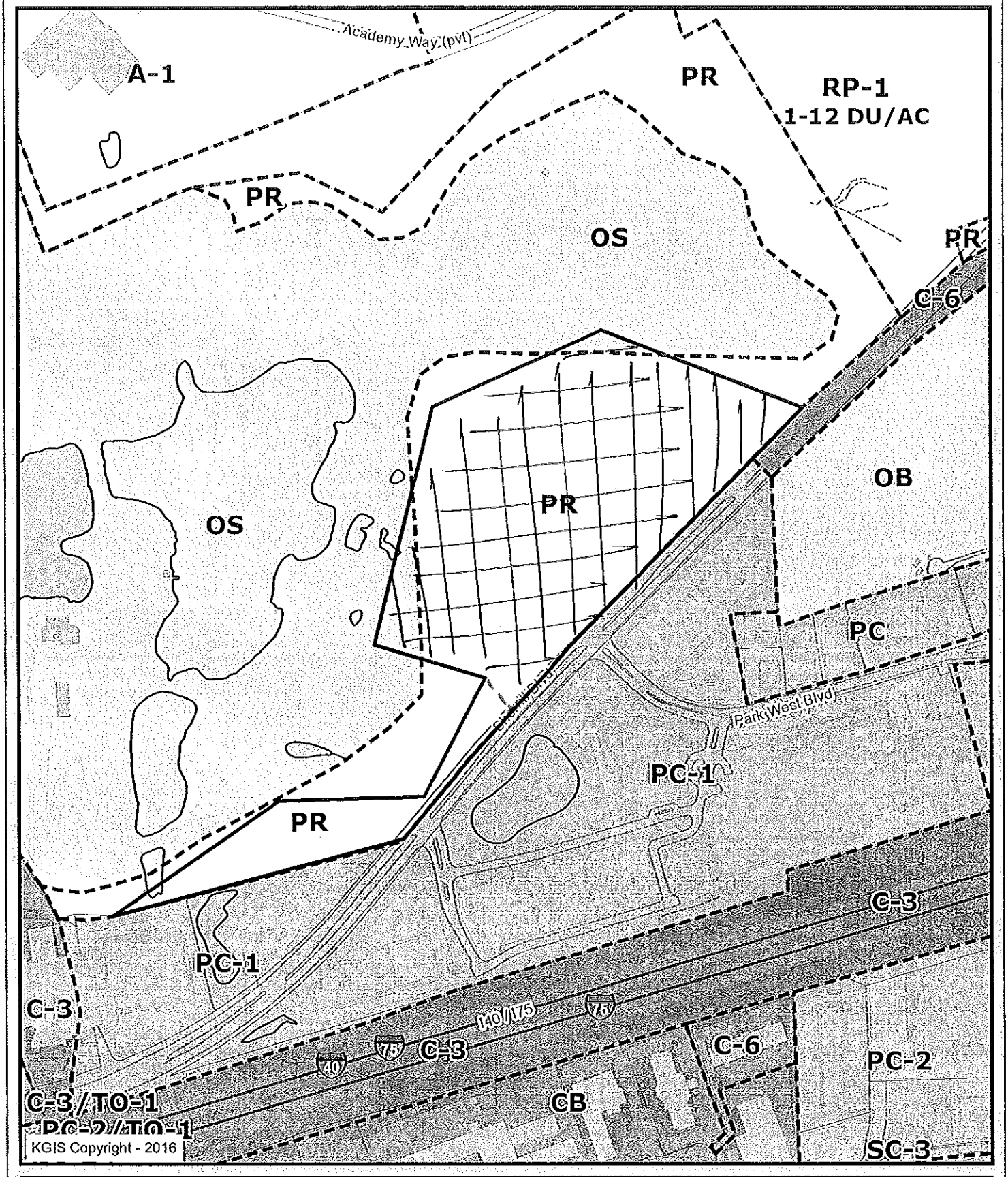
Telephone: _____

E-mail: _____

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option



Parker Properties, Inc.

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Knoxville - Knox County - KUB Geographic Information System

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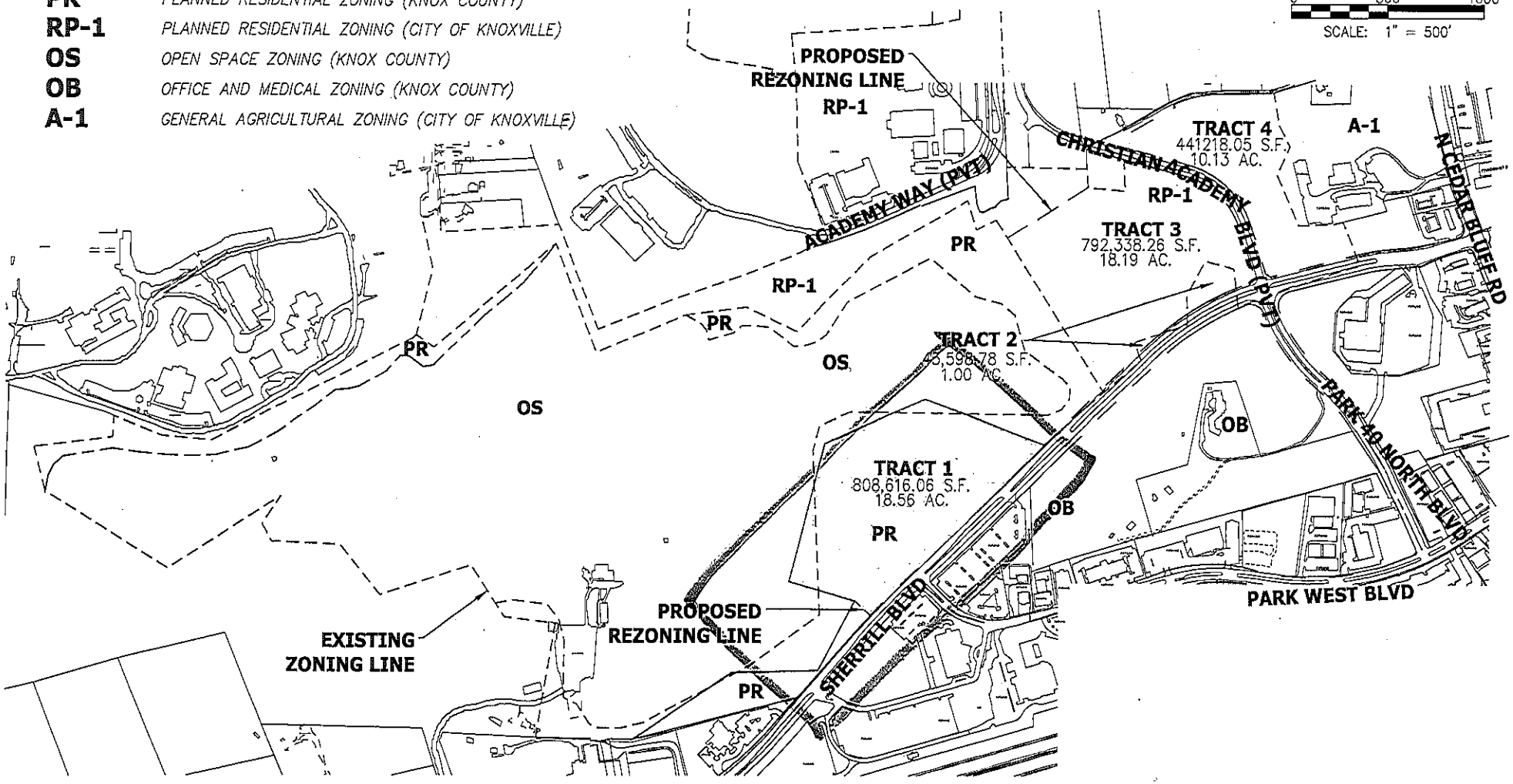
LEGEND

- EXISTING ZONING LINE
- PROPOSED ZONING LINE
- **PR** PLANNED RESIDENTIAL ZONING (KNOX COUNTY)
- **RP-1** PLANNED RESIDENTIAL ZONING (CITY OF KNOXVILLE)
- **OS** OPEN SPACE ZONING (KNOX COUNTY)
- **OB** OFFICE AND MEDICAL ZONING (KNOX COUNTY)
- **A-1** GENERAL AGRICULTURAL ZONING (CITY OF KNOXVILLE)



CANNON & CANNON INC CONSULTING ENGINEERS · FIELD SURVEYORS TEL 865.670.8555 WWW.CANNON-CANNON.COM 8550 Kingston Pike Knoxville, TN 37919	CCI PROJ. NO. 00999-0001 DATE MAY 27, 2016 SCALE 1" = 500' DRAWN LED CHECKED MAW	CLIENT **PARKER PROPERTIES, INC.** 555 FRANK GARDNER LANE KNOXVILLE, TN 37932	CONTACT PERSON JAMES NIXON (865) 310-2533 JIMNIXON@5881000.COM	PROJECT **SHERRILL BOULEVARD REZONING PLAN**	**1.0**

TRACT NO.	TRACT ACREAGE	TRACT CURRENT ZONING	TRACT PROPOSED ZONING	PART OF PARCEL	PARCEL ACREAGE	PARCEL OWNER	PARCEL ADDRESS	PARCEL INFORMATION	JURISDICTION
1	18.56 AC	OS "OPEN SPACE ZONE" AND PR "PLANNED RESIDENTIAL"	PC "PLANNED COMMERCIAL"	18	26.06 AC	PARKER PROPERTIES INC. 555 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT W6 WARD 47 CITY BLOCK 46366 RECORDED DEED 2063-532	KNOX COUNTY
2	1.00 AC	PR "PLANNED RESIDENTIAL"	PC "PLANNED COMMERCIAL"	18.25	139.66 AC	PARKER PROPERTIES INC. 9891 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT W6 WARD 47 CITY BLOCK 46366 RECORDED DEED 19990729-0008215	KNOX COUNTY
3	18.19 AC	RP-1 "PLANNED RESIDENTIAL DISTRICT"	PC-1 "RETAIL AND OFFICE PARK DISTRICT"	18.46	85.34 AC	PARKER PROPERTIES INC. 555 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT 47 WARD 47 CITY BLOCK 46366 RECORDED DEED 20070918-0024382	CITY OF KNOXVILLE
4	10.13 AC								

CANNON & CANNON INC
CONSULTING ENGINEERS · FIELD SURVEYORS
TEL 865.670.8555 | 8550 Kingston Pike Knoxville, TN 37919
WWW.CANNON-CANNON.COM

CCI PROJ. NO.	00999-0001
DATE	MAY 27, 2016
SCALE	N/A
DRAWN	LED
CHECKED	MAW

CLIENT
PARKER PROPERTIES, INC.
555 FRANK GARDNER LANE
KNOXVILLE, TN 37932

PROJECT
SHERRILL BOULEVARD REZONING PLAN

2.0

Knoxville NEWS SENTINEL

> Ad Proof

Sales Rep: Louise Watkins (K3405) Phone: (865) 342-6515 Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 10/18/16

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: 1320877 P.O. Number: Total Cost: $129.60

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). 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.

RLA-6798 **10-F-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 Parker Properties, Inc. for rezoning from PR (Planned Residential) to PC (Planned Commercial). Property located north side of Sherill Boulevard, west of Christian Academy Boulevard. COMMISSION DISTRICT 3. MPC Recommendation: Recommend the Knox County Commission approve PC (Planned Commercial) zoning.

Attachments

Parker Properties, Inc 10-F-16-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 11:44 AM **FILE NUMBER: 10-F-16-RZ**

APPLICANT:	PARKER PROPERTIES, INC.
APPLICANT'S REQUEST:	REZONING
FROM:	PR (Planned Residential)
TO:	PC (Planned Commercial)
MPC RECOMMENDATION:	**Recommend the Knox County Commission approve PC (Planned Commercial) zoning.**
MPC VOTE COUNT:	13-0 (Consent)
LOCATION:	North side Sherill Blvd., west of Christian Academy Blvd.
ACREAGE:	1 acres
DISTRICT:	Commission District 3
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	James Nixon 255 N Peters Rd Knoxville, TN 37923
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes
Consistent with Growth Plan?	Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION REZONING REPORT

FILE #: 10-F-16-RZ | **AGENDA ITEM #: 46**

AGENDA DATE: 10/13/2016

APPLICANT:	**PARKER PROPERTIES, INC.**
OWNER(S):	Parker Properties, Inc.
TAX ID NUMBER:	119 01825 — View map on KGIS
JURISDICTION:	County Commission District 3
STREET ADDRESS:	
LOCATION:	**North side Sherill Blvd., west of Christian Academy Blvd.**
APPX. SIZE OF TRACT:	**1 acres**
SECTOR PLAN:	Northwest County
GROWTH POLICY PLAN:	Urban Growth Area (Outside City Limits)
ACCESSIBILITY:	Access is via Sherrill Blvd., a 4 lane, median-divided, major collector street within 80' of right-of-way.
UTILITIES:	Water Source: Knoxville Utilities Board
	Sewer Source: Knoxville Utilities Board
WATERSHED:	Turkey Creek
PRESENT ZONING:	**PR (Planned Residential)**
ZONING REQUESTED:	**PC (Planned Commercial)**
EXISTING LAND USE:	**Surface parking**
PROPOSED USE:	**General commercial and office**
EXTENSION OF ZONE:	No
HISTORY OF ZONING:	None noted
SURROUNDING LAND USE AND ZONING:	North: Deadhorse Lake golf course / OS (Open Space)
	South: Vacant land / OB (Office, Medical & Related Services)
	East: Deadhorse Lake golf course / OS (Open Space)
	West: Deadhorse Lake golf course / OS (Open Space)
NEIGHBORHOOD CONTEXT:	This site is located along Sherrill Blvd., across the street from Parkwest Hospital, and is surrounded by Deadhorse Lake Golf Course.

STAFF RECOMMENDATION:

RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning.

PC zoning is consistent with the sector plan proposal for the property. PC development will be consistent with other zoning and development in the area. The requested PC zoning will require MPC approval of a development plan prior to any development of the property.

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 recommendation is compatible with the scale and intensity of the surrounding land uses and zoning pattern.
2. PC zoning is consistent with the sector plan proposal for the property.
3. PC zoning requires site plan approval by MPC as a use on review prior to development. As part of this review, MPC and County Engineering staff can address issues such as landscape screening, site lighting, traffic circulation, access, drainage and other potential development concerns. It will also give the opportunity for public comment at a public hearing.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. PC zoning is intended for a unified grouping of commercial buildings which do not require or desire a central business district location. It is the objective of this zone to achieve the highest quality site design, building arrangement, landscaping and traffic circulation patterns possible.
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 PC is the most appropriate zone for future commercial development of this site.

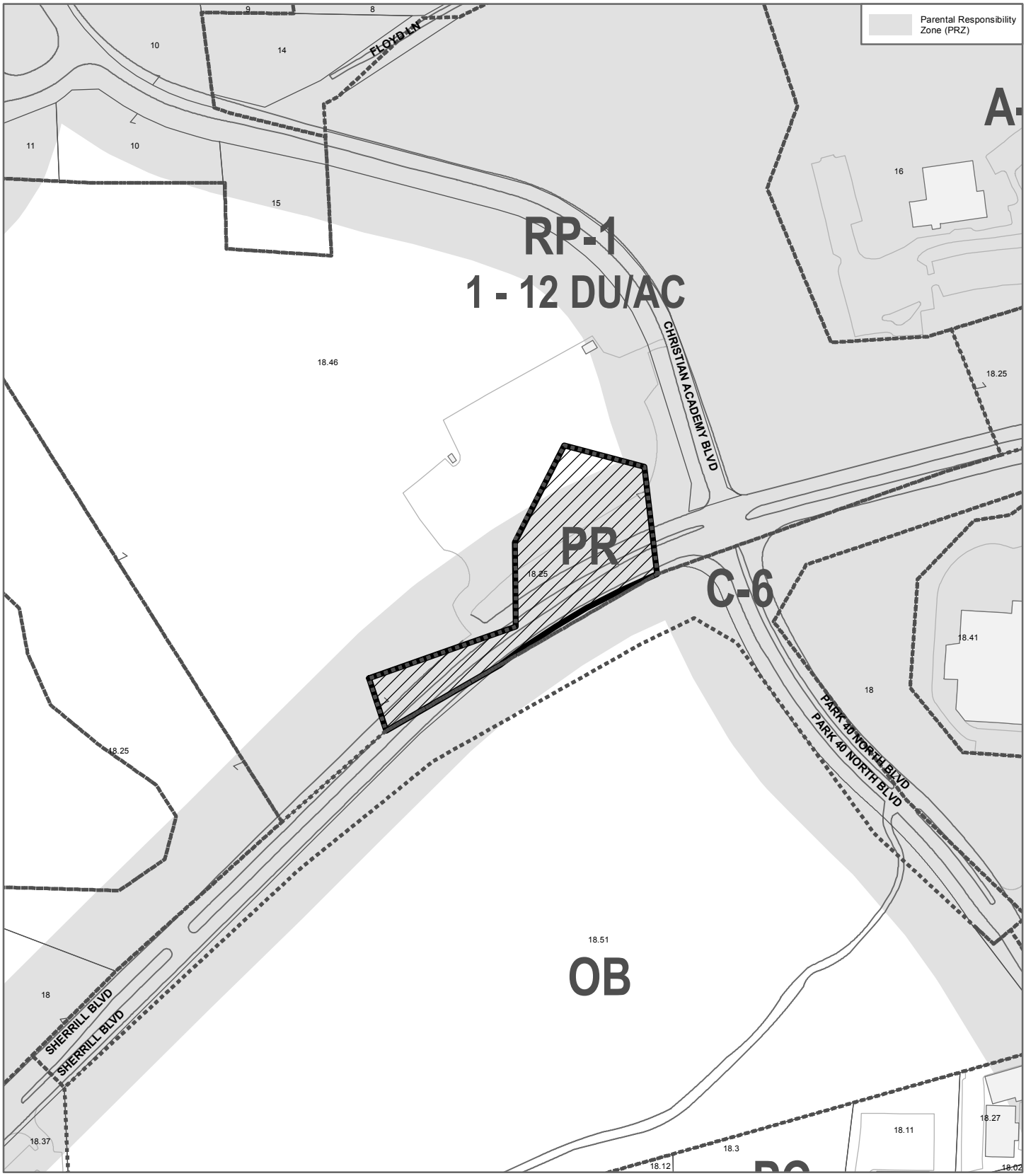
THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:
1. The recommendation is compatible with surrounding development and will have a minimal impact on adjacent properties.
2. Approval of PC zoning will allow the applicant to submit a development plan for MPC's consideration. The impact on the streets will depend on the type of development proposed. Sherrill Blvd. is a four lane major collector street capable of handling the additional traffic that would be generated by the commercial development of this site.
3. Public water and sewer utilities are in place to serve the site.
4. The Knox County Greenways Coordinator has indicated that future greenways are proposed in this area (see attached map). At the time of development plan review by MPC, the applicant will be expected to work with the Knox County Greenways Coordinator to reserve easements for future greenways.

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 and the Knoxville One Year Plan propose general commercial uses for this site. PC-1 zoning is consistent with that designation
2. The site is located within the Urban Growth Area (outside Knoxville City limits) on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. This 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 11/21/2016. 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.



10-F-16-RZ
REZONING

Petitioner: Parker Properties, Inc.

From: PR (Planned Residential)

To: PC (Planned Commercial)

Map No: 119

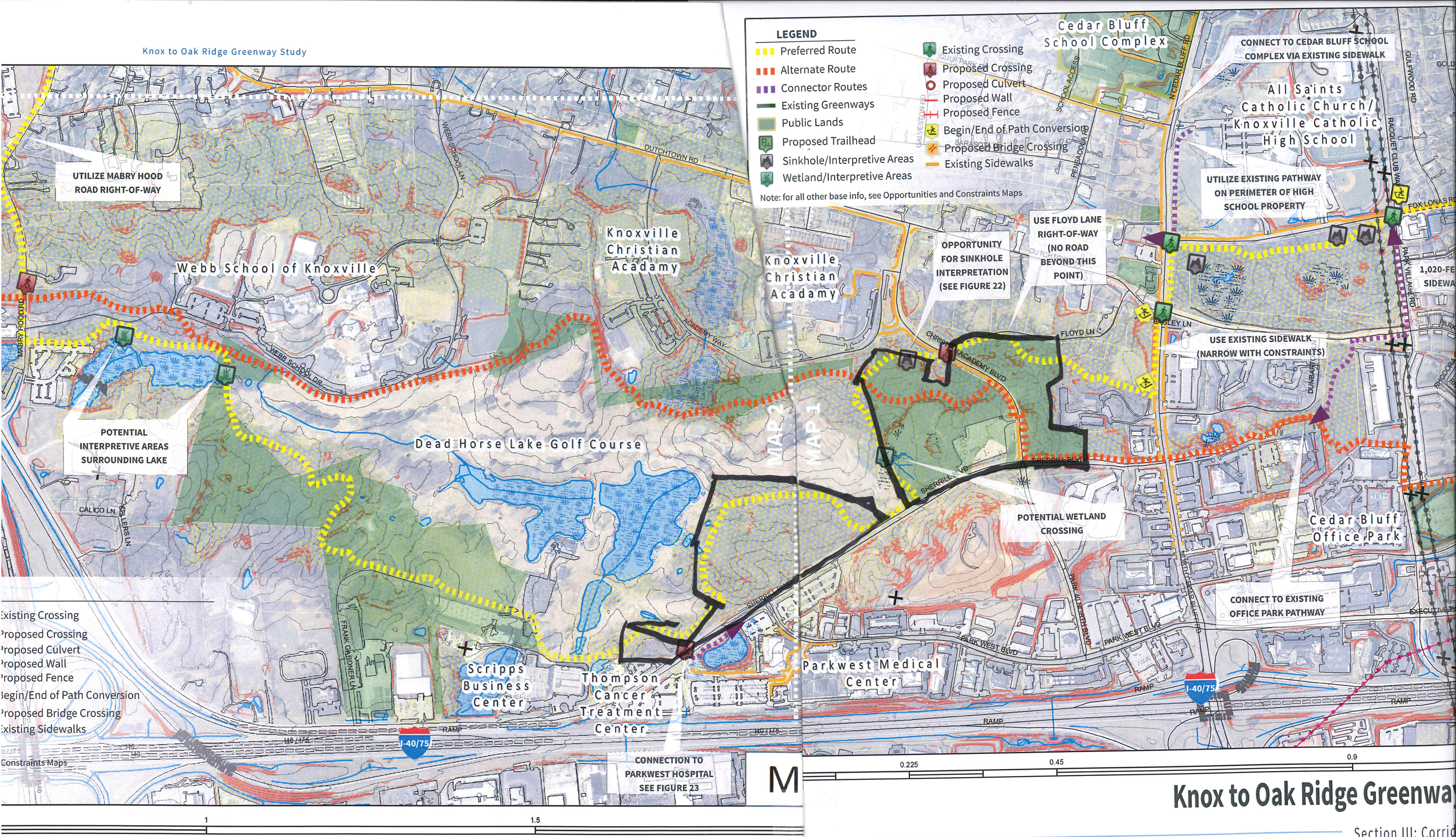
Jurisdiction: County

0 250 Feet

N

Original Print Date: 9/22/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*


LEGEND
Preferred Route
Alternate Route
Connector Routes
Existing Greenways
Public Lands
Proposed Trailhead
Sinkhole/Interpretive Areas
Wetland/Interpretive Areas
Existing Crossing
Proposed Crossing
Proposed Culvert
Proposed Wall
Proposed Fence
Begin/End of Path Conversion
Proposed Bridge Crossing
Existing Sidewalks
Note: for all other base info, see Opportunities and Constraints Maps
UTILIZE MABRY HOOD ROAD RIGHT-OF-WAY
Webb School of Knoxville
Knoxville Christian Acadamy
Knoxville Christian Acadamy
Cedar Bluff School Complex
CONNECT TO CEDAR BLUFF SCHOOL COMPLEX VIA EXISTING SIDEWALK
All Saints Catholic Church/ Knoxville Catholic High School
UTILIZE EXISTING PATHWAY ON PERIMETER OF HIGH SCHOOL PROPERTY
OPPORTUNITY FOR SINKHOLE INTERPRETATION (SEE FIGURE 22)
USE FLOYD LANE RIGHT-OF-WAY (NO ROAD BEYOND THIS POINT)
USE EXISTING SIDEWALK (NARROW WITH CONSTRAINTS)
POTENTIAL INTERPRETIVE AREAS SURROUNDING LAKE
Dead Horse Lake Golf Course
POTENTIAL WETLAND CROSSING
Cedar Bluff Office Park
CONNECT TO EXISTING OFFICE PARK PATHWAY
Scripps Business Center
Thompson Cancer Treatment Center
Parkwest Medical Center
CONNECTION TO PARKWEST HOSPITAL SEE FIGURE 23
I-40/75
DUTCHTOWN RD
WEBB SCHOOL LN
WEBB SCHOOL DR
MABRY HOOD RD
ACADEMY WAY
CHRISTIAN ACADEMY BLVD
FLOYD LN
BAGLEY LN
SHERRILL BLVD
PARK WEST BLVD
PARK NORTH BLVD
NORTH CEDAR BLUFF RD
N CEDAR BLUFF RD
SCHOOL ACCESS
PENSACOLA
GULFWOOD RD
RACQUET CLUB WAY
PARK VILLAGE RD
FOX LONAS RD
DUNBARTON
FRANK GARDNER LN
CALICO LN
SALLERS LN
RAMP
0.225
0.45
0.9
1
1.5

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

* **46.** **PARKER PROPERTIES, INC.** **10-F-16-RZ**
North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PC (Planned Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE CONSENT ITEMS AS READ AS READ EXCLUDING ITEMS 8, 33, 43, 48 AND 58. MOTION CARRIED 13-0. APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: Parker Properties, Inc.

Date Filed: 8/15/16 Meeting Date: 10/13/16

Application Accepted by: DK

Fee Amount: 600.00 File Number: Rezoning 10-F-16-RZ

Fee Amount: _____ File Number: Plan Amendment _____

PROPERTY INFORMATION

Address: _____

General Location: N/S Sherrill Bv W of Christian Academy Bv

Parcel ID Number(s): 119 01825

Tract Size: 1 ± Acres

Existing Land Use: Parking

Planning Sector: NW County

Growth Policy Plan: Urban Growth

Census Tract: _____

Traffic Zone: _____

Jurisdiction: ☐ City Council _____ District
☒ County Commission 3 District

Requested Change

REZONING

FROM: PR

TO: PC

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

General Commercial and Office

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT
Name: Parker Properties, Inc.

Company: Joe Parker

Address: 555 Frank Gardner Ln

City: Knoxville State: TN Zip: 37932

Telephone: 310-2533

Fax: _____

E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: James Nixon

Company: First Commercial Real Estate

Address: 255 North Peters Rd

City: Knoxville State: TN Zip: 37923

Telephone: 588-1000

Fax: 310-2533 (c)

E-mail: JimNixon@588-1000.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: Joe Parker

Company: Same as Owner

Address: _____

City: _____ State: _____ Zip: _____

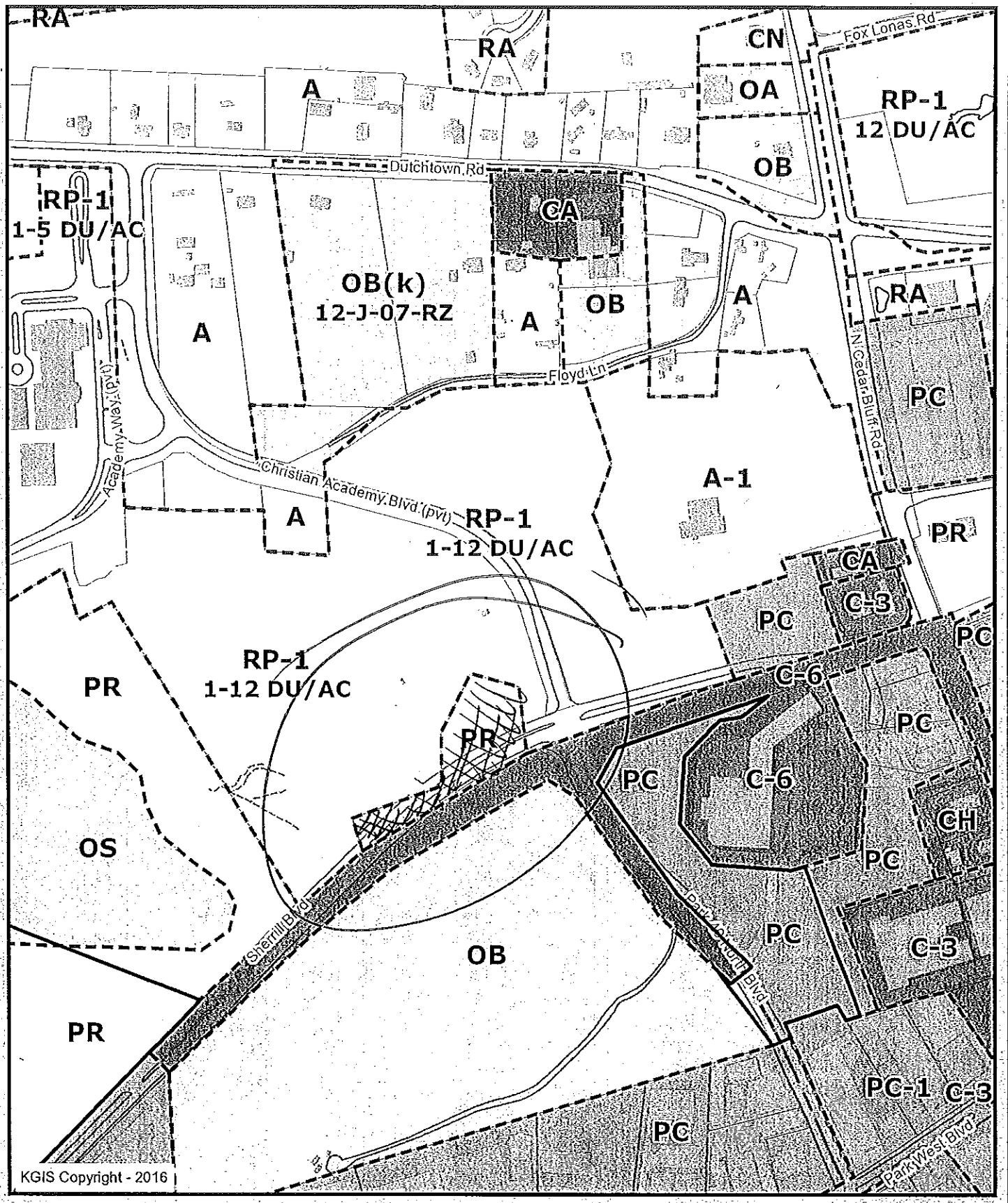
Telephone: _____

E-mail: _____

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option



Parker Properties, Inc.

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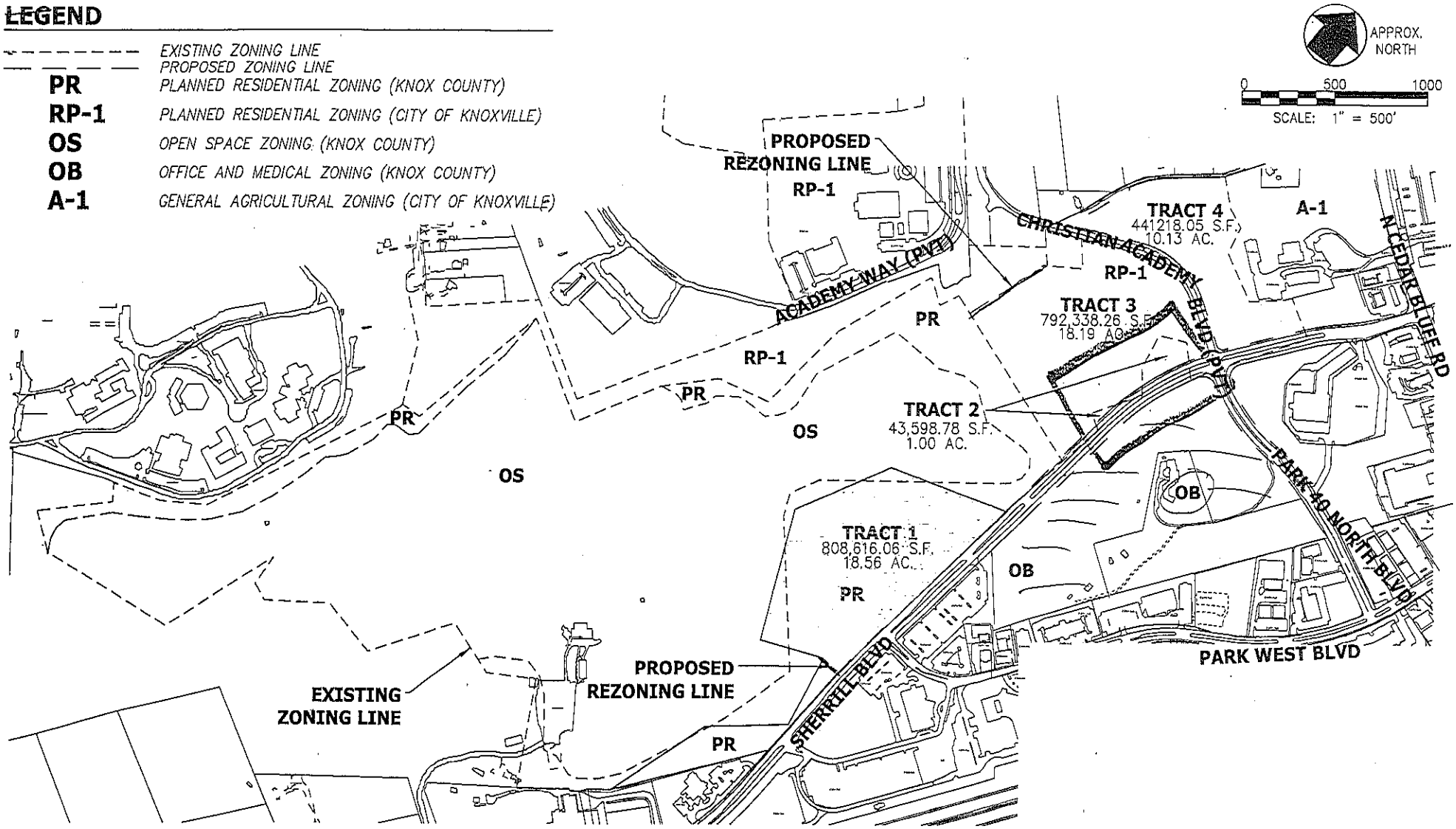
LEGEND

- - - - - - - -	EXISTING ZONING LINE
— — — — —	PROPOSED ZONING LINE
PR	PLANNED RESIDENTIAL ZONING (KNOX COUNTY)
RP-1	PLANNED RESIDENTIAL ZONING (CITY OF KNOXVILLE)
OS	OPEN SPACE ZONING (KNOX COUNTY)
OB	OFFICE AND MEDICAL ZONING (KNOX COUNTY)
A-1	GENERAL AGRICULTURAL ZONING (CITY OF KNOXVILLE)



CANNON & CANNON INC CONSULTING ENGINEERS · FIELD SURVEYORS TEL 865.670.8555 WWW.CANNON-CANNON.COM 8550 Kingston Pike Knoxville, TN 37919	CCI PROJ. NO. 00999-0001 DATE MAY 27, 2016 SCALE 1" = 500' DRAWN LED CHECKED MAW	CLIENT **PARKER PROPERTIES, INC.** 555 FRANK GARDNER LANE KNOXVILLE, TN 37932	CONTACT PERSON JAMES NIXON (865) 310-2533 JIMNIXON@5881000.COM	PROJECT **SHERRILL BOULEVARD REZONING PLAN**	**1.0**

TRACT NO.	TRACT ACREAGE	TRACT CURRENT ZONING	TRACT PROPOSED ZONING	PART OF PARCEL	PARCEL ACREAGE	PARCEL OWNER	PARCEL ADDRESS	PARCEL INFORMATION	JURISDICTION
1	18.56 AC	OS "OPEN SPACE ZONE" AND PR "PLANNED RESIDENTIAL"	PC "PLANNED COMMERCIAL"	18	26.06 AC	PARKER PROPERTIES INC. 555 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT W6 WARD 47 CITY BLOCK 46366 RECORDED DEED 2063-532	KNOX COUNTY
2	1.00 AC	PR "PLANNED RESIDENTIAL"	PC "PLANNED COMMERCIAL"	18.25	139.66 AC	PARKER PROPERTIES INC. 9891 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT W6 WARD 47 CITY BLOCK 46366 RECORDED DEED 19990729-0008215	KNOX COUNTY
3	18.19 AC	RP-1 "PLANNED RESIDENTIAL DISTRICT"	PC-1 "RETAIL AND OFFICE PARK DISTRICT"	18.46	85.34 AC	PARKER PROPERTIES INC. 555 FRANK GARDNER LN KNOXVILLE, TN 37932	0 SHERRILL BLVD KNOXVILLE, TN 37923	CLT MAP 119 DISTRICT 47 WARD 47 CITY BLOCK 46366 RECORDED DEED 20070918-0024382	CITY OF KNOXVILLE
4	10.13 AC								

CANNON & CANNON INC
CONSULTING ENGINEERS · FIELD SURVEYORS
TEL 865.670.8555 WWW.CANNON-CANNON.COM
8550 Kingston Pike Knoxville, TN 37919

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CLIENT
PARKER PROPERTIES, INC.
555 FRANK GARDNER LANE
KNOXVILLE, TN 37932

PROJECT
SHERRILL BOULEVARD REZONING PLAN

2.0

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). MPC Recommendation: Approve.

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RLA-6799 **10-C-16-SP**

Work Session

Meeting Date:	11/14/2016
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 Norman Dale Stewart and Valerie Treece Stewart for a North County Sector Plan amendment from LDR (Low Density Residential) to GC (General Commercial). Property located southwest end Gardenstone Way, southwest of Old Clinton Pike. COMMISSION DISTRICT 7. MPC Action: Adopt Resolution #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment.

Attachments

Stewart 10-C-16-SP

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 11:48 AM **FILE NUMBER: 10-C-16-SP**

APPLICANT:	NORMAN DALE STEWART AND VALERIE TREECE STEWART
APPLICANT'S REQUEST:	North County Sector Plan Amendment
FROM:	LDR (Low Density Residential)
TO:	GC (General Commercial)
MPC ACTION:	**Adopt Resolution #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment.**
MPC VOTE COUNT:	13-0 (Consent)
LOCATION:	Southwest end Gardenstone Way, southwest of Old Clinton Pike
DISTRICT:	Commission District 7
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	Norman and Valerie Stewart 8139 Timberstone Ln Powell, TN 37849
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

▶ **FILE #:**	**10-G-16-RZ**	**AGENDA ITEM #:**	**47**
	10-C-16-SP	**AGENDA DATE:**	**10/13/2016**

▶ **APPLICANT:**	**NORMAN DALE STEWART AND VALERIE TREECE STEWART**
OWNER(S):	Norman and Valerie Stewart
TAX ID NUMBER:	55 M A 02301,02302,02303,02304 AND PART OF 023, MAP ON FILE AT MPC **View map on KGIS**
JURISDICTION:	Commission District 7
STREET ADDRESS:	
▶ **LOCATION:**	**Southwest end Gardenstone Way, southwest of Old Clinton Pike**
▶ **TRACT INFORMATION:**	**1.2 acres.**
SECTOR PLAN:	North County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Stewart Run Way, a private joint permanent easement with 40' of right-of-way that connects with Clinton Hwy., a major arterial street with 4 lanes within 125' feet of right-of-way.
UTILITIES:	Water Source: Hallsdale-Powell Utility District Sewer Source: Hallsdale-Powell Utility District
WATERSHED:	Beaver Creek
▶ **PRESENT PLAN DESIGNATION/ZONING:**	**LDR (Low Density Residential) / RA (Low Density Residential) and A (Agricultural)**
▶ **PROPOSED PLAN DESIGNATION/ZONING:**	**GC (General Commercial) / CA (General Business)**
▶ **EXISTING LAND USE:**	**Vacant land**
▶ **PROPOSED USE:**	**Two mobile homes per lot**
EXTENSION OF PLAN DESIGNATION/ZONING:	Yes
HISTORY OF ZONING REQUESTS:	None noted
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: Vacant land / LDR / A (Agricultural) South: Mobile home park / GC / RB (General Residential) East: Homes / LDR / RB (General Residential) West: Mobile home park / GC / CA (General Business)
NEIGHBORHOOD CONTEXT:	This area is developed with a mix of commercial and residential uses along Clinton Hwy., zoned CA and RB, with residential uses to the rear, zoned A, RA, RB and PR.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment, to make it operative. (See resolution, Exhibit A.)**

  General commercial uses are appropriate to be extended to the northeast to accommodate expansion of the existing mobile home park or for future commercial uses. The mobile home park to the southeast extends back to the same depth as the subject property from Clinton Hwy.

- **RECOMMEND that County Commission APPROVE CA (General Business) zoning.**

  The zoning recommendation is consistent with the recommended extension of the GC plan designation to the northeast. The GC plan designation is recommended for the entire area unde rthe same ownership, most of which is already zoned CA. CA is a logical extension of commercial zoning from the southwest. Commercial uses for this site will be compatible with the surrounding land uses and zoning pattern. The recommended CA zoning will permit either the proposed mobile homes or commercial development.

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 or utility improvements have been made recently in this area. However, utilities are in place and Clinton Hwy. is a major arterial street that is adequate to handle traffic that will be generated by commercial development of this site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
The current sector plan now proposes low density residential uses for the site. However, the commercial zoning is proposed to be extended to the northeast on land under the same ownership as the current CA zoned area. There is not necessarily an 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.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:
With previous approvals of commercial zoning and development in the surrounding area, a pattern has been established to allow commercial development in the area.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
A trend of commercial development has been established all around the site. 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. CA is a logical extension of commercial zoning from the southwest and will allow compatible uses to the surrounding development pattern.
2. The majority of the area owned by the applicants is already zoned CA. The applicant is requesting CA zoning for consistency with surrounding parcels to the southwest, already zoned CA. CA zoning will allow the proposed expansion of the mobile homes development onto the subject property.
3. The site is adjacent to commercially zoned parcels in the vicinity of the site, zoned CA. The proposal is an extension of that appropriate zoning pattern on a property that has frontage on a major arterial street.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested CA zoning is for general retail businesses and services but not for manufacturing or for processing materials.
2. Based on the above description and intent, this property is appropriate to be rezoned to CA, as requested.

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. CA zoning is appropriate for this site and will not adversely affect any adjacent properties or other parts of the County.
2. The extension of CA zoning to this site is appropriate in this existing commercial area.
3. CA zoning will allow either the proposed mobile homes or commercial development.

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 plan amendment to the general commercial land use classification, CA zoning would be consistent with the North County Sector Plan.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Staff has not identified any conflicts with other adopted plans.

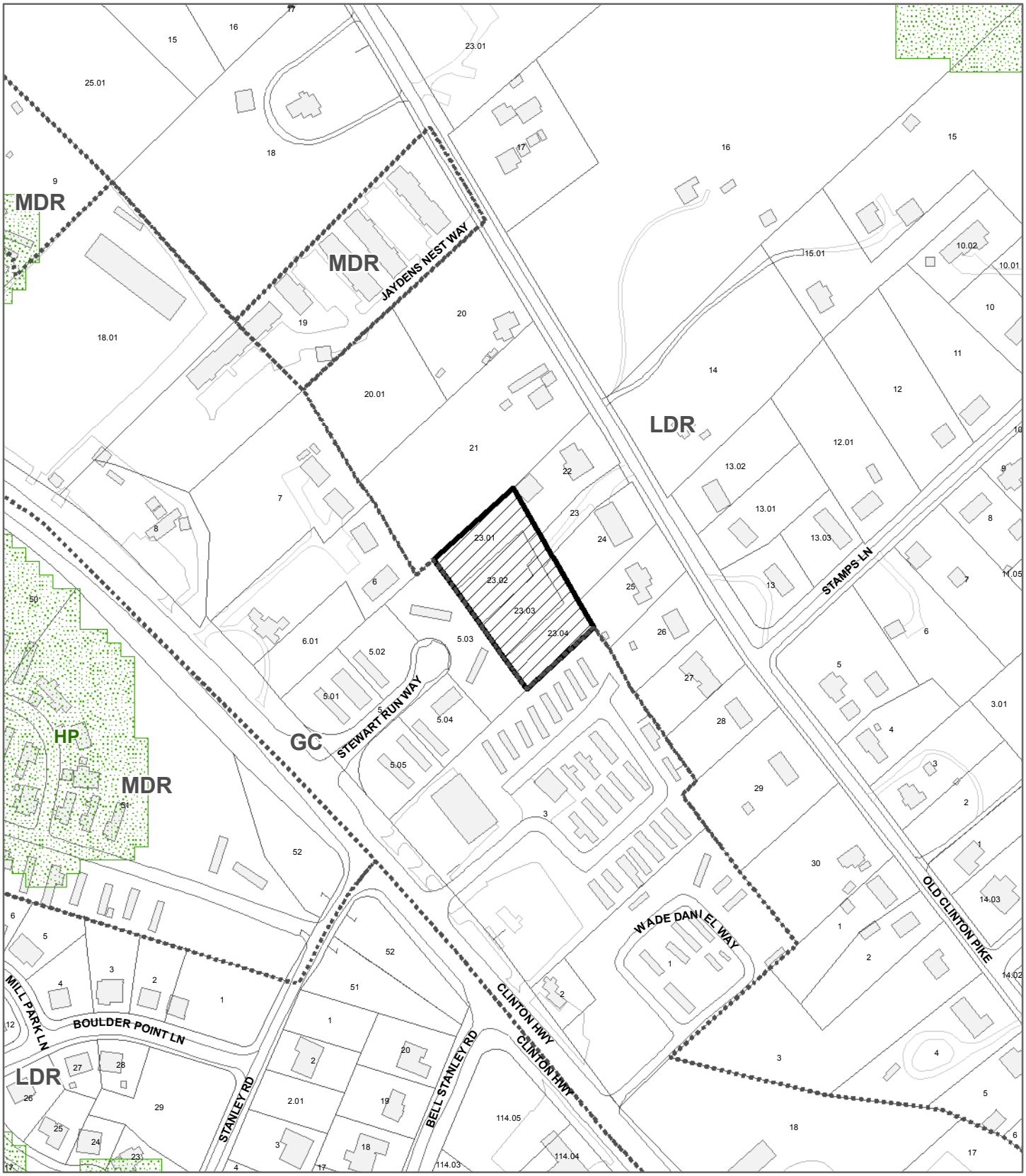
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

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 11/21/2016. 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.



10-C-16-SP / 10-G-16-RZ
NORTH COUNTY SECTOR PLAN AMENDMENT

Petitioner: Norman Dale Stewart and Valerie Treece Stewart

From: LDR (Low Density Residential)

To: GC (General Commercial)

Map No: 55

Jurisdiction: County

0 250 Feet

N

Original Print Date: 9/22/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

RESOLUTION #10-C-16-SP **EXHIBIT A**

KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION A RESOLUTION AMENDING THE NORTH 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 North 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**, Norman Dale Stewart and Valerie Treece Stewart, has submitted an application to amend the Sector Plan from Low Density Residential to General Commercial, for property described in the application; and*

***WHEREAS**, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the North 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 October 13, 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 North County Sector Plan, with its accompanying staff report and map, file #10-C-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.

10-13-2016
Date

Rebecca Longmire
Chairman

Secretary

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

* **47.** **NORMAN DALE STEWART AND VALERIE TREECE STEWART**
Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7.

a. North County Sector Plan Amendment **10-C-16-SP**
From LDR (Low Density Residential) to GC (General Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

b. Rezoning **10-G-16-RZ**
From RA (Low Density Residential) and A (Agricultural) to CA (General Business).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CA (General Business) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE CONSENT ITEMS AS READ AS READ EXCLUDING ITEMS 8, 33, 43, 48 AND 58. MOTION CARRIED 13-0. APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: Norman Dale Stewart & Valerie Treece Stewart

Date Filed: August Meeting Date:

Application Accepted by: Thomas Brechko

Fee Amount: $ 1000.00 File Number: Rezoning 10-G-16-RZ

Fee Amount: $ 600.00 File Number: Plan Amendment 10-C-16-SP

RECEIVED AUG 17 2016 Metropolitan Planning Commission

PROPERTY INFORMATION

Address: 3414, 3415, 3420 + 3421 Gardenstone Way

General Location: Southwest end of Gardenstone Way, southwest of Old Clinton Pike

Parcel ID Number(s): 055MA02301, 055MA02302, 055MA02303, and 055MA02304 and part of 055MA023

Tract Size: 1.2 acres

Existing Land Use: Vacant land

Planning Sector: North County

Growth Policy Plan: Planned Growth

Census Tract: 61.03

Traffic Zone: 197

Jurisdiction: ☐ City Council _____ District

☒ County Commission 7 District

Requested Change

REZONING

FROM: RA and A

TO: CA

PLAN AMENDMENT

☐ One Year Plan ☒ North County Sector Plan

FROM: LDR

TO: GC

PROPOSED USE OF PROPERTY

Two mobile homes per lot

Density Proposed _____ Units/Acre

Previous Rezoning Requests:

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT

Name: Norman & Valerie Stewart

Company:

Address: 8139 Timberstone LN

City: Powell State: TN Zip: 37849

Telephone: 865-310-5681

Fax: 865-573-4869

E-mail: vstewart@mc.utmck.edu

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same as above

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: Valerie Stewart

PLEASE PRINT

Name: Valerie Stewart

Company:

Address: 8139 Timberstone LANE

City: Knox State: TN Zip: 37849

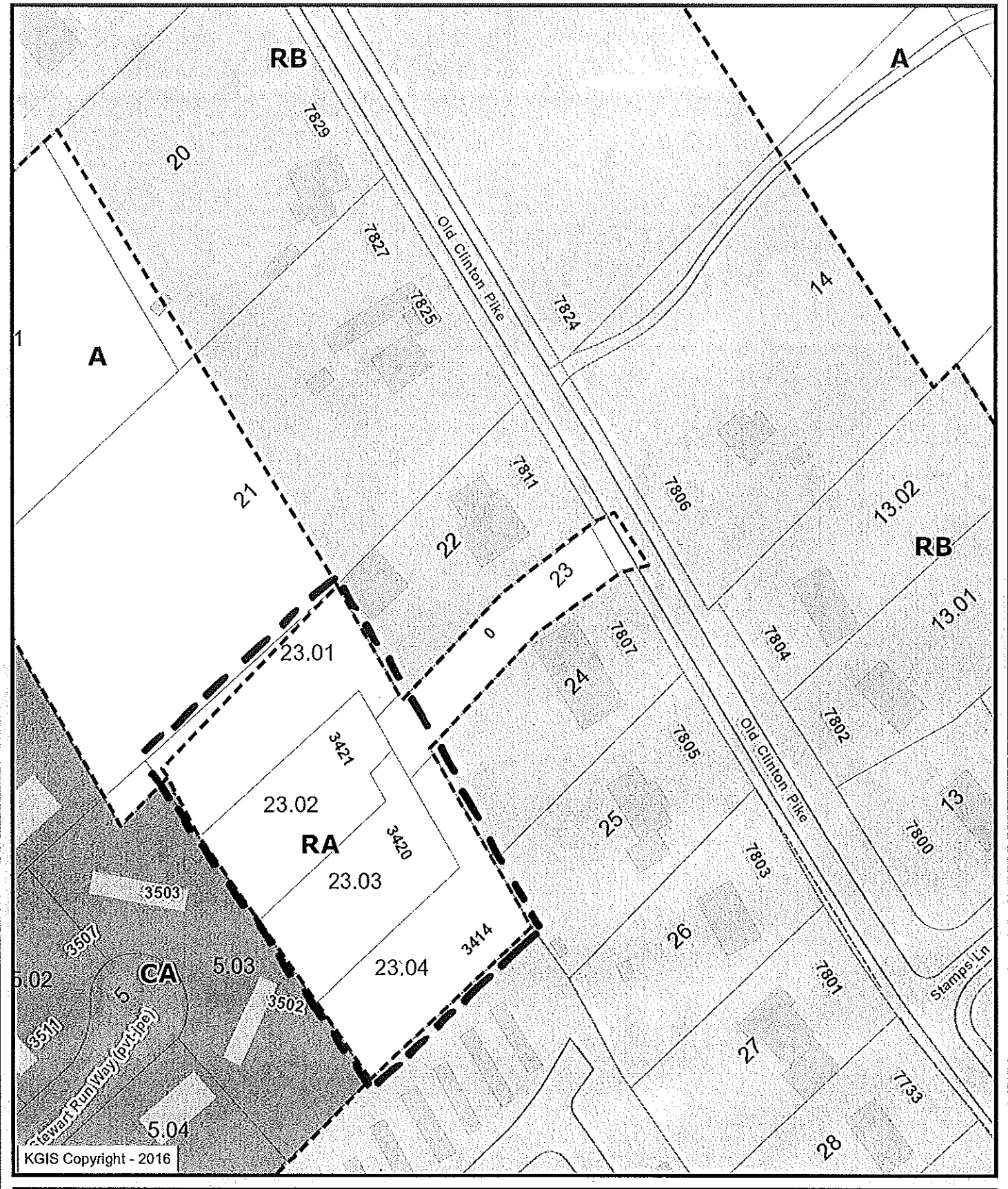
Telephone:

E-mail: Same as above

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option
Norman Dale Stewart	8139 Timberstone Ln, Powell, TN 37849	✓	
& Valerie Treece Stewart			



Letter Portrait

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Letter Portrait

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ft

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Knoxville NEWS SENTINEL

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Sales Rep: Louise Watkins (K3405) Phone: (865) 342-6515 Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 10/18/16

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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Ad Id: 1320877 P.O. Number: Total Cost: $129.60

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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.

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Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

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RLA-6800 **10-G-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 Norman Dale Stewart and Valerie Treece Stewart for rezoning from RA(Low Density Residential) and A(Agricultural) to CA(General Business). Property located southwest end of Gardenstone Way, southwest of Old Clinton Pike. Commission District 7. MPC Recommendation: Recommend the Knox County Commission approve CA(General Business) zoning.

Attachments

Stewart 10-G-16-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 11:51 AM **FILE NUMBER: 10-G-16-RZ**

APPLICANT:	NORMAN DALE STEWART AND VALERIE TREECE STEWART
APPLICANT'S REQUEST:	REZONING
FROM:	RA (Low Density Residential) and A (Agricultural)
TO:	CA (General Business)
MPC RECOMMENDATION:	**Recommend the Knox County Commission approve CA (General Business) zoning.**
MPC VOTE COUNT:	13-0 (Consent)
LOCATION:	Southwest end Gardenstone Way, southwest of Old Clinton Pike
ACREAGE:	1.2 acres
DISTRICT:	Commission District 7
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	Norman and Valerie Stewart 8139 Timberstone Ln Powell, TN 37849
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes, if sector plan amendment is approved.
Consistent with Growth Plan?	Yes.

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

▶ **FILE #:**	**10-G-16-RZ**	**AGENDA ITEM #:**	**47**
	10-C-16-SP	**AGENDA DATE:**	**10/13/2016**

▶ **APPLICANT:**	**NORMAN DALE STEWART AND VALERIE TREECE STEWART**
OWNER(S):	Norman and Valerie Stewart
TAX ID NUMBER:	55 M A 02301,02302,02303,02304 AND PART OF 023, MAP ON FILE AT MPC **View map on KGIS**
JURISDICTION:	Commission District 7
STREET ADDRESS:	
▶ **LOCATION:**	**Southwest end Gardenstone Way, southwest of Old Clinton Pike**
▶ **TRACT INFORMATION:**	**1.2 acres.**
SECTOR PLAN:	North County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Stewart Run Way, a private joint permanent easement with 40' of right-of-way that connects with Clinton Hwy., a major arterial street with 4 lanes within 125' feet of right-of-way.
UTILITIES:	Water Source: Hallsdale-Powell Utility District Sewer Source: Hallsdale-Powell Utility District
WATERSHED:	Beaver Creek
▶ **PRESENT PLAN DESIGNATION/ZONING:**	**LDR (Low Density Residential) / RA (Low Density Residential) and A (Agricultural)**
▶ **PROPOSED PLAN DESIGNATION/ZONING:**	**GC (General Commercial) / CA (General Business)**
▶ **EXISTING LAND USE:**	**Vacant land**
▶ **PROPOSED USE:**	**Two mobile homes per lot**
EXTENSION OF PLAN DESIGNATION/ZONING:	Yes
HISTORY OF ZONING REQUESTS:	None noted
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: Vacant land / LDR / A (Agricultural) South: Mobile home park / GC / RB (General Residential) East: Homes / LDR / RB (General Residential) West: Mobile home park / GC / CA (General Business)
NEIGHBORHOOD CONTEXT:	This area is developed with a mix of commercial and residential uses along Clinton Hwy., zoned CA and RB, with residential uses to the rear, zoned A, RA, RB and PR.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment, to make it operative. (See resolution, Exhibit A.)**

  General commercial uses are appropriate to be extended to the northeast to accommodate expansion of the existing mobile home park or for future commercial uses. The mobile home park to the southeast extends back to the same depth as the subject property from Clinton Hwy.

- **RECOMMEND that County Commission APPROVE CA (General Business) zoning.**

  The zoning recommendation is consistent with the recommended extension of the GC plan designation to the northeast. The GC plan designation is recommended for the entire area unde rthe same ownership, most of which is already zoned CA. CA is a logical extension of commercial zoning from the southwest. Commercial uses for this site will be compatible with the surrounding land uses and zoning pattern. The recommended CA zoning will permit either the proposed mobile homes or commercial development.

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 or utility improvements have been made recently in this area. However, utilities are in place and Clinton Hwy. is a major arterial street that is adequate to handle traffic that will be generated by commercial development of this site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
The current sector plan now proposes low density residential uses for the site. However, the commercial zoning is proposed to be extended to the northeast on land under the same ownership as the current CA zoned area. There is not necessarily an 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.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:
With previous approvals of commercial zoning and development in the surrounding area, a pattern has been established to allow commercial development in the area.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
A trend of commercial development has been established all around the site. 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. CA is a logical extension of commercial zoning from the southwest and will allow compatible uses to the surrounding development pattern.
2. The majority of the area owned by the applicants is already zoned CA. The applicant is requesting CA zoning for consistency with surrounding parcels to the southwest, already zoned CA. CA zoning will allow the proposed expansion of the mobile homes development onto the subject property.
3. The site is adjacent to commercially zoned parcels in the vicinity of the site, zoned CA. The proposal is an extension of that appropriate zoning pattern on a property that has frontage on a major arterial street.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested CA zoning is for general retail businesses and services but not for manufacturing or for processing materials.
2. Based on the above description and intent, this property is appropriate to be rezoned to CA, as requested.

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. CA zoning is appropriate for this site and will not adversely affect any adjacent properties or other parts of the County.
2. The extension of CA zoning to this site is appropriate in this existing commercial area.
3. CA zoning will allow either the proposed mobile homes or commercial development.

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 plan amendment to the general commercial land use classification, CA zoning would be consistent with the North County Sector Plan.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Staff has not identified any conflicts with 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 11/21/2016. 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.

10-G-16-RZ
REZONING

Petitioner: Norman Dale Stewart and Valerie Treece Stewart

From: RA (Low Density Residential) and A (Agricultural)

To: CA (General Business)

Map No: 55

Jurisdiction: County

0 250 Feet

N

Original Print Date: 9/22/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

* **47.** **NORMAN DALE STEWART AND VALERIE TREECE STEWART**
Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7.

a. North County Sector Plan Amendment **10-C-16-SP**
From LDR (Low Density Residential) to GC (General Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #10-C-16-SP, amending the North County Sector Plan to GC (General Commercial) and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

b. Rezoning **10-G-16-RZ**
From RA (Low Density Residential) and A (Agricultural) to CA (General Business).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CA (General Business) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE CONSENT ITEMS AS READ AS READ EXCLUDING ITEMS 8, 33, 43, 48 AND 58. MOTION CARRIED 13-0. APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: Norman Dale Stewart & Valerie Treece Stewart

Date Filed: August Meeting Date:

Application Accepted by: Thomas Brechko

Fee Amount: $ 1000.00 File Number: Rezoning 10-G-16-RZ

Fee Amount: $ 600.00 File Number: Plan Amendment 10-C-16-SP

RECEIVED AUG 17 2016 Metropolitan Planning Commission

PROPERTY INFORMATION

Address: 3414, 3415, 3420 + 3421 Gardenstone Way

General Location: Southwest end of Gardenstone Way, southwest of Old Clinton Pike

Parcel ID Number(s): 055MA02301, 055MA02302, 055MA02303, and 055MA02304 and part of 055MA023

Tract Size: 1.2 acres

Existing Land Use: Vacant land

Planning Sector: North County

Growth Policy Plan: Planned Growth

Census Tract: 61.03

Traffic Zone: 197

Jurisdiction: ☐ City Council _____ District

☒ County Commission 7 District

Requested Change

REZONING

FROM: RA and A

TO: CA

PLAN AMENDMENT

☐ One Year Plan ☒ North County Sector Plan

FROM: LDR

TO: GC

PROPOSED USE OF PROPERTY

Two mobile homes per lot

Density Proposed _____ Units/Acre

Previous Rezoning Requests:

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT

Name: Norman & Valerie Stewart

Company:

Address: 8139 Timberstone LN

City: Powell State: TN Zip: 37849

Telephone: 865-310-5681

Fax: 865-573-4869

E-mail: vstewart@mc.utmck.edu

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same as above

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: Valerie Stewart

PLEASE PRINT

Name: Valerie Stewart

Company:

Address: 8139 Timberstone LANE

City: Knox State: TN Zip: 37849

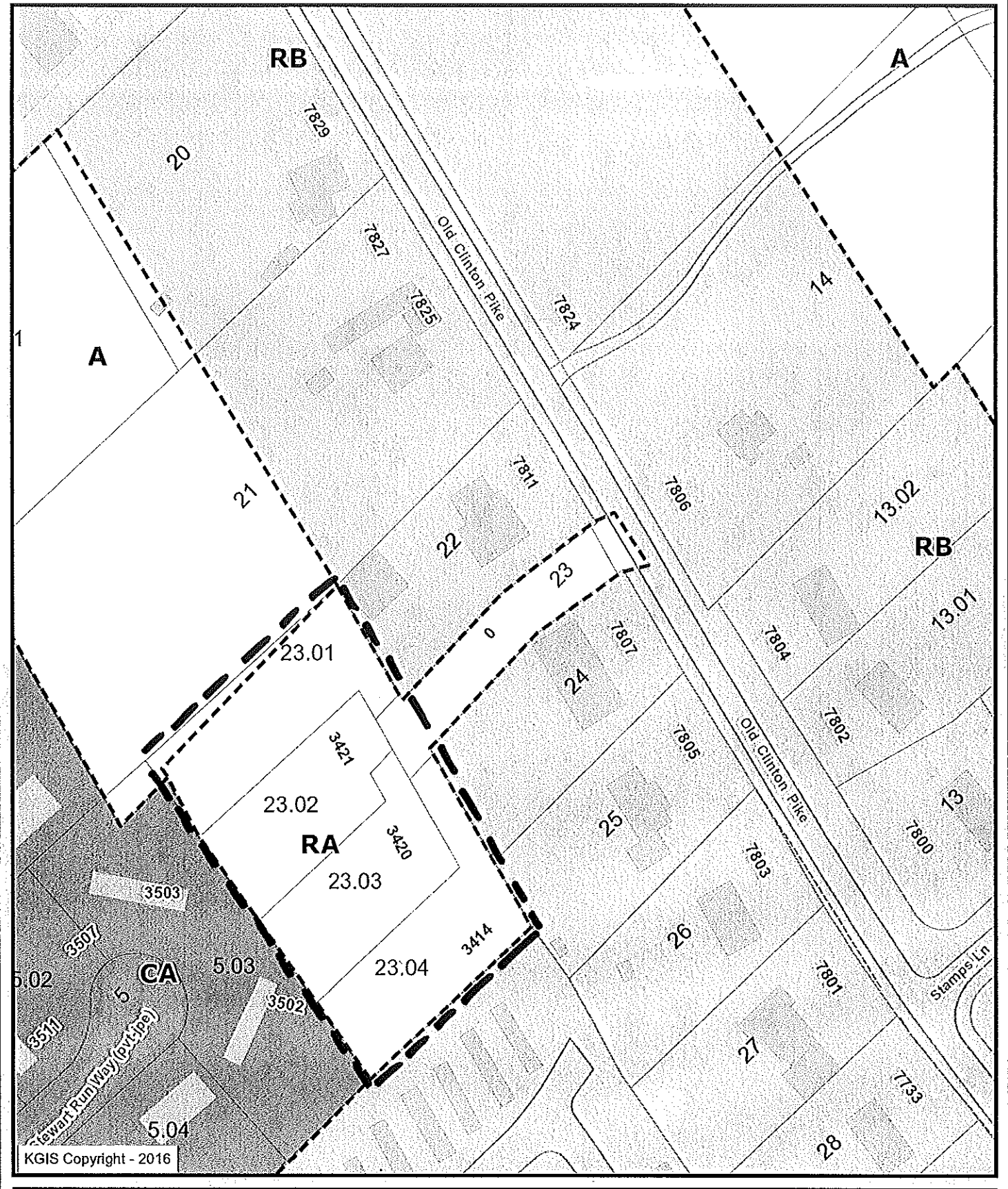
Telephone:

E-mail: Same as above

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option
Norman Dale Stewart	8139 Timberstone Ln, Powell, TN 37849	✓	
& Valerie Treece Stewart			



Letter Portrait

Printed: 8/17/2016 at 3:10:31 PM

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Knoxville - Knox County - KUB Geographic Information System

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

Letter Portrait

Printed: 8/17/2016 at 3:21:22 PM

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Knoxville - Knox County - KUB Geographic Information System

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Knoxville NEWS SENTINEL

> Ad Proof

Sales Rep: Louise Watkins (K3405) Phone: (865) 342-6515 Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 10/18/16

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: 1320877 P.O. Number: Total Cost: $129.60

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). 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.

RLA-6801 **10-D-16-SP**

Work Session

Meeting Date:	11/14/2016
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 The Development Corporation of Knox County for an East County Sector Plan amendment from LDR (Low Density Residential) to BP-1 (Business Park-Type 1). Property located northwest side Thorn Grove Pike, north of I-40, southwest of Midway Road. COMMISSION DISTRICT 8. MPC Action: Adopt Resolution #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park-Type 1) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.

Attachments

TDC 10-D-16-SP

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 12:00 PM **FILE NUMBER: 10-D-16-SP**

APPLICANT:	THE DEVELOPMENT CORPORATION OF KNOX COUNTY
APPLICANT'S REQUEST:	East County Sector Plan Amendment
FROM:	LDR (Low Density Residential)
TO:	BP-1 (Business Park Type 1)
MPC ACTION:	**Adopt Resolution #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park Type 1) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.**
MPC VOTE COUNT:	9-4
LOCATION:	Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd.
DISTRICT:	Commission District 8
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	The Development Corporation of Knox County 17 Market Square #201 Knoxville, TN 37902
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

▶ **FILE #:**	**10-H-16-RZ**	**AGENDA ITEM #:**	**48**
	10-D-16-SP	**AGENDA DATE:**	**10/13/2016**

▶ **APPLICANT:**	**THE DEVELOPMENT CORPORATION OF KNOX COUNTY**
OWNER(S):	The Development Corporation of Knox County
TAX ID NUMBER:	74 09601 & 09603 **View map on KGIS**
JURISDICTION:	Commission District 8
STREET ADDRESS:	
▶ **LOCATION:**	**Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd.**
▶ **TRACT INFORMATION:**	**3.64 acres.**
SECTOR PLAN:	East County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Thorn Grove Pike, a minor arterial street with 20' of pavement width within 50' of right-of-way.
UTILITIES:	Water Source: Knoxville Utilities Board Sewer Source: Knoxville Utilities Board
WATERSHED:	Holston and French Broad
▶ **PRESENT PLAN DESIGNATION/ZONING:**	**LDR (Low Density Residential) / A (Agricultural)**
▶ **PROPOSED PLAN DESIGNATION/ZONING:**	**BP-1 (Business Park Type 1) / EC (Employmenet Center)**
▶ **EXISTING LAND USE:**	**Residences**
▶ **PROPOSED USE:**	**Business park**
EXTENSION OF PLAN DESIGNATION/ZONING:	Yes
HISTORY OF ZONING REQUESTS:	EC zoning was approved for surrounding properties in 2015
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: Vacant land / EC (Employment Center) South: Vacant land & I-40 / EC (Employment Center) East: Agricultural / EC (Employment Center) West: Vacant land / EC (Employment Center)
NEIGHBORHOOD CONTEXT:	This site is located in the northwest quadrant of the I-40/Midway Rd. interchange in an agricultural and rural residential portion of East Knox County zoned A (Agricultural). The immediately surrounding properties have been approved for a business park, which these properties are proprosed to be incorporated into.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park (Type 1)) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.**

The Business Park (Type 1) sector plan designation will allow consideration of the proposed EC (Employment Center) zoning for this site. The properties are owned by The Development Corporation of Knox County and are proposed to be incorporated into the previously approved business park that surrounds the properties.

- **RECOMMEND that County Commission APPROVE EC (Employment Center) zoning.**

EC (Employment Center) is an extension of the surrounding zoning and is the most appropriate zoning district the subject properties. The properties are proposed to be incorporated into the surrounding business park. The approval of the business park concept plan included a condition that the subject properties be rezoned EC because the required improvements to Thorngrove Pike encroach significantly into these properties.

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 occurred recently in the area. However, the recently approved concept plan for the surrounding business park does include improvements to Thorngrove Pike that include widening and straightening the road from Midway Rd. to the I-40 overpass. It is staff's understanding that KUB will extend water and sanitary sewer utilities to serve the business park.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
The current sector plan calls for low density residential uses for the site. Since the adoption of the East County Sector Plan, the sector plan was amended for the surrounding property to allow consideration of business park uses. Staff maintains that the current LDR designation for the subject properties is no longer appropriate and the BP-1 designation is appropriate considering it is completely surrounded by BP-1 designated properties.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:
In 2015, Knox County Commission approved the BP-1 sector plan designation for approximately 345 acres of land in the northwest quadrant of the Midway / I-40 interchange. This property is within this area but was not designated BP-1 because it was not owned by The Development Corporation of Knox County at that time and was still being used as a residence.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
The subject properties are surrounded by proposed business park that recently received approval concept plan and development plan approval from the planning commission. The continued use of the subject properties for low density residential purposes is not likely over an extended period of time.

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 proposed rezoning is necessary because of Knox County's need to have land available for economic development and employment centers.
2. The subject properties are surrounded by EC zoned property that has received concept plan and development plan approval from the planning commission (9-SB-16-C & 9-E-16-UR).
3. The required improvements to widen and straighten Thorngrove Pike will extend into the subject properties. The remaining portions of the properties are proposed to be incorporated into the overall business park.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The EC zoning district, as stated in the Knox County Zoning Ordinance, is intended to encourage development of business parks and other employment centers that will contribute to the future economic wellbeing of Knox County. It provides standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities. It provides a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan. And, it provides a zoning district for business and technology park development that requires site plan review and complies with the requirements of the Knoxville-Knox County-Farragut Growth Policy Plan.
2. Based on the above description of the EC zoning district, staff has determined that EC is the most appropriate zoning district for development of a business park at this location.

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 will be available from KUB, but will need to be extended to serve this site.
2. The request will not have any impact on the school system.
3. The addition of the subject properties into the surrounding business park will allow improvements to Thorngrove Pike.

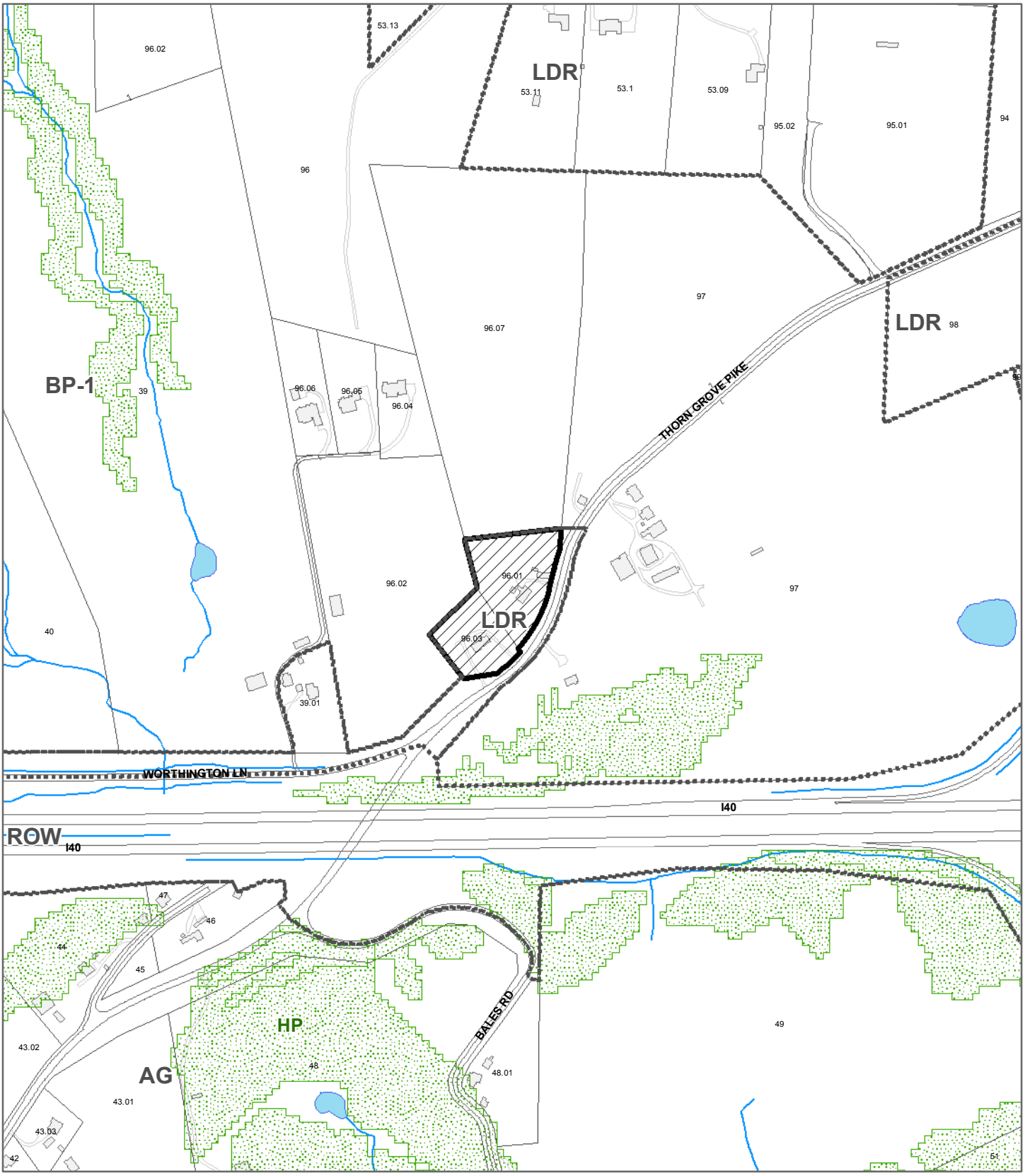
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:
1. With the recommended sector plan change to Business Park (Type 1), the recommended EC (Employment Center) zoning will be consistent with the sector plan.
2. If approved, this request could lead to future requests for rezonings within this area, subject to additional East County Sector Plan amendment requests.
3. The site is shown for Planned Growth on the Knoxville Knox County Growth Policy Plan.
4. Any development of this property, for either office or business park/light industrial uses, would be subject to any applicable local, state or federal permits to address such issues as drainage, flooding, water quality, and air and noise pollution.
5. Any development of this property will be subject to the approved concept plan and development plan of the Midway Business Park (9-SB-16-C & 9-E-16-UR).

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 11/21/2016. 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.



10-D-16-SP / 10-H-16-RZ
EAST COUNTY SECTOR PLAN AMENDMENT

Petitioner: The Development Corporation of Knox County

From: LDR (Low Density Residential)

To: BP-1 (Business Park Type 1)

Map No: 74

Jurisdiction: County

0 500 Feet

N

Original Print Date: 9/22/2016 Revised: 10/4/2016

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

RESOLUTION #10-D-16-SP **EXHIBIT A**

KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION A RESOLUTION AMENDING THE EAST 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 East 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**, The Development Corporation of Knox County, has submitted an application to amend the Sector Plan from Low Density Residential (LDR) to Business Park Type 1 (BP-1), for property described in the application; and*

***WHEREAS**, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the East 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 October 13, 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 East County Sector Plan, with its accompanying staff report and map, file #10-D-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.

10-13-2016
Date

Rebecca Longmire
Chairman

Secretary

BERNSTEIN
STAIR &
McADAMS LLP
ATTORNEYS AT LAW

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SPECIAL COUNSEL
DARYL R. FANSLER

October 11, 2016

By Hand Delivery

Mr. Mike Reynolds
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re: The Development Corporation of Knox County, Applicant
MPC File Nos. 10-D-16-SP and 10-H-16-RZ

Dear Mr. Reynolds:

Enclosed is a Statement in Support of Sector Plan Amendment and Rezoning for MPC File Nos. 10-D-16-SP and 10-H-16-RZ which we would appreciate your filing on behalf of the Applicant. Also attached is a Statement in Support of Sector Plan Amendment and Rezoning for MPC File Nos. 11-E-15-SP and 11-J-15-RZ, which were would also appreciate your filing on behalf of the Applicant. The second document is an exhibit to the first document.

We appreciate your consideration in regard to this matter.

Sincerely yours,

THOMAS N. McADAMS

TNM/dd
cc: The Development Corporation of Knox County

THE Development Corporation OF KNOX COUNTY

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

MIDWAY ROAD PROPERTY

TWO ADDITIONAL PARCELS

17 Market Square, #201, Knoxville, Tennessee 37902-1405
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STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

MIDWAY ROAD PROPERTY
TWO ADDITIONAL PARCELS

BACKGROUND

INTRODUCTION

The Development Corporation of Knox County ("TDC") owns approximately 345 acres of vacant land on the north side of Interstate 40 near the interchange of Interstate 40 and Midway Road. TDC acquired the property in 2006.

To facilitate the development of a business park on the property, TDC requested that the East County Sector Plan be amended to designate the 345 acre tract as BP-1 (Business Park Type 1) and the rezoning of the 345 acre tract to the Knox County EC (Employment Center) zone. The Sector Plan Amendment was approved by MPC on November 12, 2015, and approved by Knox County Commission on December 21, 2015. The zoning amendment was recommended by MPC on November 12, 2015, and approved by Knox County Commission on December 21, 2015.

In furtherance of the development of the business park, TDC submitted a Concept Plan and a Development Plan/Use on Review Application to MPC for development of the property as a business park. The Concept Plan and the Development Plan/Use on Review Application were considered and approved by MPC on September 8, 2016.

While the Sector Plan amendment process and rezoning process were underway, TDC acquired these two additional parcels which front on Thorngrove Pike. One was acquired by TDC on October 13, 2015, and the other parcel was acquired by TDC on August 26, 2016. These two additional parcels are surrounded by the approved business park on the north, south, east and west. The approved Development Plan requires the widening and straightening of Thorngrove Pike, and portions of these two

parcels will become part of the road improvements to Thorngrove Pike. TDC proposes to incorporate the remainder of these two parcels into the business park.

THE APPLICANT

The Applicant is The Development Corporation of Knox County, a Tennessee non-profit, public benefit corporation.

TDC was formed in 1991 by the Knox County Executive and three Knox County Commissioners to promote local economic development. Specifically, TDC's purpose is to cooperate and act jointly with Knox County, Tennessee and the political subdivisions and public agencies located therein in the promotion and stimulation of economic and community development within Knox County.

The members of the Board of Directors of TDC are the Knox County Mayor, the Chairman of the Knox County Commission, the Vice Chairman of the Knox County Commission, one additional member of the Knox County Commission and the Mayor of the City of Knoxville, plus seven members appointed by Knox County and one member appointed by the City of Knoxville.

TDC is committed to promoting and nurturing the long-term, quality growth of the regions' business environment. As the property owner and manager of six business parks located throughout Knox County, TDC is focused on maintaining a sufficient inventory and diversity of business park properties to meet the needs of new and expanding businesses.

In addition to management and development of business parks, TDC provides a variety of services related to local economic development. For example:

- TDC partners with Knox County, the City of Knoxville, the Knoxville Chamber and Innovation Valley on local and regional economic development.
- TDC provides assistance to businesses through local incentive programs, state assistance programs and TVA assistance programs.
- TDC provides administrative services to the Knox County Industrial Development Board, the City of Knoxville Industrial Development Board, the City of Knoxville Cinema Industrial Development Board, and the Knox County Health Educational and Housing Facility Board.

- By inter-local agreement, the TDC Board serves as the governmental Joint Economic and Community Development Board required by state law in connection with comprehensive growth plans.

Knox County provides funding to TDC for acquisition and development of business parks. All of the funds for the acquisition and development of the proposed Midway Business Park have come from Knox County, either through direct grants for the Midway Business Park ($7.5 million) or through sale by TDC of other County-funded development sites.

SECTOR PLAN AND ZONING DESIGNATIONS

The current and proposed sector plan and zoning designations for the Property are as follows:

	Current	Proposed
Sector Plan	LDR (Low Density Residential)	BP-1 (Business Park Type 1)
Zoning	A (Agricultural)	EC (Employment Center)

PRIOR STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING FOR THE 345 ACRES

In connection with the requested Sector Plan Amendment and Rezoning for the 345 acres, TDC submitted to MPC a detailed Statement in Support of Sector Plan Amendment and Rezoning – MPC File No. 11-E-15-SP and 11-J-15-RZ. Copies of that Statement and the related appendixes are submitted As Exhibit 1 to this Statement and incorporated herein by reference (the "Prior Statement").

CONDITIONS AFFECTING KNOX COUNTY AND THE MIDWAY ROAD PROPERTY

As outlined in the Prior Statement, substantial changes have occurred since the adoption of the 2010 East County Sector Plan which affect TDC's Midway Road property, including these two parcels. The changes include:

- Introduction of significant utilities that were not anticipated earlier, including a new water main, electrical substation, electrical switching station and increased waste water treatment capacity.

- Substantial improvement in existing utilities.
- Confirmation of adequate capacity in the existing waste water distribution system and the feasibility of connection of the Midway Road Property to an existing waste water treatment facility, eliminating the need for an on-site treatment facility.
- Substantial increases in traffic along Interstate 40.
- Changes in governmental planning and policy, including a decision to concentrate business park development along interstate corridors near interstate interchanges and to encourage job growth in sectors other than retail, medical services, education and government.
- Trends in development of business parks which make business parks more compatible with open space and low density residential areas.
- Trends in population indicating growth and anticipated growth in the East County Sector, as further confirmed by expansion of educational facilities in the area to meet those needs.

Details concerning the changes in conditions are set forth on pages 5 through 12 of the Prior Statement.

In addition, the actions taken by MPC and Knox County Commission clearly indicate changes in government policy with respect to land use and development in the northwest quadrant of the Midway Road/Interstate 40 Interchange, including all of the property surrounding these two parcels. The actions include:

1. Approval of Amendment of the East County Sector Plan, changing the sector plan designation for the surrounding property to BP-1 (Business Park Type 1).
2. Recommendation and approval of the rezoning of the surrounding property by MPC and Knox County Commission, respectively.
3. Approval of a Concept Plan for development of the surrounding property as a business park by MPC.
4. Approval of a Development Plan/Use on Review for development of the surrounding property as a business park by MPC.

The improvements of Thorngrove Pike required in connection with the earlier Sector Plan Amendment and Rezoning will also substantially change the existing roadway conditions in the area.

These two parcels are effectively in-holdings within the planned business park on the surrounding 345 acres. The pending request for amendment of the East County Sector Plan and Rezoning of these two parcels constitutes an extension of the existing sector plan designation and the existing zoning on the surrounding property and will permit development and use of these two parcels consistently with development and use of the surrounding property.

CONSISTENCY WITH INTENT AND PURPOSE OF ZONING ORDINANCE

EC (Employment Center) zoning is intended to encourage development of business parks and other employment centers that will contribute to the future economic well-being of Knox County; to provide standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities; to provide a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan; and to provide a zoning district for business and technology park development that requires site plan review and complies with the requirements of the 2001 Knoxville-Knox County-Farragut Growth Policy Plan.

Based on the above description, EC (Employment Center) is an appropriate zoning designation for development of the Property and is an extension of the existing zoning on the surrounding property.

Among the purposes of the Knox County Zoning Ordinance are to:

- Provide for the public health, safety, morals and general welfare;
- Secure for the citizens of Knox County the social and economic advantages resulting from an orderly planned use of the land resources in the county; and
- Regulate and restrict the location and use of buildings.

The requested amendment of the Knox County zoning map provides for the general welfare of the County, helps secure the economic advantages resulting from an orderly planned use of land resources in the county, regulates the location and use of buildings on the Property, and is consistent with the purposes of the zoning resolution. As discussed below, re-zoning the Property to the EC (Employment Center) zone will also

ensure adequate opportunity for public review and input during the development process.

The requested amendment of the Knox County zoning map will also facilitate the required widening and improvement of Thorngrove Pike and permit reasonable use of the portions of the two parcels remaining after the road improvements.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. Changes in conditions in the area of the Midway Road Property and in Knox County generally justify amendment of the current land use designation in the East County Sector Plan.

2. With the requested plan amendment to Business Park Type 1, EC zoning is consistent with the East County Sector Plan.

3. With adoption and approval of the accompanying amendment to the land use plan of the East County Sector Plan, the proposed amendment of the zoning map will be consistent with the General Plan and its elements.

4. The proposed amendment of the zoning map will make the zoning of these two parcels consistent with the zoning of all of the surrounding parcels.

5. The parcels are located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

DEVELOPMENT PROCESS

As noted in the Prior Statement, development in the EC (Employment Center) zone requires submission and approval of a written application and development plan for any contemplated development. A development plan for the business park, including these two parcels, was approved by MPC on September 8, 2016. If the Sector Plan amendment and rezoning are approved, these two parcels will be developed in accordance with the approved development plan.

CONCLUSION

Changes in conditions affecting these two parcels and affecting Knox County generally warrant amendment of the East County Sector Plan and the Knox County Zoning

Ordinance to reflect these changes and to permit development of the Property as part of the larger business park through a public planning process.

TDC requests approval of the amendment of the East County Sector Plan to designate the two parcels as BP-1 (Business Park Type 1) and amendment of the Knox County Zoning Ordinance to change the zoning designation of the two parcels to EC (Employment Center).

THE Development Corporation OF KNOX COUNTY

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 11-E-15-SP
MPC FILE NO. 11-J-15-RZ

MIDWAY ROAD PROPERTY

EXHIBIT 1 TO
STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

17 Market Square, #201, Knoxville, Tennessee 37902-1405
p. 865.546.5887 / f. 865.546.6170 / www.knoxdevelopment.org

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 11-E-15-SP
MPC FILE NO. 11-J-15-RZ

MIDWAY ROAD PROPERTY

BACKGROUND

INTRODUCTION

The Development Corporation of Knox County owns approximately 345 acres of vacant land on the north side of Interstate 40 near the interchange of Interstate 40 and Midway Road. TDC acquired the property in early fall of 2006.

At the time of the acquisition, the property was believed to have a sector plan designation of BP (Business Park)(Type 1)) and, in the area close to the Interstate exchange, a designation of C (Commercial). The zoning of the property was believed to be PC (Planned Commercial), limited to EC (Employment Center) zone uses for the BP (Type 1) areas and EC and SC (Shopping Center) uses within the C area. The belief was based upon actions taken by the Knoxville/Knox County Metropolitan Planning Commission on July 13, 2006 and by the Knox County Commission on August 26, 2006 on an application for a sector plan amendment and re-zoning for the property. Litigation was subsequently filed by opponents of the business park, and the Chancery Court issued a memorandum opinion indicating that action was not properly taken on the sector plan and re-zoning application, which left the previous sector plan and zoning designations in place.

In the 2010 East Knox County Sector Plan (approved by Knox County Commission on June 27, 2011), the property is designated as LDR (Low Density Residential) on the bulk of the property and O (Office) in the area closest to the Interstate interchange. Most of the property is currently zoned A (Agricultural), with a very small tract near the western end of the property (a former billboard site) zoned CA (General Business).

Substantial changes have occurred in Knox County and in the area of the property since the land use designation of LDR/O and the zoning designation of A/CA, and since the 2006 sector plan amendment/re-zoning application. Based on those changes, The Development Corporation of Knox County seeks amendment of the sector plan designation and the zoning of the property to permit the development and use of the property as a business park as intended at the time of acquisition.

THE APPLICANT

The Applicant is The Development Corporation of Knox County ("TDC"), a Tennessee non-profit, public benefit corporation.

TDC was formed in 1991 by the Knox County Executive and three Knox County Commissioners to promote local economic development. Specifically, TDC's purpose is to cooperate and act jointly with Knox County, Tennessee and the political subdivisions and public agencies located therein in the promotion and stimulation of economic and community development within Knox County.

The members of the Board of Directors of TDC are the Knox County Mayor, the Chairman of the Knox County Commission, the Vice Chairman of the Knox County Commission, one additional member of the Knox County Commission and the Mayor of the City of Knoxville, plus seven members appointed by Knox County and one member appointed by the City of Knoxville.

TDC is committed to promoting and nurturing the long-term, quality growth of the regions' business environment. As the property owner and manager of six business parks located throughout Knox County, TDC is focused on maintaining a sufficient inventory and diversity of business park properties to meet the needs of new and expanding businesses.

In addition to management and development of business parks, TDC provides a variety of services related to local economic development. For example:

- TDC partners with Knox County, the City of Knoxville, the Knoxville Chamber and Innovation Valley on local and regional economic development.
- TDC provides assistance to businesses through local incentive programs, state assistance programs and TVA assistance programs.

- TDC provides administrative services to the Industrial Development Board of The County of Knox, The Industrial Development Board of the City of Knoxville, The Industrial Development Board of the City of Knoxville for the Downtown Cinema, Inc., and The Health Educational and Housing Facility Board of the County of Knox.

- By inter-local agreement, the TDC Board serves as the governmental Joint Economic and Community Development Board required by state law in connection with comprehensive growth plans.

Knox County provides funding to TDC for acquisition and development of business parks. All of the funds for the acquisition and development of the proposed Midway Business Park have come from Knox County, either through direct grants for the Midway Business Park ($7.5 million) or through sale by TDC of other County-funded development sites.

THE PROPERTY

The property consists of approximately 345 acres in East Knox County, located on the north side of Interstate 40 near Exit 402 – Midway Road, with frontage on Interstate 40, Midway Road and Thorn Grove Pike (the "Property" or the "Midway Road Property"). The Property includes the northwest quadrant of the I-40/Midway Road interchange—the last undeveloped interstate interchange in Knox County. **See Appendix, Items 1 and 5.**

TDC acquired the Property in 2006, following an MPC-managed search for suitable business park development sites. The site was identified in the October 2005 MPC study titled "Potential Locations for Business Park Development" as one of fifteen sites which might be considered for business park purposes. The sites were identified countywide, based on several factors, including arterial/interstate accessibility, appropriate terrain, locations that would not require access through low density residential neighborhoods, and availability of utilities.

CURRENT SECTOR PLAN AND ZONING DESIGNATIONS

The current sector plan and zoning designations for the Property are as follows:

Sector Plan	LDR (Low Density Residential) and O (Office) (in the southwest corner of the Property near the Interstate interchange)
Zoning	A (Agricultural), with a very small tract near the western end of the Property zoned CA (General Business)

See Appendix, Items 3 and 4.
At TDC's request, a Research Associate for the Metropolitan Planning Commission reviewed historic sector plan and zoning designations for the Property. Knox County first adopted a zoning ordinance in 1941. The oldest zoning records available (a zoning map circa 1950) indicate that the Property has been zoned Agricultural for at least the last sixty-five years, with the exception of the small area zoned CA. **See Appendix, Item 2.** MPC records indicate that the small parcel at 8801 Worthington Lane was rezoned from Agricultural to Commercial in 1976 to permit the construction of two billboards. The area has seen dramatic change in the last sixty-five years, including the construction and expansion of Interstate 40, massive utility improvements, population increases and other changes.

The first East County Sector Plan was adopted in 1981. Since then, the Sector Plan designation for the Property has been as follows:

Date	Designations
1981	Agricultural/Rural Residential/Vacant Open Space Network
1989	Agricultural/Rural Residential/Vacant Open Space Network
1995	Agricultural/Rural Residential Highway-Oriented Commercial
2001	Agricultural/Rural Residential Low Density Residential Office
2010	Low Density Residential Office

CONDITIONS AFFECTING KNOX COUNTY AND THE MIDWAY ROAD PROPERTY

Substantial changes have occurred in conditions affecting the Midway Road Property and in conditions affecting Knox County in general. The portion of the East County Sector in which the Property is located is no longer an isolated portion of the county with limited utility access. Changes include, among other things:

- Introduction of significant utilities that were not anticipated earlier, including a new water main, electrical substation, electrical switching station and increased waste water treatment capacity.
- Substantial improvement in existing utilities.
- Confirmation of adequate capacity in the existing waste water distribution system and the feasibility of connection of the Midway Road Property to an existing waste water treatment facility, eliminating the need for an on-site treatment facility.
- Substantial increases in traffic along Interstate 40.
- Changes in governmental planning and policy, including a decision to concentrate business park development along interstate corridors near interstate interchanges and to encourage job growth in sectors other than retail, medical services, education and government.
- Trends in development of business parks which make business parks more compatible with open space and low density residential areas.
- Trends in population indicating growth and anticipated growth in the East County Sector, as further confirmed by expansion of educational facilities in the area to meet those needs.

ROADS AND UTILITIES

IMPROVEMENTS IN POTABLE WATER SERVICE TO THE SITE

Around 1989, KUB took over the potable water distribution system serving this area from the former East Knox Utility District. With KUB as both the potable water provider and distribution system operator, this area of East Knox County is now under the jurisdiction of a large, stable utility operator.

In 2005, KUB finished the construction of a new 16" diameter water main through the site. Previously, there was only a 4" diameter water line that served the area. Thus, the addition of this new 16" diameter water main increased the water capacity by a factor of approximately 17 times the previously available capacity.

IMPROVEMENTS IN ELECTRIC POWER SERVICE TO THE SITE AND SURROUNDING AREA

In 2015, TVA and KUB energized new electric power distribution infrastructure facilities on part of the property originally acquired by TDC for the business park. TVA

constructed a new electric power switching station on the site, and TVA's switching station provides a direct electric power feed from Douglas Dam and Bull Run power plant as well as the John Sevier electric switch yard (which has direct electric power feed from Watts Bar Nuclear Plant, Cherokee Dam and the John Sevier power plant).

Adjacent to TVA's switching yard and simultaneously with construction of the new TVA switching station, KUB constructed a new electric power in-feed and substation. The proposed business park can now serve loads from 25 MW up to 100 MW at voltages of 13.2 kV, 69 kV and 161 kV. These 2015 changes in the electric power distribution capabilities give the Midway Road Property uniquely superior access to electric power availability, voltages and reliability that is almost unmatched anywhere else in KUB and TVA systems.

IMPROVEMENTS IN SANITARY SEWER FACILITIES

In 1994, KUB took over the ownership and management of the Eastbridge Wastewater Treatment Plant ("Eastbridge Plant") located on the Holston River. At the time KUB took over ownership and management of the Eastbridge Plant, the permitted average design flow was 0.2 million gallons per day. Today, the permitted average flow is of the Eastbridge Plant has increased to 1.33 million gallons per day of which approximately 1 million gallons per day of excess capacity is currently available to serve new customers. The Eastbridge Plant would serve the proposed Midway Business Park development.

In 2015, KUB and TDC commissioned an engineering study by Cannon and Cannon, Inc. (CCI) to evaluate the anticipated needs and options for dealing with future sanitary sewer loads from the proposed Midway Business Park. The result of CCI's study was a projected sanitary sewer average daily load at full build-out from the proposed business park of 276,000 average gallons per day. Based on this projected loading, KUB and CCI determined that it is now feasible to extend wastewater distribution lines from the proposed business park to a tie-in point on the existing wastewater trunk line near Asheville Highway and Carter School Road. This existing trunk line is connected to a wastewater distribution system that flows to the Eastbridge Plant. CCI also determined that there is ample, existing capacity at the Eastbridge Plant to handle the projected wastewater load from the proposed Midway Business Park.

For a map of recent utility improvements, see Appendix, Item 6.

GOVERNMENTAL POLICIES AND ACTIONS

KNOX COUNTY GROWTH POLICY PLAN

Tennessee Public Chapter 1101 requires city and county governments to prepare a 20-year Growth Plan. The Knox County Growth Policy Coordinating Committee was formed in 1998 to prepare a local growth plan for Knoxville, Knox County, and the Town of Farragut. The plan was adopted in 2001. The goals were to:

- In conjunction with the comprehensive plans of Knoxville, Knox County and Farragut, provide a unified physical design for the development of the local community;
- Encourage a pattern of compact and contiguous development to be guided into urban areas and planned growth areas;
- Establish an acceptable and consistent level of public services and community facilities and ensure timely provision of those services and facilities;
- Promote the adequate provision of employment opportunities and the economic health of the region;
- Conserve features of significant statewide or regional architectural, cultural, historical, or archaeological interest;
- Protect life and property from effects of natural hazards, such as flooding;
- Take into consideration such other matters that may be logically relate to or from an integral part of a plan for the coordinated, efficient and orderly development of the local community; and
- Provide for a variety of housing choices and assure affordable housing for future population growth.

The property around exit 402 along Interstate 40, and more specifically the Property currently owned by TDC in this vicinity, was designated in Knox County's Growth Policy Plan of 2001 as "Planned Growth." **See Appendix, Items 7 and 8.** EC (Employment Center) zoning on TDC Property would permit the development of the proposed Midway Business Park, which would clearly "promote the adequate provision of employment opportunities and the economic health of the region."

The TDC Board, which manages economic development programs for Knox County and which also serves as the Joint Economic and Community Development Board in Knox County for growth and economic development policy matters, approved the Midway Business Park and the filing of this application for a sector plan amendment and re-zoning.

GOVERNMENTAL STUDIES

The Metropolitan Planning Commission prepared two separate countywide studies, in 2002 and 2005, both of which identified the Midway Road Property as a potential site for business park development.

The 2002 study was titled "An Inventory of Potential Sites for Business and Office Parks." **See Appendix, Item 9.** In this study, TDC's Property at Midway Road Property was identified as a potential business and office park site. The location principals used in identifying the potential business and office park sites included:

- Appropriate terrain
- Sufficiently large vacant land areas and range of locations
- Compatibility with surrounding uses
- Transportation access
- Availability of utilities

The 2005 study was titled "Potential Locations for Business Park Development," and once again the Midway Road Property was identified as a potential business park site. **See Appendix, Item 10.** The location principals used in the 2005 study to identify sites for potential business parks also included:

- Appropriate terrain
- Sufficiently large vacant land areas and range of locations
- Compatibility with surrounding uses
- Transportation access
- Availability of utilities

A review of existing land uses in the East County Sector clearly shows the need for additional employment centers to provide jobs for East Knox County and clearly shows the Midway Road interchange as the next logical location for business development. **See Appendix, Item 11.** Note that the nearest interchange at Strawberry Plains Pike is fully developed.

Thus, two separate governmental studies conducted by Knoxville and Knox County's professional planning staff, using basic planning principals, identified TDC's Midway Road Property as suitable for future business park development.

EDUCATION AND WORKFORCE

Within the past two years, East Knox County has been the beneficiary of several major decisions by Knox County Government, the State of Tennessee, Knox County Schools and the Tennessee Board of Regents over where strategic investment in new

educational facilities would be made to better educate and prepare individuals for jobs. All of these governmental policy decisions regarding the types and locations of new investments in education facilities have supported a workforce shift toward technology-based jobs in Knox County and East Tennessee. These new education facilities include:

- A new Carter Elementary School was constructed and opened in 2013 at 8455 Strawberry Plains Pike. This new elementary school which serves the children of East Knox County is only 6.5 miles away from the proposed Midway Business Park.

- Pellissippi State Community College's Strawberry Plains Campus began offering coursework in August 2012 and has more than 220,000 square feet of space. With this campus located at 7201 Strawberry Plains Pike, it is at the next Interstate interchange, only 5 miles away from the proposed Midway Business Park.

- Knox County Schools' Career Magnet Academy (CMA), opened in August of 2014. It offers high school students the chance to graduate from high school and earn an Associate's degree from Pellissippi State Community College in one of four career paths: Advanced Manufacturing, Homeland Security, Sustainable Living, or Teacher Preparation. As students' progress through CMA, they transition from being solely Knox County Schools high school students to being dually enrolled in Knox County Schools and at Pellissippi State Community College. Graduates leave with their Associate's degree and are workforce trained. Pellissippi State Community College's Strawberry Plains campus is shared with CMA and is only 5 miles away from the proposed Midway Business Park.

- The Megalab was opened in September 2015 on the joint campus of Pellissippi State Community College and Knox County Schools' Career Magnet Academy (CMA). The Megalab is a partnership serving the students of Pellissippi State Community College, the Tennessee College of Applied Technology (TCAT) of Knoxville, and CMA. The Megalab was developed to be an economic and workforce development partnership initiative. It houses equipment for advanced manufacturing, additive manufacturing (3D printing), homeland security and sustainable living courses. Students using the Megalab will learn skills important to local industry. The Megalab will be a focal point for those pursuing certificates, degrees or other credentials in a variety of fields, including welding, automated industrial systems, industrial maintenance, cyber security and agri-economics. National associations and corporations such as the American Welding Society, FANUC Robotics and the National Institute for Metalworking Skills will offer credentials to students who learn in the lab. This unique local jobs training facility is only 5 miles away from the proposed Midway Business Park.

These new educational facilities which opened within the last three years near the Midway Road Property are educating and training students for the types of jobs that would be created in the nearby Midway Business Park. **See Appendix, Item 12.**

TRAFFIC AND POPULATION

Increases in transportation also reflect notable change in the area around the Midway Road Property. Beginning in the early to mid-1990s, Midway Road became one of the top three most trafficked areas in East Knox County (East County Sector Plan, 1993). This shift was mirrored elsewhere in the region—the closest traffic count station on I-40 noted a 203% increase in traffic between 1980 and 2010 (TDOT). Similarly, the Midway Road station reported an increase in traffic counts between 1985 and 2010 of 67% (TDOT). These increases, along with improvements in the 1990s to area arterial roads such as Midway Road, Kodak Road, and Thorn Grove Pike (East County Sector Plan, 1995), speak to the considerable changes in traffic and road conditions that have occurred in East Knox County in recent years.

The population of Knox County has increased by 56% over the last 40 years (U.S. Census Bureau).

POPULATION GROWTH IN KNOX COUNTY, 1970-2010					
Area	1970	1980	1990	2000	2010
Knox County	276,293	319,694	335,749	382,032	432,226
Knoxville (city)	174,587	175,045	169,761	173,890	178,874

Further, the balance of the local population has shifted in recent decades, and the majority of the Knox County population now lives in the portions of the County outside the City of Knoxville. This represents major growth in all areas of Knox County, and East County is no exception. The population of East Knox County increased by 8% from 1990-2000 alone, representing major change in the area (East County Sector Plan, 2000).

Additionally, the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) and the University of Tennessee's Center for Business & Economic Research (UT CBER) have estimated growth projections for Knox County. These projections show a 13% increase in County population by 2020 and an overall increase of nearly 40% from 2010-2060 (TACIR, UT CBER).

POPULATION PROJECTIONS FOR KNOX COUNTY, 2020-2060				
2020	2030	2040	2050	2060
488,993	543,302	595,787	650,120	709,346

Knox County is poised for significant growth over the next decades and must provide economic opportunities for a larger population and a changing workforce and suitable locations for the companies who will employ them.

East County Historical Industry by Percent of Working Population *Agriculture, Forestry, & Fishing*				
1970	1980	1990	2000	2010
3.81%	3.44%	2.76%	0.81%	0%

As of 2010, zero (0%) percent of the East Knox County population reported 'farming' as an occupation (2010 American Community Survey, U.S. Census Bureau). This transition away from the agriculture trade is reflected also in the changing labor force of East Knox County—in 2010, production and transportation occupations made up nearly 12% of the workforce (2010 American Community Survey, U.S. Census Bureau). **See Appendix, Item 14.**

Today's competitive environment for new jobs requires development of high quality, environmentally-sustainable sites to retain existing businesses and to attract new businesses to our area. Substantial governmental resources will be invested in Midway Business Park to help meet that need.

Manufacturing Resurgence

In 2014, the International Monetary Fund reported that several factors foreshadow "a strong manufacturing presence in the U.S. and the global marketplace." According to the Bureau of Labor Statistics, the U.S. ranks third in hours worked per year per employee (2009). The World Trade Organization ranked the U.S. second in top merchandise exporters in 2011. These are key signifiers that suggest a manufacturing resurgence in the United States. In 2014, the Wall Street Journal reported signs of resurgence in manufacturing, due in part to the renewed interest of students in technology applicable to physical products. These factors indicate that the U.S. is on a path to increased manufacturing, and that there is a workforce that is actively seeking jobs in manufacturing fields. This trend confirms the necessity of business park development.

Knox County has experienced a decline in manufacturing and distribution jobs in recent history and has long sought to increase local employment in sectors other than retail, medical services, education, and government. TDC is directly involved in that effort on behalf of Knox County and the City of Knoxville, including actively seeking sites for new and expanding employers. Space within the existing publicly-controlled business parks is very limited, particularly in relation to the number of business sites and acreage available in other cities and counties in the southeast. Land that is zoned for business parks and industrial development in Knox County is diminishing, as discussed below.

With the proposed Midway Business Park's location and availability of utilities, Knox County would be in a much more competitive position to recruit new manufacturing-based companies, to retain existing manufacturing companies and to benefit from the resurgence in manufacturing-based jobs within the United States.

LOSS OF LAND AVAILABLE FOR ECONOMIC DEVELOPMENT

Since 2000, 1,083 industrial acres within Knox County have been down-zoned to non-industrial zoning classifications. This includes tracts within the City of Knoxville that were down-zoned from the I-1, I-2, I-3 and I-4 zones, and tracts within Knox County outside the City of Knoxville that were down-zoned from the Industrial (I) and Light Industrial (LI) zones. [Source: Knoxville-Knox County Metropolitan Planning Commission, 2015; **See Appendix, Item 13**.]

During this same period of time, Knox County's population increased by approximately 18%. Knox County's population in 2000 was approximately 382,000, and Knox County's current population is approximately 450,000. With Knox County having more citizens seeking employment while at the same time having a reduction in the amount of property appropriately zoned to permit industrial and industrial-related uses, Knox County's ability to promote economic development and to facilitate the diversity of jobs and capital investment that communities seek in maintaining stability through diversity of its economic base has been severely curtailed.

CONSISTENCY WITH INTENT AND PURPOSE OF ZONING ORDINANCE

EC (Employment Center) zoning is intended to encourage development of business parks and other employment centers that will contribute to the future economic well-being of Knox County; to provide standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities; to provide a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan; and to provide a zoning district for business and technology park development that requires site plan review and complies with the requirements of the 2001 Knoxville-Knox County-Farragut Growth Policy Plan.

Based on the above description, EC (Employment Center) is an appropriate zoning designation for development of the Property.

Among the purposes of the Knox County Zoning Ordinance are to:

- Provide for the public health, safety, morals and general welfare;
- Secure for the citizens of Knox County the social and economic advantages resulting from an orderly planned use of the land resources in the county; and
- Regulate and restrict the location and use of buildings.

The requested amendment of the Knox County zoning map provides for the general welfare of the County, helps secure the economic advantages resulting from an orderly planned use of land resources in the county, regulates the location and use of buildings on the Property, and is consistent with the purposes of the zoning resolution. As discussed below, re-zoning the Property to the EC (Employment Center) zone will also ensure adequate opportunity for public review and input during the development process.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. Changes in conditions in the area of the Midway Road Property and in Knox County generally justify amendment of the current land use designation in the East County Sector Plan.

2. With the requested plan amendment to Business Park Type 1, EC zoning is consistent with the East County Sector Plan.

3. With adoption and approval of the accompanying amendment to the land use plan of the East County Sector Plan, the proposed amendment of the zoning map will be consistent with the General Plan and its elements.

4. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

For pertinent provisions of the 2010 East County Sector Plan, See Appendix, Item 15.

DEVELOPMENT PROCESS

TDC recognizes that there is substantial public interest in the future use and development of the Midway Road Property. TDC also recognizes that nearby residents and the general public should have the opportunity to provide input on development

plans and should have access to information related to the proposed development of a business park. TDC is committed to a process that includes adequate opportunities for public review and input.

TDC has requested the re-zoning of the Property to the EC (Employment Center) zone—a zoning classification which permits business park development and which also requires a public process for site plan review and approval.

The EC (Employment Center) zoning district includes a detailed list of permitted uses, limitations on retail commercial uses, screening requirements for outdoor storage and area regulations including height restrictions, setback requirements and maximum lot coverage. It also includes specific standards to guide development in the EC (Employment Center) zone.

Section 5.51.05 of the EC (Employment Center) zoning ordinance governs administration of proposed development within the EC (Employment Center) zone and requires submission of a written application and development plan for contemplated development. The plan and application must include:

- A list of proposed permitted uses.
- Architectural, landscaping, lighting and signage plans.
- A development plan indicating the location of buildings, loading docks, driveways, parking lots, signage and trash disposal areas.
- An estimate of the maximum number of employees contemplated for the proposed development and the number of employees per shift.
- A storm drainage plan.
- Such other information as the Metropolitan Planning Commission may need to adequate consider the effect that the proposed uses may have upon the environment and the cost of providing services to the area.

Any application and development plan will be reviewed by the MPC staff and must then be considered by the full Planning Commission at a public hearing. TDC contemplates presentation of preliminary development plans for public input prior to finalizing and filing a development plan and application with MPC.

If the application for a sector plan amendment and re-zoning is approved, TDC intends to develop the Midway Business Park as one of the premier, environmentally-sustainable business parks in the United States.

CONCLUSION

Changes in conditions affecting the Property and affecting Knox County generally warrant amendment of the East County Sector Plan and the Knox County Zoning Ordinance to reflect these changes and to permit development of the Property as a business park through a public planning process.

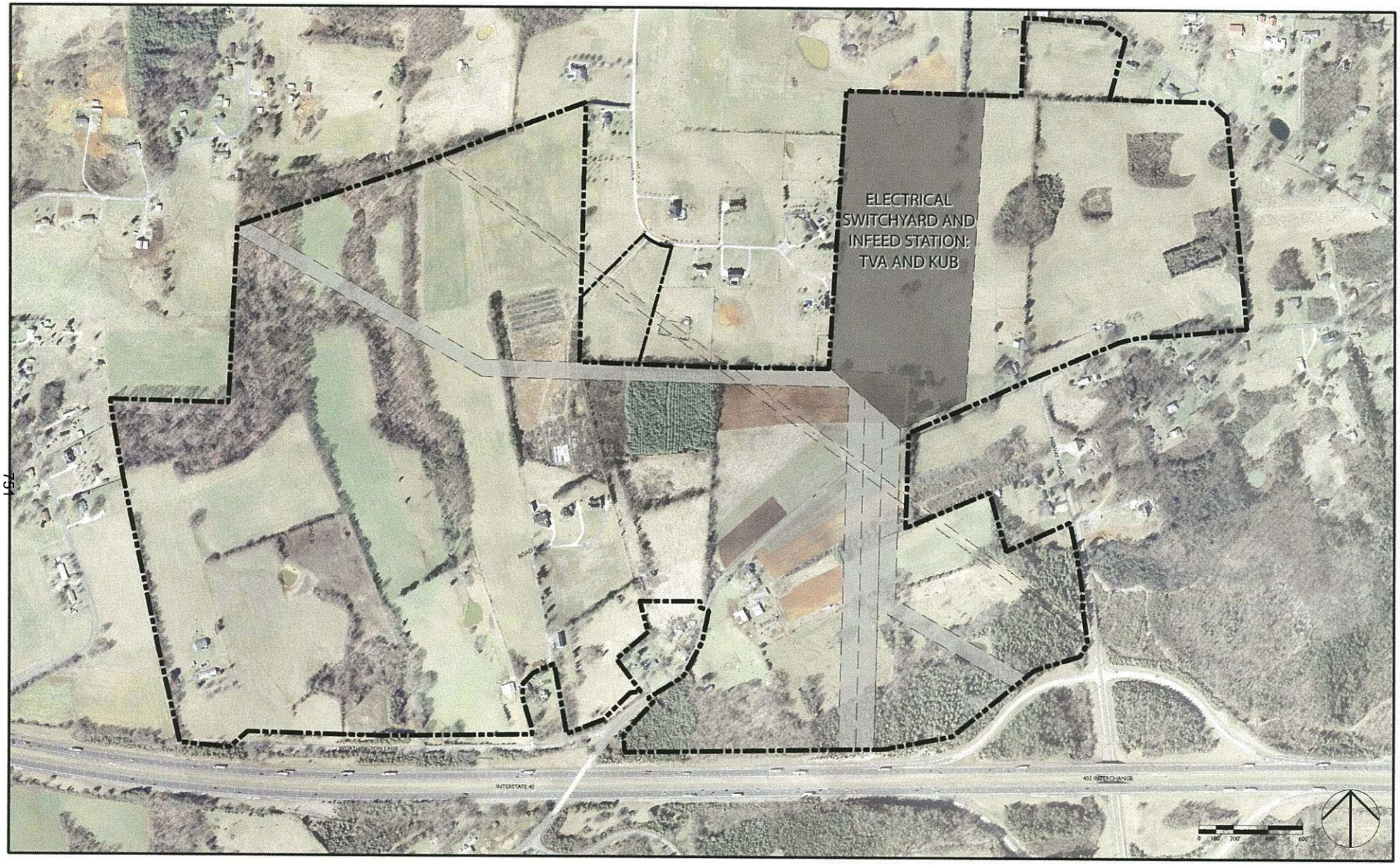
The proposed Midway Business Park, like most business parks, is long-term community investment, and will continue to be an important component of Knox County's overall economic success in support of a high quality of life for all Knox County citizens. Without business park properties, Knox County will miss out on many opportunities for a broad spectrum of potential new jobs.

Our area has natural beauty and other positive attributes—but so do other areas of the country. It takes more to achieve and maintain a competitive business environment that will provide jobs now and for future generations.

> "Successful economic development efforts require a set of assets. Building parks alone will not create jobs without complementary infrastructure and a skilled workforce. By the same token, a skilled workforce alone cannot support economic development in the absence of a place for businesses to locate and thrive. I hope the community recognizes the multifaceted nature of economic development and the need for facilities like Midway Park. If we plan well now we can affect the future path of economic development. If we step back and do nothing, we will have no control or influence over the region's path of development."
>
> [Source: Dr. Matthew Murray, Associate Director, UT's Center for Business & Economic Research.]

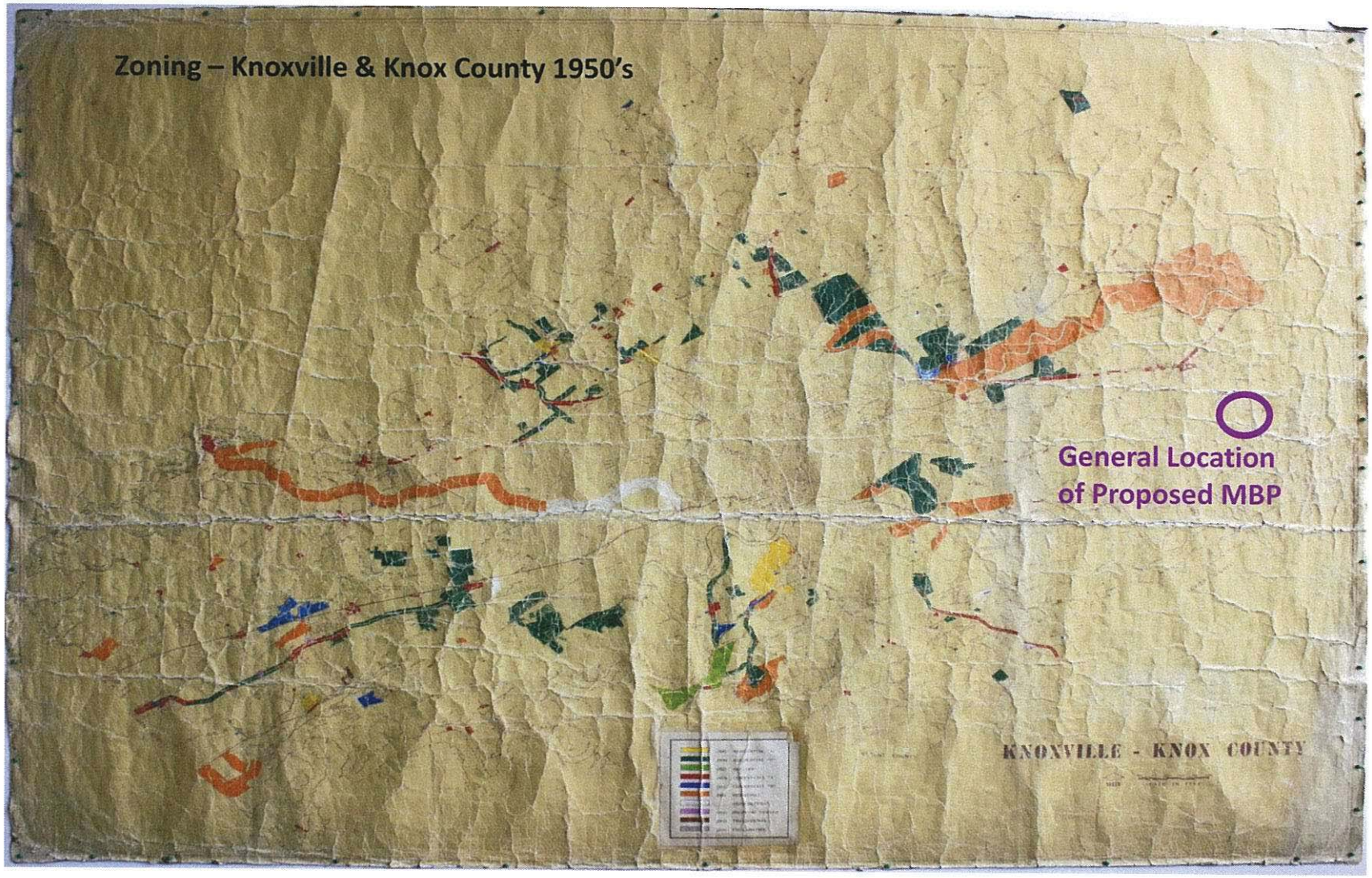
APPENDIX

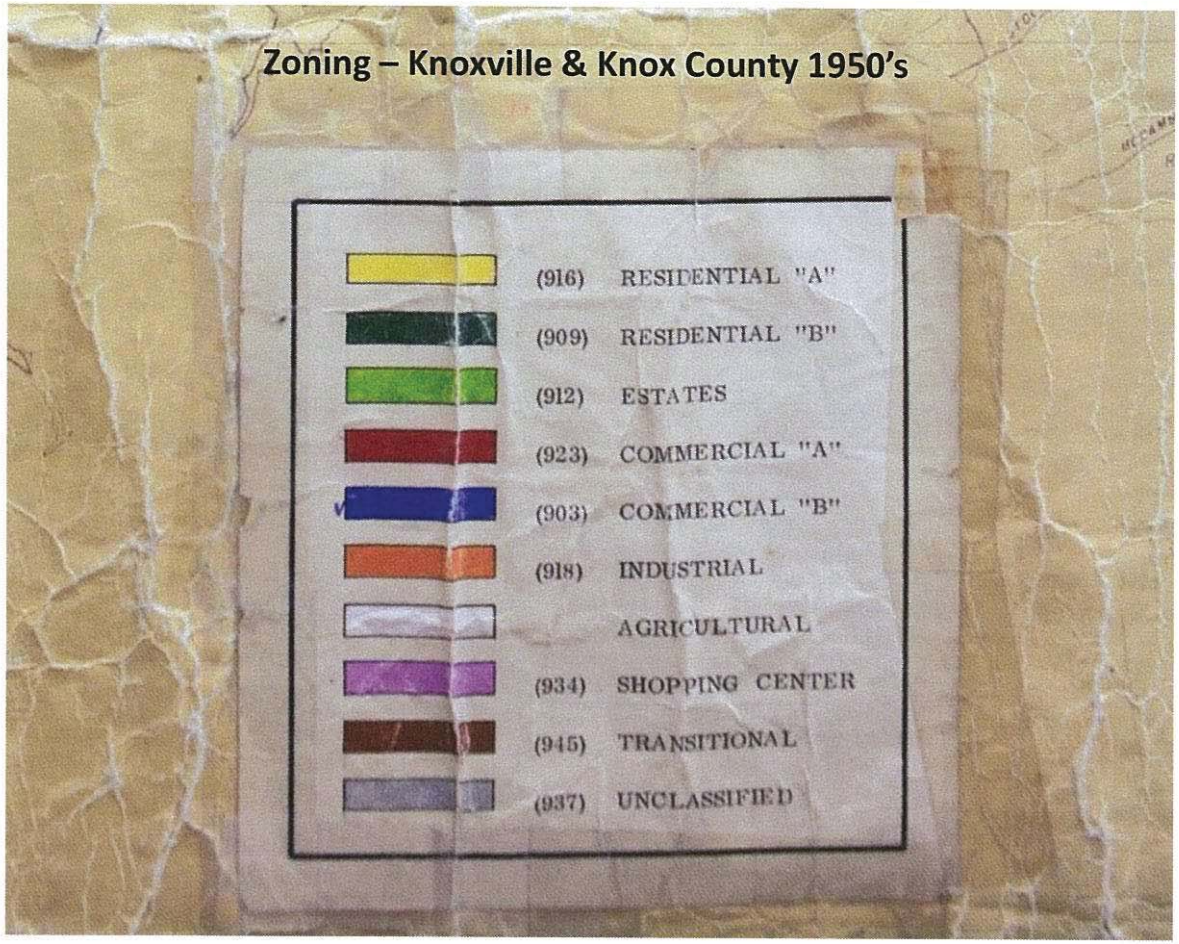
1. Map of Property
2. 1950's Zoning Maps of Knoxville and Knox County
3. Map of Current Sector Plan Designations
4. Map of Current Zoning Designations
5. Photos of Property
6. Map of Utilities on or to Serve Property
7. Growth Policy Plan Excerpt
8. Growth Policy Plan Map, Knox County
9. MPC Study – 2002 – Inventory of Potential Sites
10. MPC Study – 2005 – Potential Locations for Business Park Development
11. Existing Land Use Map – 2011 Sector Plan
12. Map – New Schools Near Property
13. Map – Net Change of Employment District Zoned Property (2000 – 2015)
14. Census Tract (53.02) Data for Property
15. 2011 East County Sector Plan Excerpts

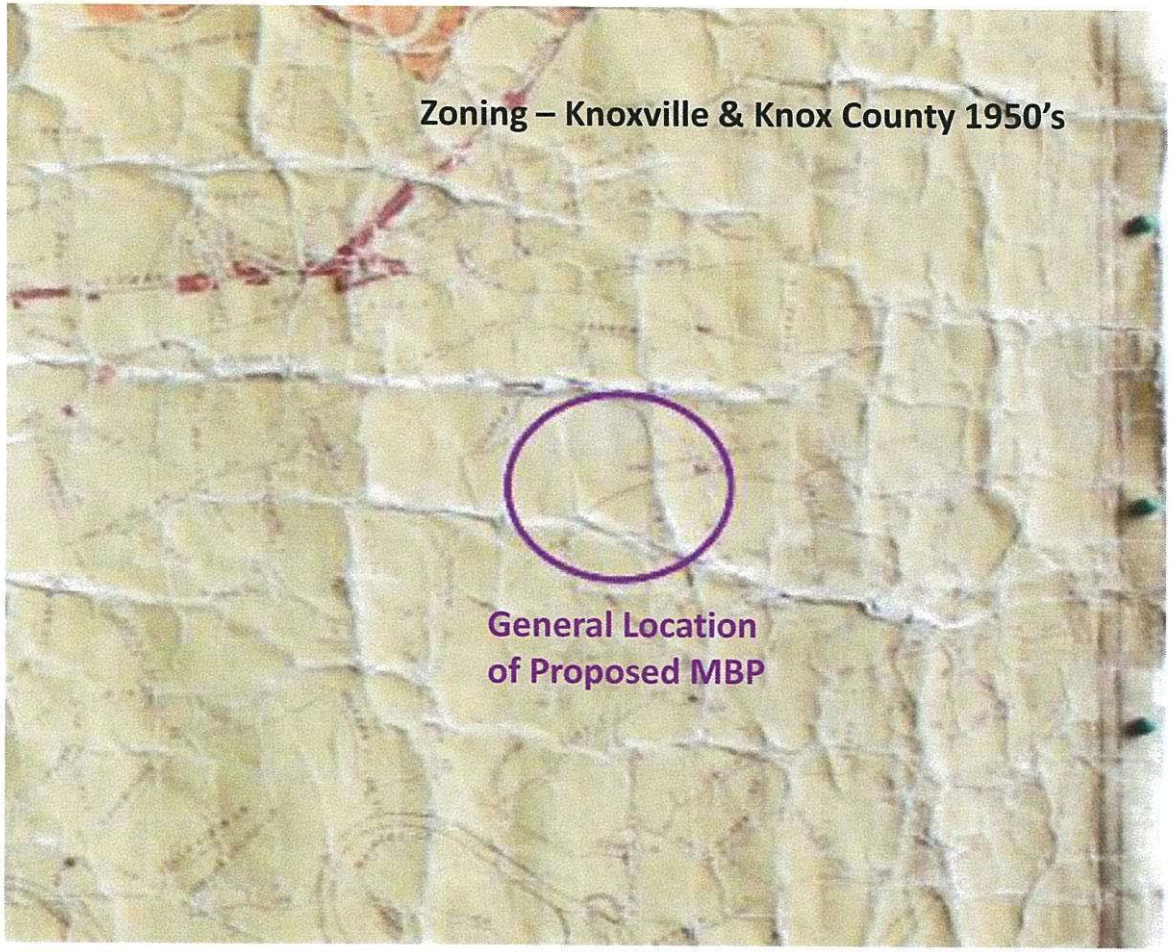


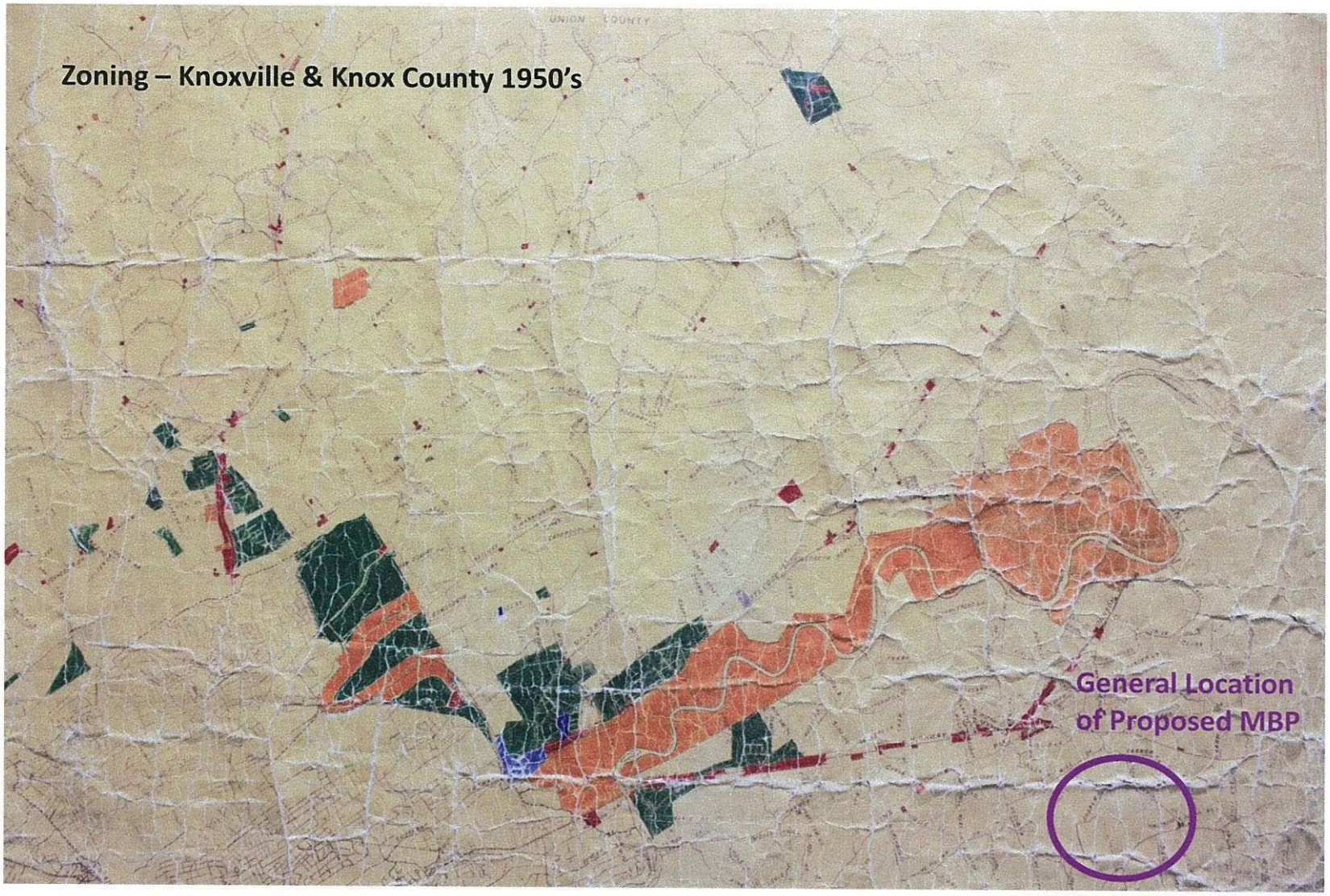
EXISTING CONDITIONS PLAN

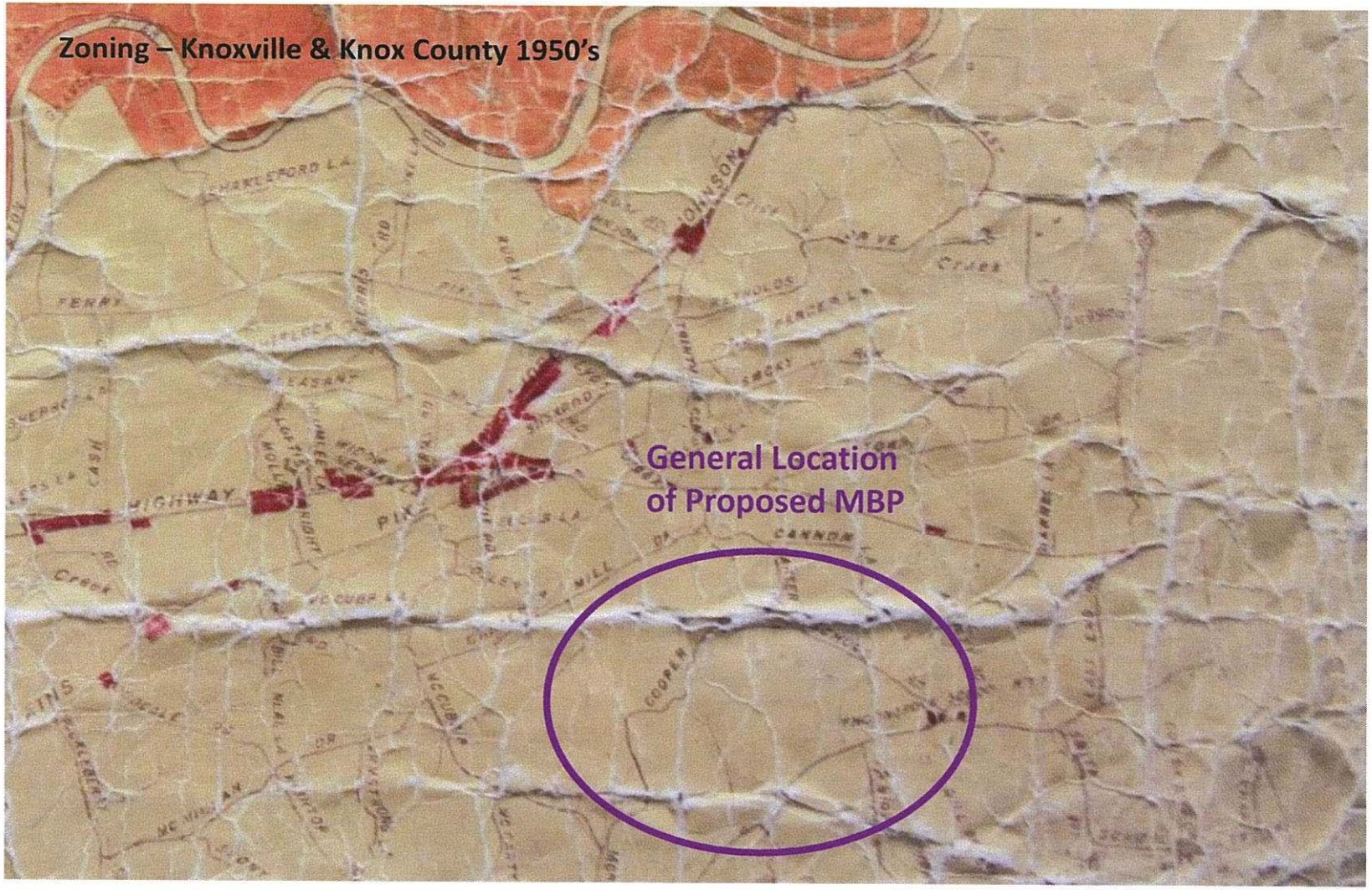
DRAFT AUGUST 20, 2015


Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP
KNOXVILLE - KNOX COUNTY


Zoning – Knoxville & Knox County 1950's
(916) RESIDENTIAL "A"
(909) RESIDENTIAL "B"
(912) ESTATES
(923) COMMERCIAL "A"
(903) COMMERCIAL "B"
(918) INDUSTRIAL
AGRICULTURAL
(934) SHOPPING CENTER
(945) TRANSITIONAL
(937) UNCLASSIFIED

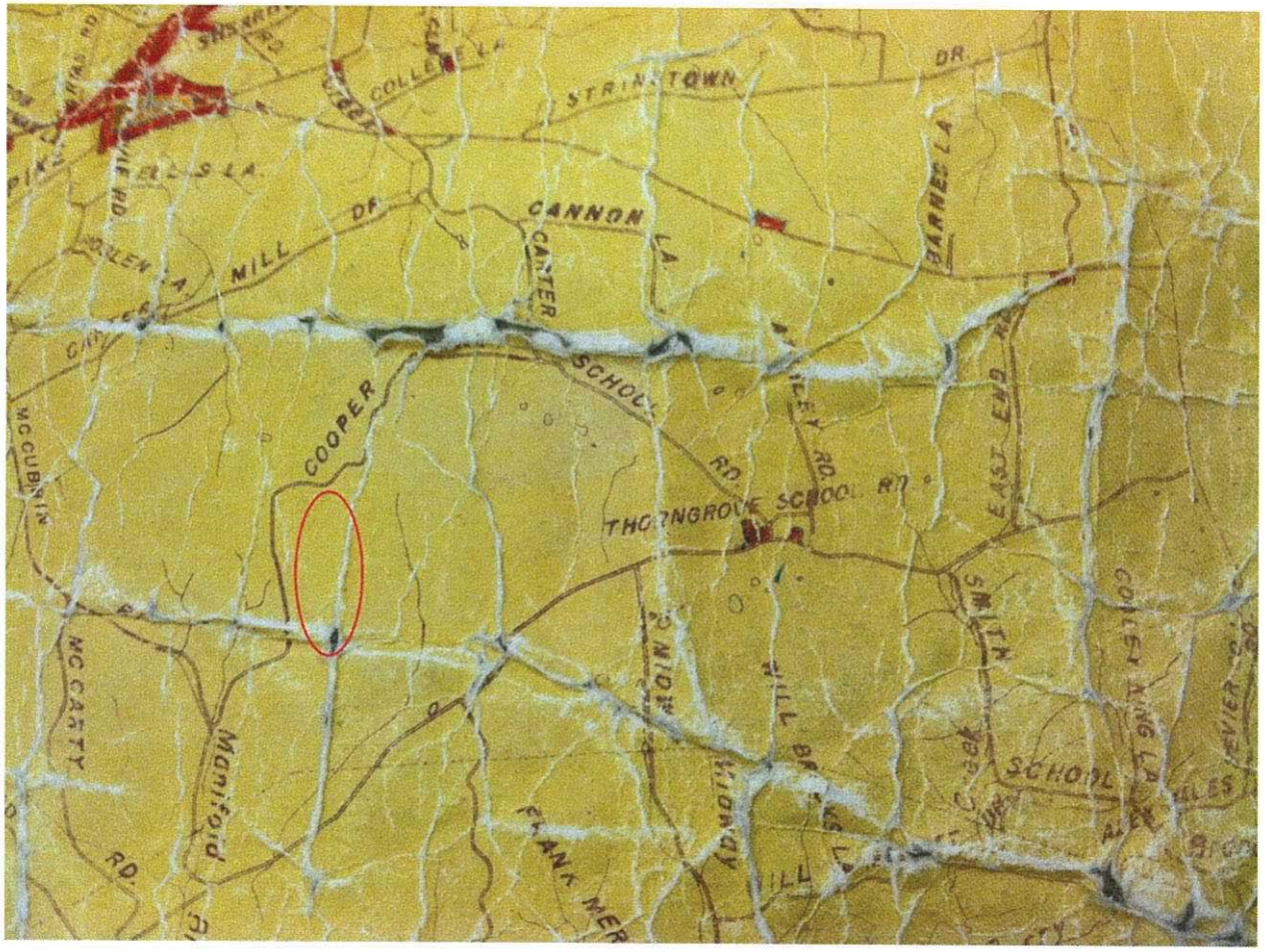

Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP

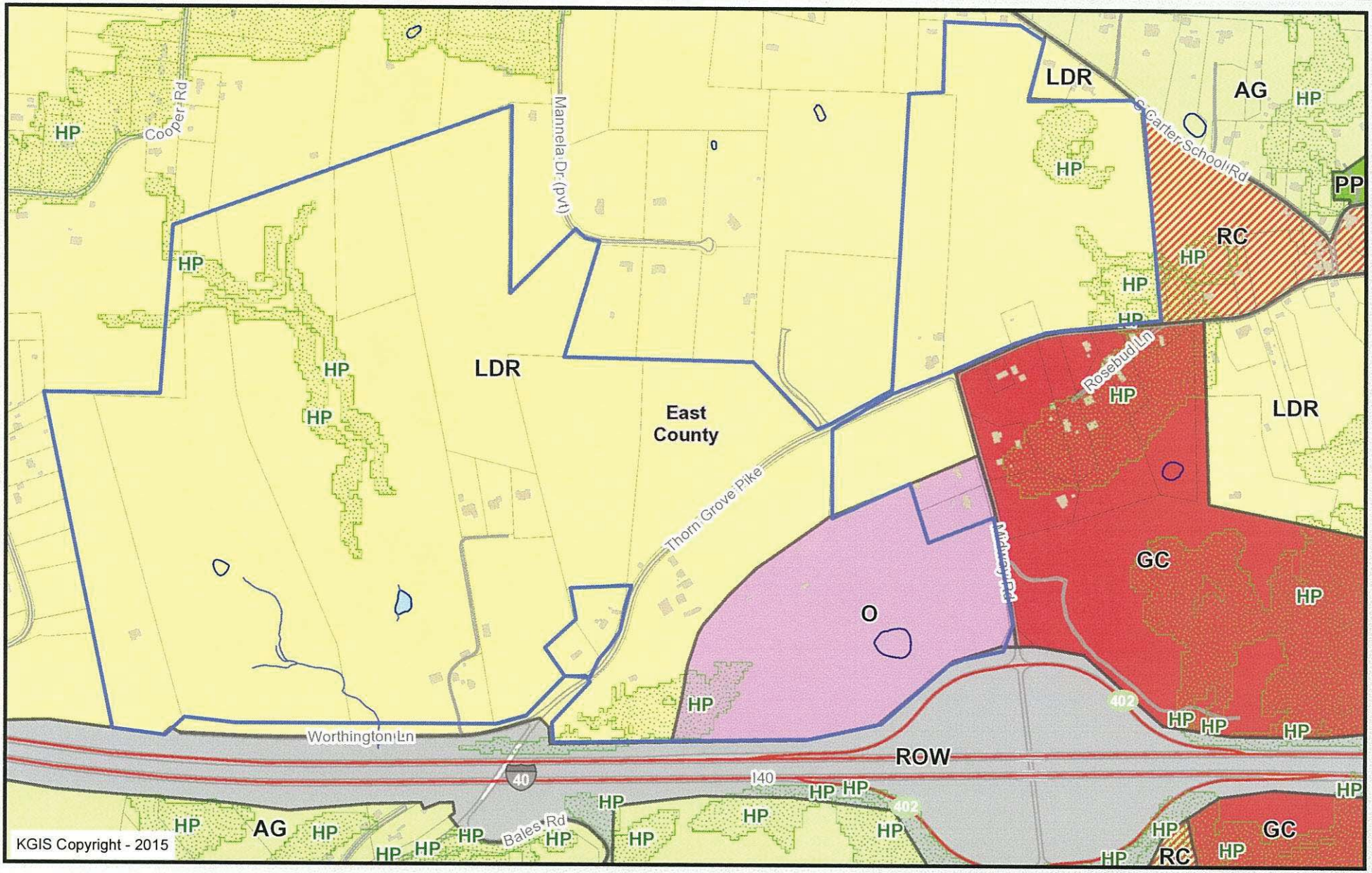

Zoning – Knoxville & Knox County 1950's
UNION COUNTY
GRAINGER COUNTY
JEFFERSON
General Location
of Proposed MBP


Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP
HIGHWAY
JOHNSON
CANNON
COOPER

1950s Knox County Zoning Map of Midway Road Property – Agricultural Zone

[Approximate location of parcel later zoned Commercial (1976) is circled]





Present Sector Plan Land Use Designation

Proposed Midway Business Park Property

Knoxville - Knox County - KUB Geographic Information System

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0 390 780 1,560 ft

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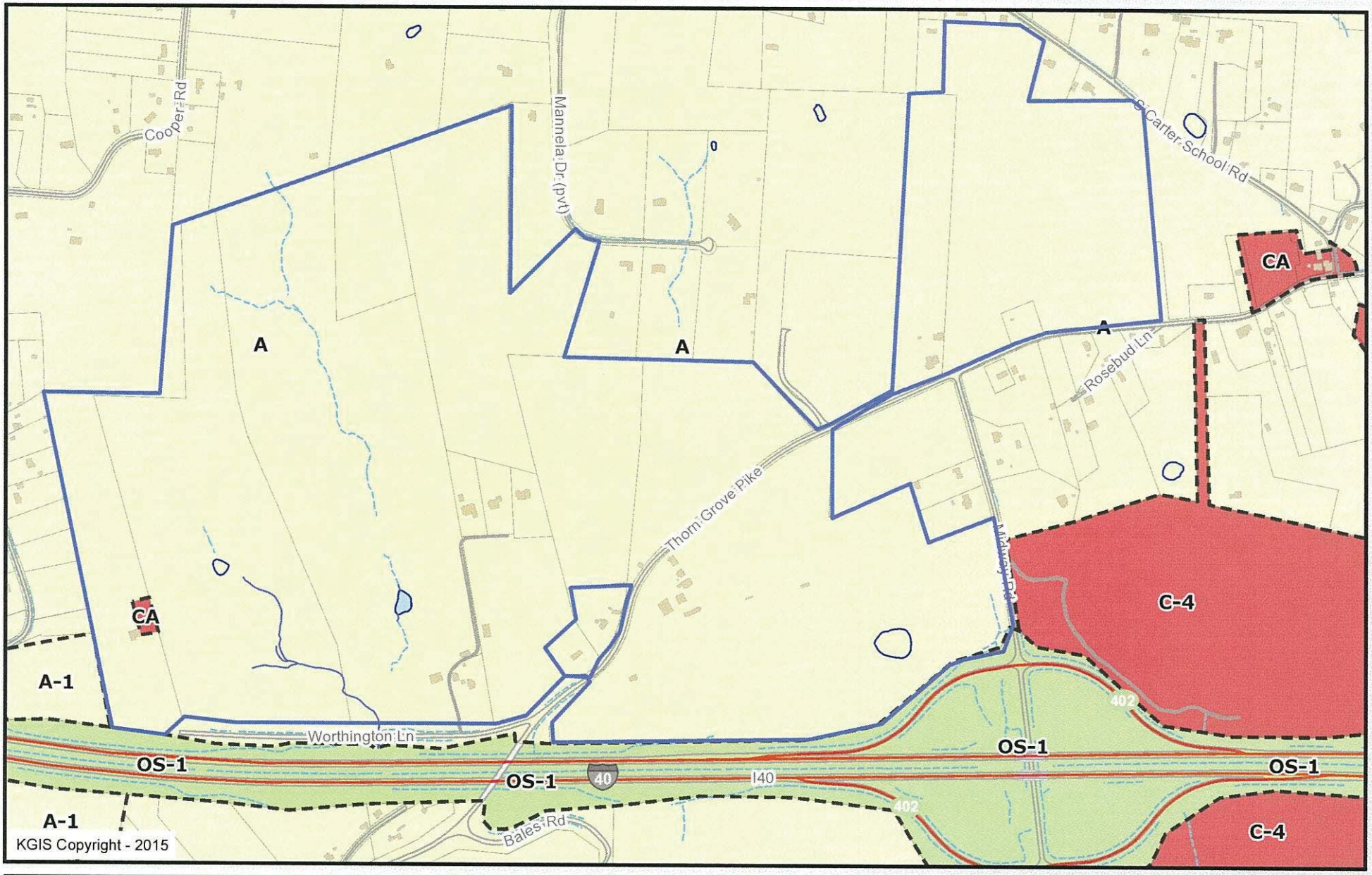

Present Zoning

Proposed Midway Business Park Property

Knoxville - Knox County - KUB Geographic Information System

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0 390 780 1,560
ft

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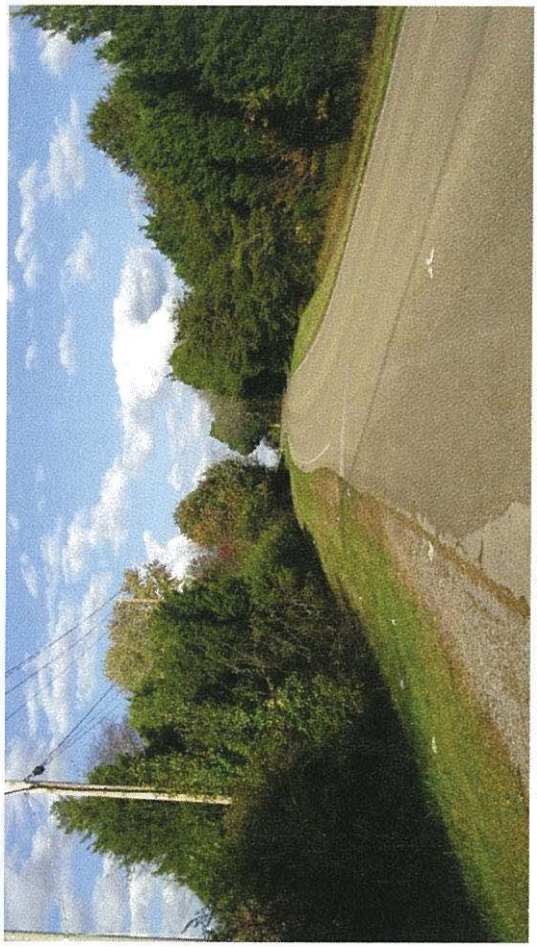
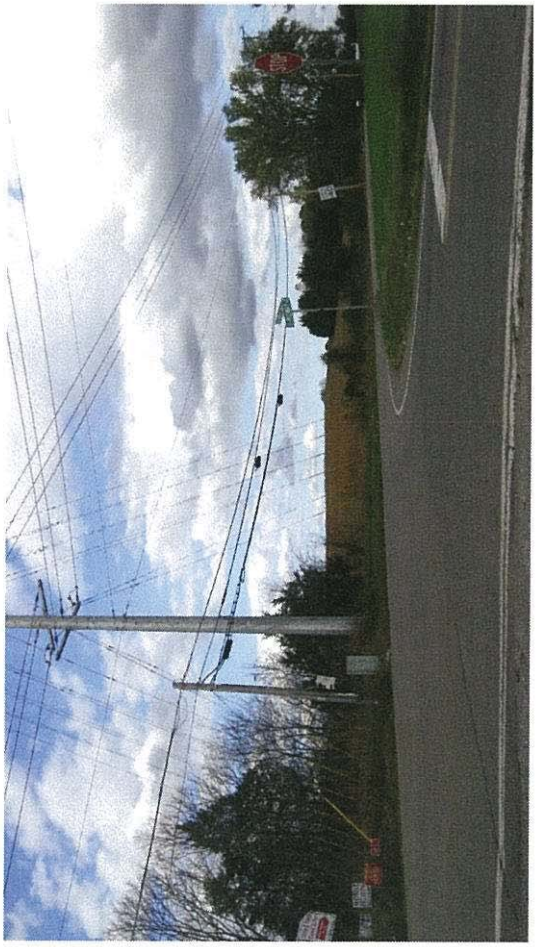
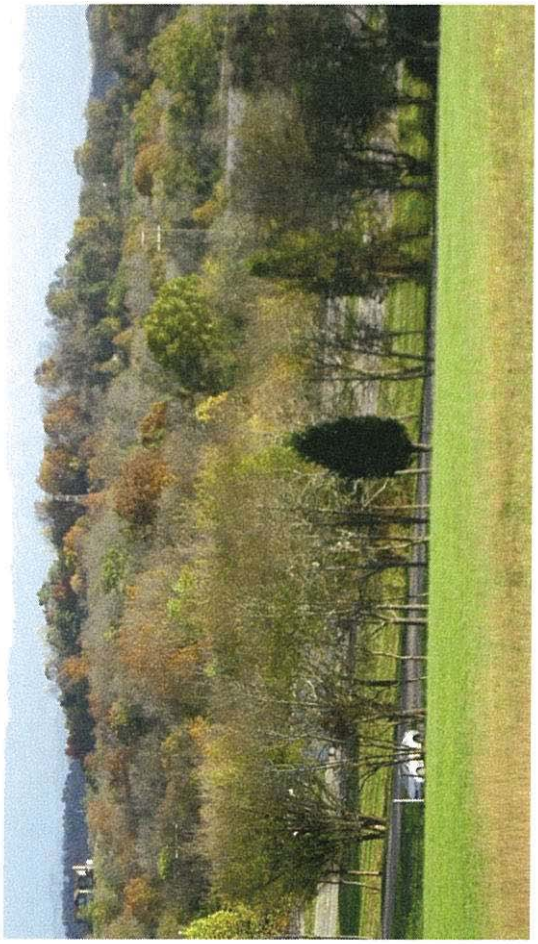
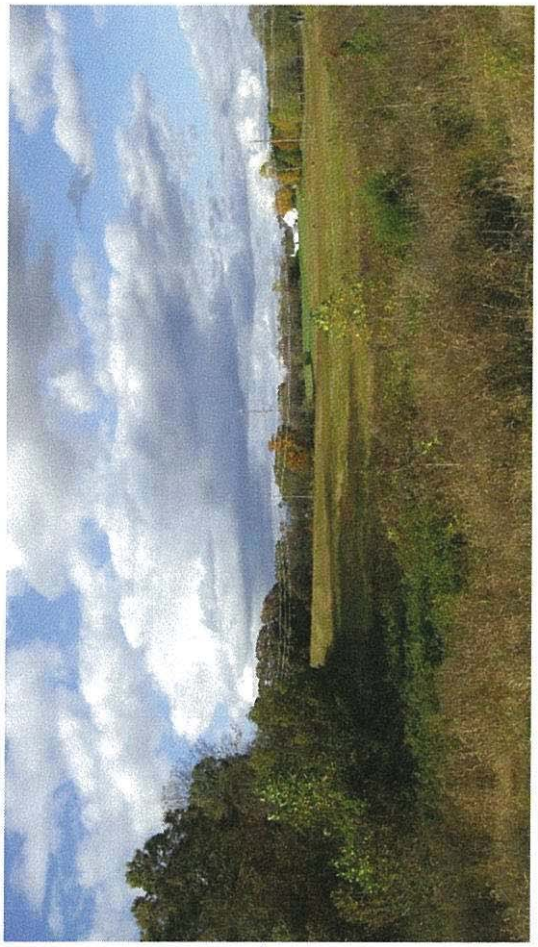
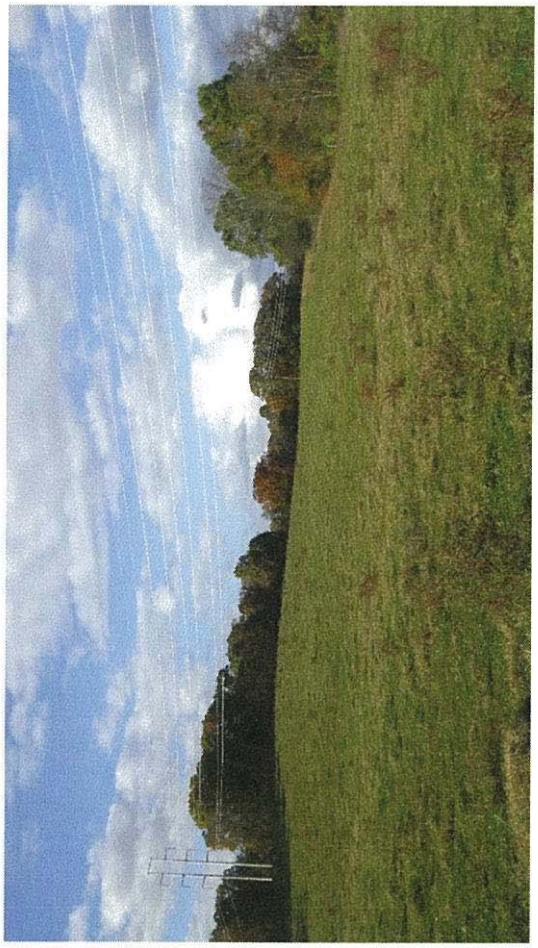


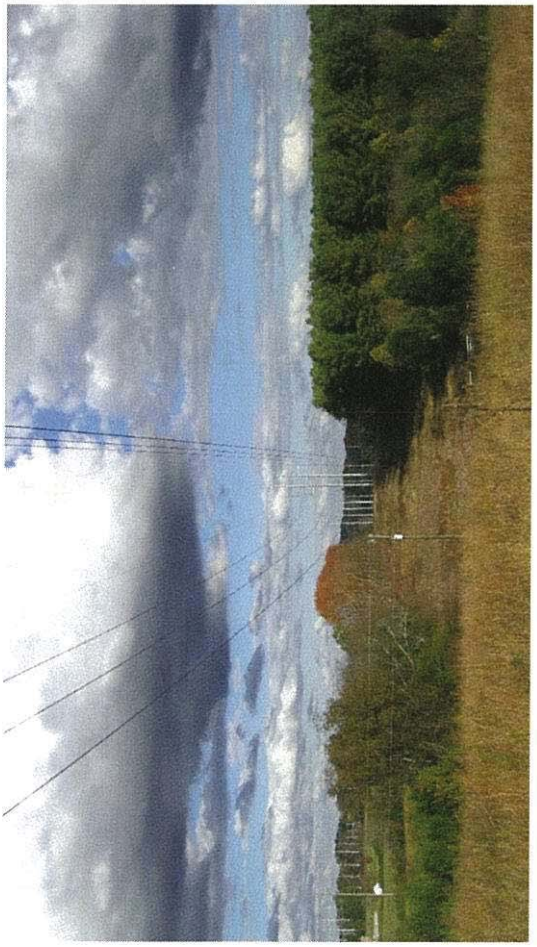


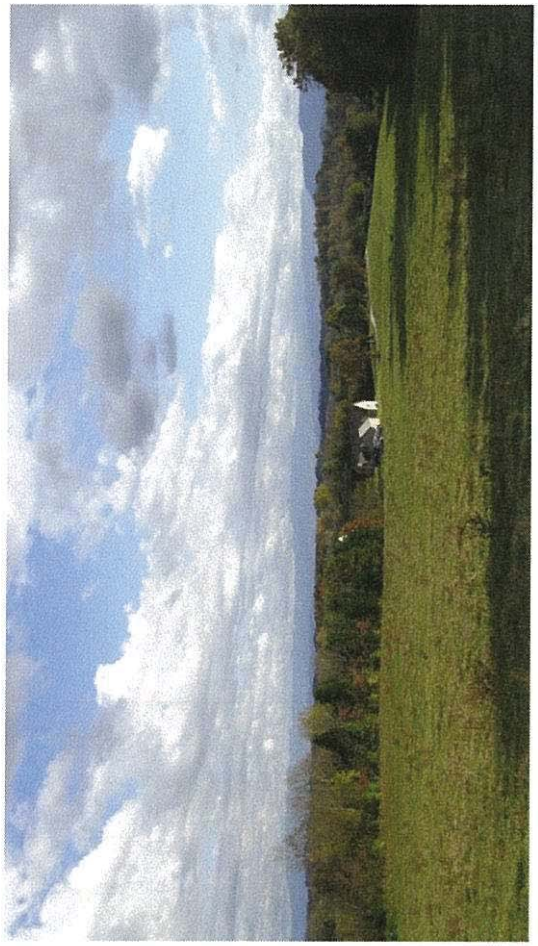
TVA

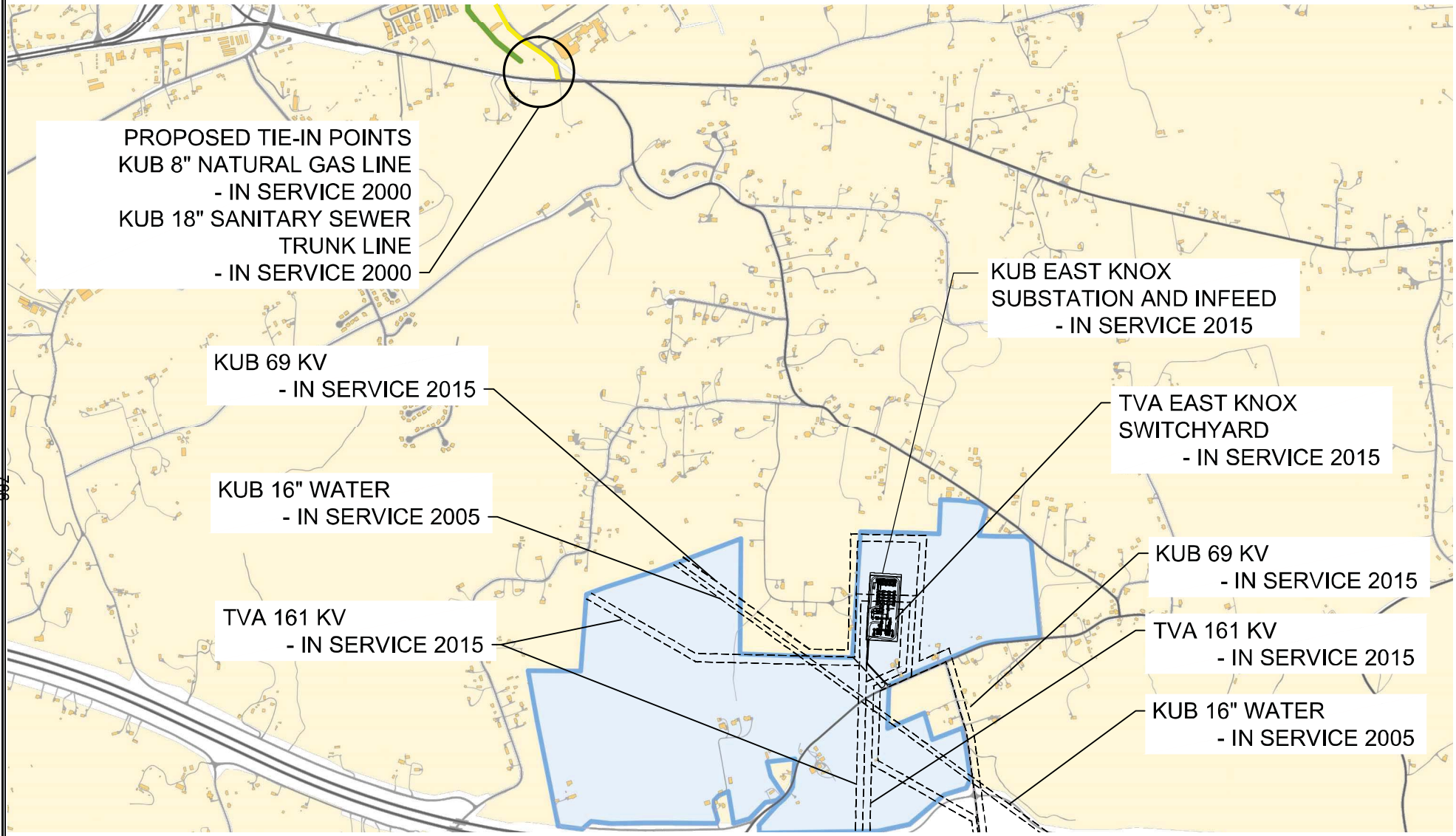












NOTE:
LOCATIONS SHOWN FOR UTILITIES
ARE ONLY APPROXIMATE, AND MAY
NOT BE TO SCALE

0 600 1200 2400 3600 4800

K:\Civil\51520-18\Data\Drawings\Easement Map 11-03-15.dwg

11/9/2015

SECTION 1
Recommended Growth Plan

The Knox County Growth Policy Coordinating Committee worked for over a year to develop a plan that complies with Public Chapter 1101, Tennessee's annexation and growth management law. This plan, which the Coordinating Committee has recommended for adoption by the governing bodies of Knox County, Knoxville and Farragut, is the result of careful consideration of proposals put forward by the three local governments, citizens, community groups and business people. The plan is based on the requirements of Public Chapter 1101; a thorough analysis of existing conditions and trends in land use, population and the natural environment; and input by citizens and detailed testimony by a wide variety of governmental service providers, including city and county departments, utility districts, emergency services and the school board.

This section contains the policy recommendations of the coordinating committee, presented in written and graphic form. The remaining sections of the document provide background information used to develop the plan.

Growth Policy Map

The Growth Policy Map (*follows page 6*) shows the recommended Rural and Planned Growth Areas for unincorporated portions of Knox County and Urban Growth Boundaries for Farragut and Knoxville. Knoxville's Urban Growth Boundary contains 47.5 square miles; Farragut's Urban Growth Boundary contains one square mile; the Planned Growth Area contains 147 square miles; and the Rural Area contains 216 square miles (*see Appendix D for more details and percentages*).

Goals

The following goals have been adapted from TN Public Chapter 1101:

- In conjunction with the comprehensive plans of Knoxville, Knox County and Farragut, provide a unified physical design for the development of the local community;
- Encourage a pattern of compact and contiguous development to be guided into urban areas and planned growth areas;
- Establish an acceptable and consistent level of public services and community facilities and ensure timely provision of those services and facilities;
- Promote the adequate provision of employment opportunities and the economic health of the region;
- Conserve features of significant statewide or regional architectural, cultural, historical, or archaeological interest;
- Protect life and property from the effects of natural hazards, such as flooding;
- Take into consideration such other matters that may be logically related to or form an integral part of a plan for the coordinated, efficient and orderly development of the local community; and
- Provide for a variety of housing choices and assure affordable housing for future population growth.

Policies

1. The Rural, Planned Growth, and Urban Growth Boundary designations of this plan shall not impair the rights of a landowner to lawfully use property in accordance the provisions of the Zoning Ordinances of Knoxville, Knox County and Farragut.

2. Rezoning decisions shall be consistent with the Growth Plan Map and policies.

3. The following policies shall apply in the Rural Area:
   3.1 The Knox County Zoning Ordinance and Zoning Map shall determine land uses permitted in the Rural Area. The rural designation shall not impede the right of a property owner to use or develop the property for a purpose permitted by that property's zoning. A land use listed in the

Zoning Ordinance as a "use on review" may be approved by the Planning Commission if they find that the proposed development complies with all applicable standards in ordinance.

3.2 Rezoning within the Rural Area shall be limited to the following zoning districts: Agricultural (A), Estate (E), Open Space (OS), Floodway (F), Planned Residential (PR at densities up to two (2) dwelling units per acre based on the site's environmental characteristics and Health Department determination of septic system capability (with exceptions noted in #3.3 & #3.5 below), Transition (T), Historic Overlay (H), Planned Commercial (PC), subject to the conditions listed below in #3.4, and Light Industrial (LI) and (I), subject to the conditions listed below in #3.6. By February 1, 2001, MPC shall deliver recommended text of new Planned Business/Industrial Park, Neighborhood Commercial and Rural Community Commercial zoning districts to County Commission for legislative action. Upon the enactment of these zoning district regulations, these new zones shall replace the PC, LI and I zones in the preceding list of zones.

3.3 Rezoning on slopes of 25 percent or more shall be limited to the following zoning districts: Open Space (OS), Estate (E) and Planned Residential (PR) at densities of one (1) dwelling unit per two or more acres. Rezonings on slopes of 15 to 25 percent shall be limited to zoning districts which have a minimum one (1) acre lot size; Agriculture (A), Estate (E), Open Space (OS), and Planned Residential (PR) on lots of one (1) or more acres are appropriate.

3.4 In rural areas, rezoning to Planned Commercial (PC) shall only be approved for commercial uses or services needed to serve rural area residents, such as food markets, convenience stores, gasoline service stations and professional or business offices. A site plan shall be reviewed and approved by the Metropolitan Planning Commission concurrently with any rezoning to Planned Commercial in the Rural Area. Such commercial facilities and rezoning shall be consistent with the Sector Plans adopted by the planning commission.

3.5 Extensions of low density residential development (densities of 1 to 3 dwelling units per acre) into the rural area shall be limited to the following conditions: (a) the property must be zoned Planned Residential (PR); (b) provision of sanitary sewer and public water services; (c) connecting collector and arterial roads from the proposed development to the Urban Growth Boundary or Planned Growth Area which meet the standards of the Knox County Engineering and Public Works Department or its successor; and (d) a traffic impact analysis demonstrating to the satisfaction of the planning commission that the effect of the proposed and similar developments in the traffic analysis zone will not unreasonably impair traffic flow along the arterial roads through the adjacent Planned Growth Area. The intent of this section is to allow extensions of low density residential development into rural areas when urban services (sanitary sewer, water, and adequate roads) become available. These areas should be reclassified "Planned Growth" when the growth plan is periodically revised and amended.

3.6 Land within the Rural area may be rezoned for business parks or industries only under the following conditions:

a.) The rezoning is consistent with the applicable Sector Plan. The Sector Plan may be amended upon recommendation of the Metropolitan Planning Commission in accordance with provisions of state law regarding adoption and amendment of regional plans.

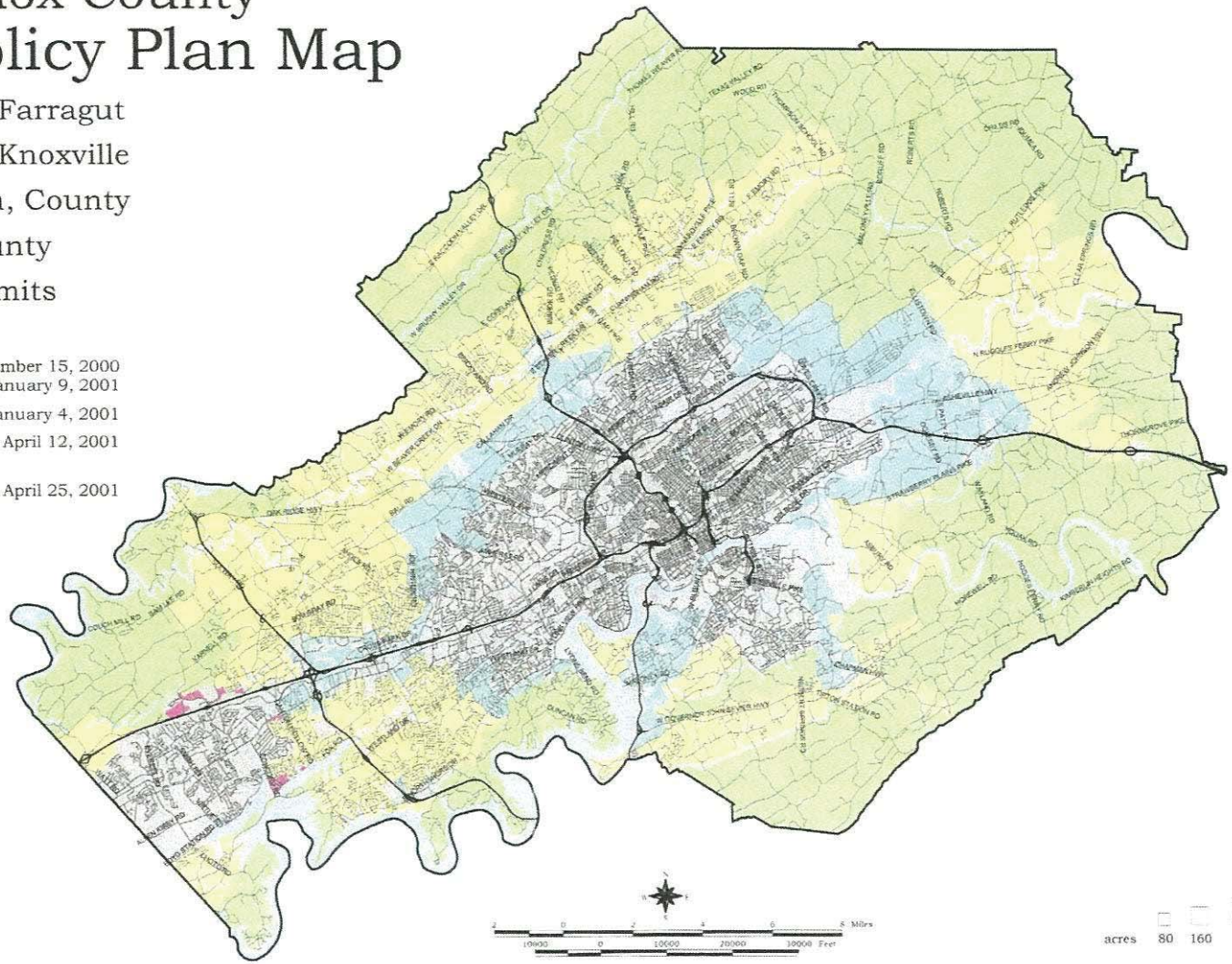
b.) Wetlands, floodways, streams, or hillside lands with pre-development slopes of 16 % or greater, as defined in Section 82-30 of the Knoxville-Knox County Subdivision

Knoxville-Knox County
Growth Policy Plan Map

- Urban Growth, Farragut
- Urban Growth, Knoxville
- Planned Growth, County
- Rural Area, County
- Existing City Limits

Adoption Dates:

Knoxville City Council:	December 15, 2000
Readoption with Revision:	January 9, 2001
Knox County Commission:	January 4, 2001
Farragut Board of Mayor and Alderman:	April 12, 2001
Tennessee Local Planning Advisory Committee:	April 25, 2001



GROWTH POLICY
COORDINATING COMMITTEE

Map produced by the
MPC
METROPOLITAN PLANNING COMMISSION

Print Date: April 27, 2001

An Inventory of Potential Sites for Business and Office Parks

Prepared by

Knoxville/Knox County Metropolitan Planning Commission

2002

Introduction

This report is an outgrowth of the interest of the Development Corporation of Knox County in identifying potential sites for business and office park development. The material in the report was originally shared with the Development Corporation in 2000 and has been updated to reflect current conditions associated with the potential sites. The report contains descriptions, photographs, parcel-based information (Appendix A includes the Tax Assessor's information regarding acreage, ownership and appraised values), and a printed color map depicting development constraints. A countywide map that depicts the potential sites in relation to existing land use is contained in the back pocket. Additional mapped information about each site can be found on the Knox County's Geographic Information System website www.kgis.org/knoxnetwhere. That website has aerial photographs, zoning information and other attributes, which may be of interest in learning more about a potential site.

The location principles that were used in identifying the potential business and office park sites are presented on the following page (see Exhibit 1). Some of the sites have potential for other development than business or office parks. Large, relatively level sites with appropriate infrastructure, which are the characteristics of many of the locations, could be used for a variety of projects, including such mixed use development as housing, office and commercial uses. The potential sites have been considered in recent sector planning and many of them are depicted for industrial or office uses in the proposed land use plans.

Exhibit 1: Business and Office Park Location Principles[1]

Appropriate Terrain

- Relatively level sites for business parks , with significant areas having slopes less than 6%
- Rolling terrain (with slopes up to 15%) acceptable for office parks
- Sites not subject to flooding

Sufficiently large vacant land areas and range of locations

- Vacant and agricultural land (generally over 100 acres and mainly composed of parcels of 20 or more acres)
- A range of modestly sized to large areas, widely distributed throughout the county to accommodate a variety of economic development needs

Compatibility with surrounding uses

- In the case of business parks, avoid adjacent low density residential neighborhoods
- Avoid locations where truck and automobile traffic generated by the businesses would have to go through residential areas

Transportation access

- Locations with good freeway or arterial highway access (sites generally within two miles of a freeway or with access to a four-lane arterial highway leading to a freeway)
- To provide a range of choices, consider business park locations with rail access
- In the case of office parks, consider airport access
- Range of locations in consideration of access by work force

Availability of utilities

- Sanitary sewer and natural gas should be available or potentially available at reasonable cost
- Water and electricity (generally a given in Knox County)
- Digital, fiber-optic or similar technology

Other considerations

- Recognizing that some businesses want high visibility for public relations purposes, consider freeway-oriented locations (particularly with office park sites)
- In the case of office parks, locations with or near open space and recreation resources

---

[1] Sources: Consultation with Doug Berry, Director, Community Development Department, City of Knoxville; and Melissa Ziegler, Director, and Doug Lawyer, Development Manager, The Development Corporation of Knox County, 1999-2000.
E. Kaiser, D. Godschalk and F. Stuart Chapin, *Urban Land Use Planning*, 1995.
Urban Land Institute. *Business and Industrial Park Development Handbook*, 1988.
Urban Land Institute. *Office Development Handbook, 1998.*

The process involved in identifying the sites included the following:

1. Review of existing land use, identifying agricultural and vacant land.

2. Review of slope map, identifying areas with slopes under 6% (particularly good for business park development) and areas with slopes of 6-15% (more marginal for business park development, and potentially suited for office park development).

3. Examination of land zoned for industrial and business park purposes (excluding areas already developed for such purposes).

4. Review of land planned for industrial and business park purposes (i.e., sector plans).

5. Identification of areas where sanitary sewer systems are in place or likely to be extended in the next decade.

6. Examination of existing and planned transportation systems, particularly looking at sites near freeways and major arterial roads.

7. In view of the preceding information, identification of potential sites that could serve business park, office park and industrial redevelopment purposes.

8. Meetings with county and city economic development staff (Doug Lawyer and Doug Berry) to go over the series of maps and the potential sites that would be further examined.

9. Presentation of the potential sites to the Development Corporation in the spring of 2000.

10. Updating the list of potential sites and related information based upon Development Corporation staff input, development of sites in the past two years, and information gathered from recent sector planning.

Potential Business Park Sites

The following sites, labeled BP-1 through BP-16, were identified in consideration of the location principles that were previously outlined.

BP-1

Size: approximately 111 acres

Location: Oak Ridge Highway/Higdon Road

Existing and Surrounding Land Use
A wooded hillside, composed of large parcels (most of which are undeveloped), and a demolition landfill are to the west of this site. A railroad line and Oak Ridge Highway form the northern boundary with rural residential development and a former landscape nursery on the opposite side of the highway. Beaver Creek and a wooded hillside are to the east. A half dozen houses sit on large lots to the south of the property.

Availability of Utilities
West Knox Utility District has water and sewer jurisdiction. Sewage pump stations are near Qualpro at Pellissippi Parkway and at the Wexford Downs subdivision off Oak Ridge Highway. A connection to one of those pump stations would likely be necessary to provide sewer services. KUB provides natural gas in the area.

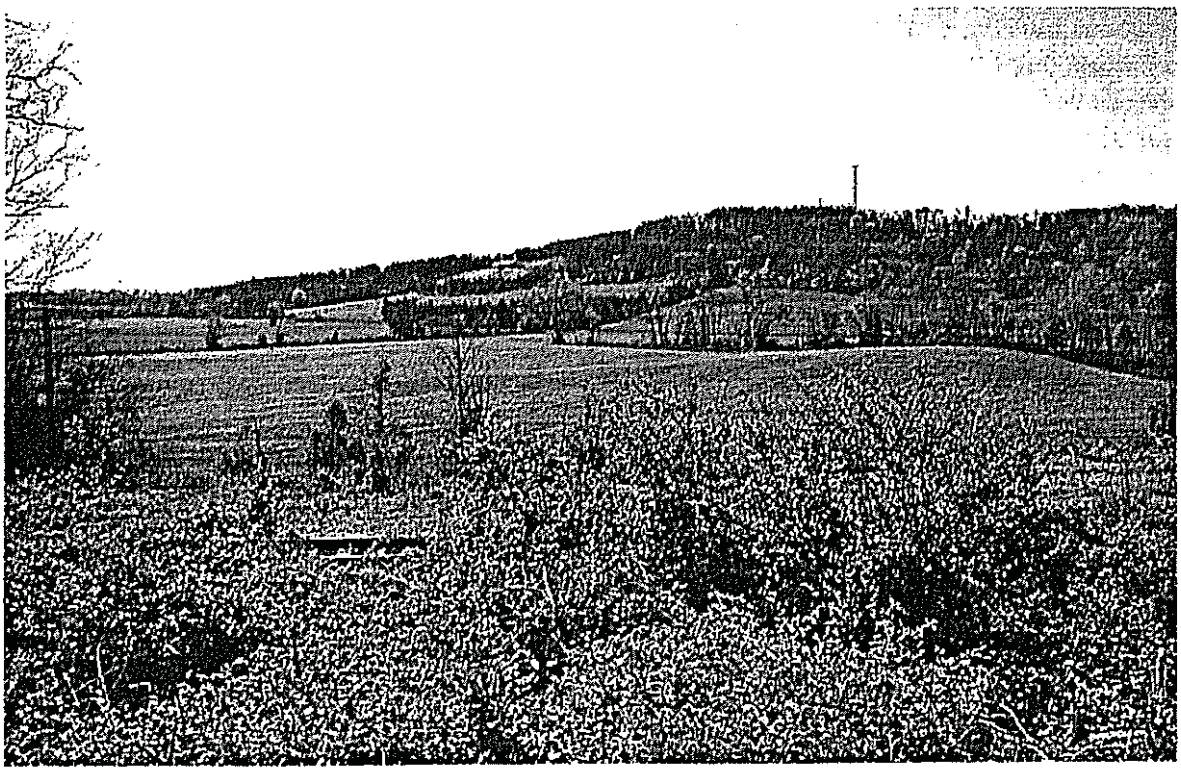
Development Constraints
Between 50 and 60 percent of the land is relatively level (that is, under 6 percent slope). Another 30 percent of the site is characterized by rolling terrain (6 to 15 percent slopes). A small knob with slopes greater than 15 percent forms the northeast corner of the site. Beaver Creek adjoins the site; its floodplain is very narrow and should not pose development constraints. There are sinkholes and caverns in this section of Knox County. It would be prudent to investigate subsurface geologic formations if this site is to be purchased for business park purposes.

Transportation Access
A CSX rail line adjoins the site on the north. Oak Ridge Highway is a two-lane arterial. It is proposed to be improved to a four-lane arterial in the Long Range Transportation Plan with the year 2010 being the target date. The foremost concerns regarding access to the site are turning movements from Oak Ridge Highway, including the connection back to Pellissippi Parkway. These are severe problems that would have to be addressed to facilitate vehicular movements from this location.

Proposed Land Use and Zoning
The Northwest County Sector Plan identifies most of the tract for industrial land uses with a small portion identified as a slope protection area. Industrial zoning exists along the railroad corridor, while the remaining portion of the tract is zoned agricultural.

Other Considerations
Three parcels comprise most of the potential site. They range in size from 32 to 61 acres.

The orange route of the proposed regional beltway is depicted as crossing this site.



Site BP-1 as seen from Oak Ridge Highway.

BP-16

Location: I-40/Midway Road

Size: approximately 255 acres

Existing and Surrounding Land Use
The site is used for agricultural or rural residential purposes. The surrounding land use is similar.

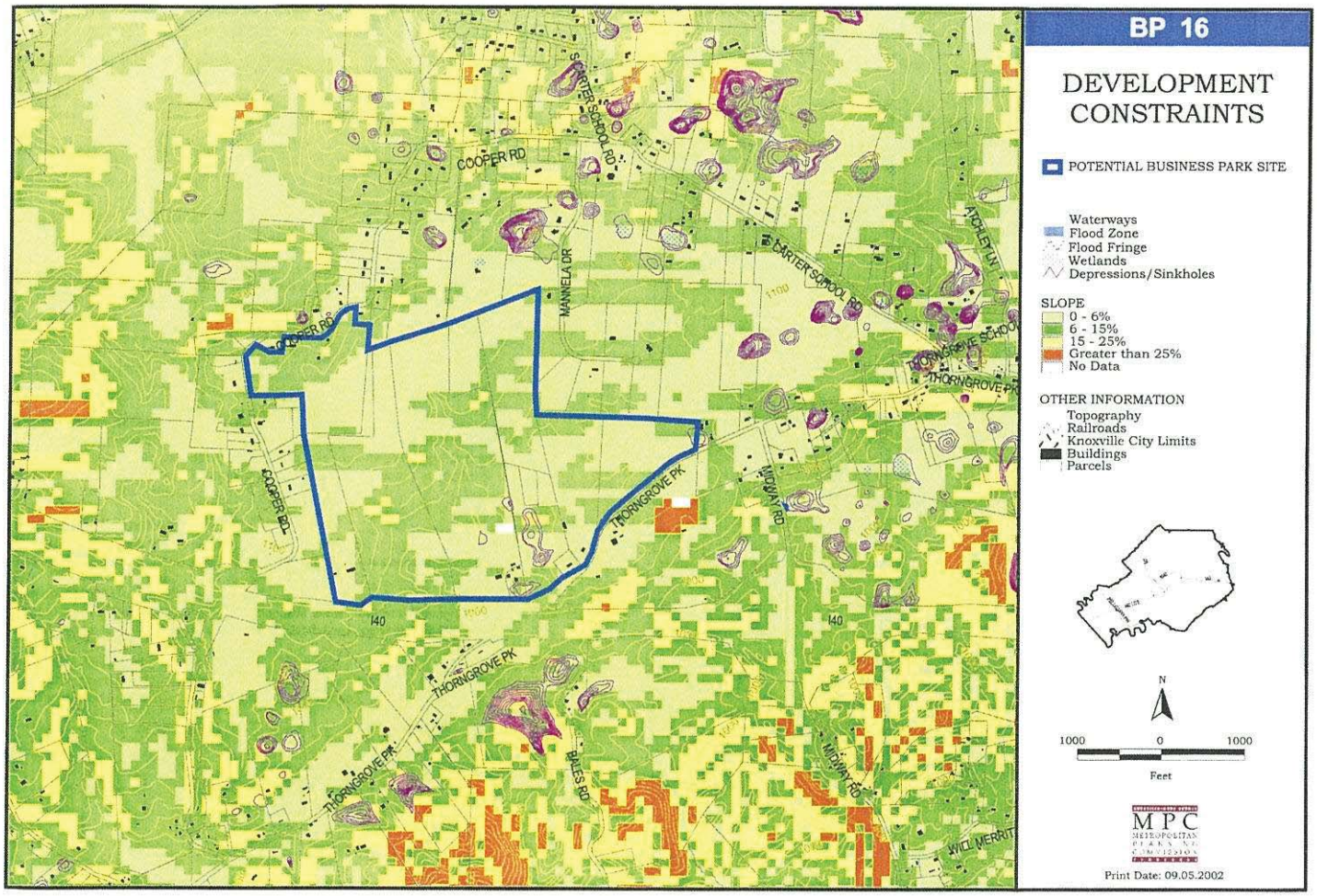
Availability of Utilities
The Knoxville Utilities Board has jurisdiction for utility services. There are no sewer services in the area at this time.

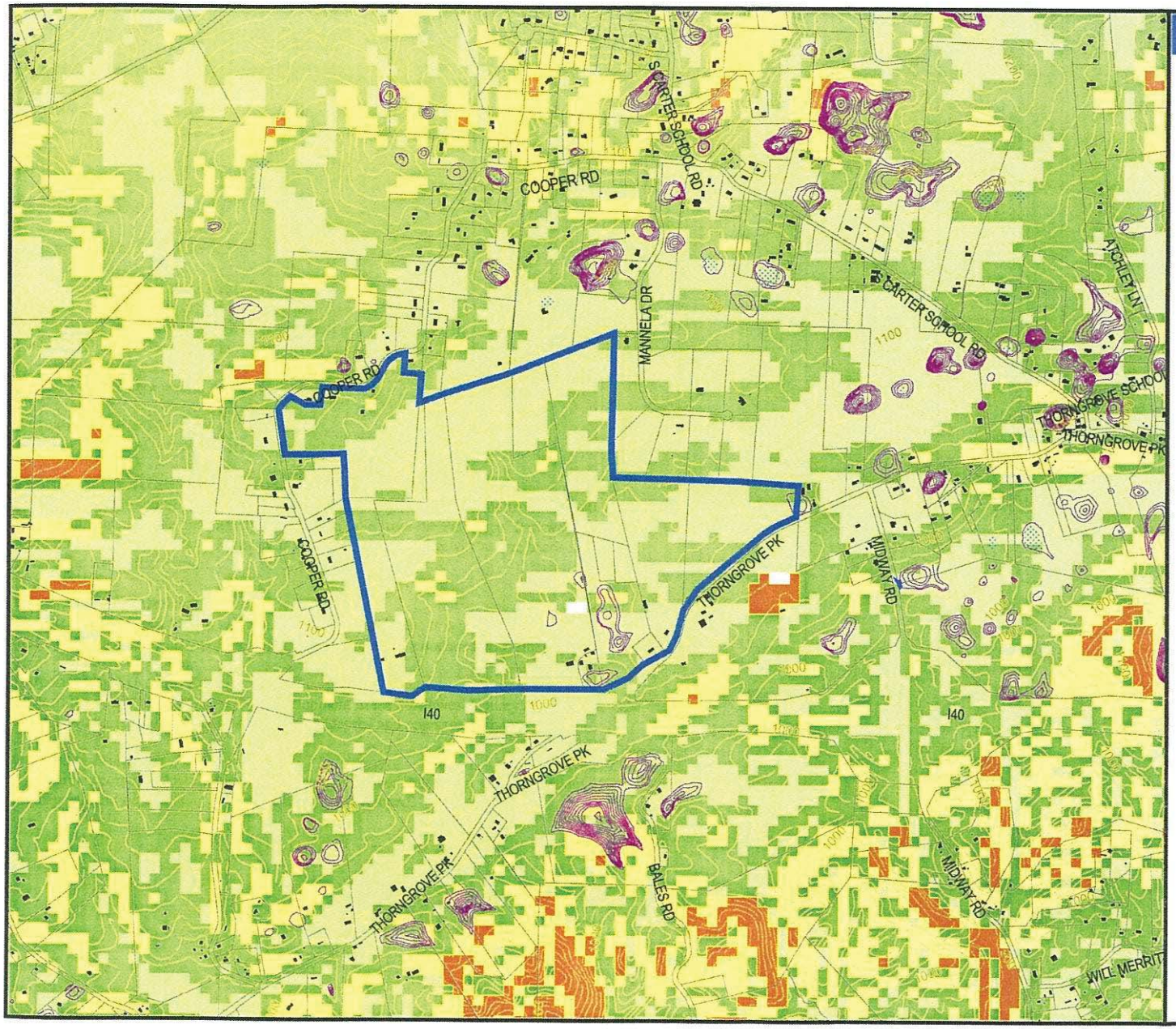
Transportation Access
The location is within one-half mile of the interstate interchange.

Development Constraints
The area is characterized by Karst terrain with limestone and related formations within close proximity of the surface. There are several sinkholes in the area.

Proposed Land Use and Zoning
Portions of the site closest to the interstate are proposed for office development in the East County Sector Plan. The area north of Thorngrove Pike has been proposed for low density residential uses. Although there have been rezonings for commercial uses in the area, almost all the parcels associated with the site are zoned agricultural.

Other Considerations
In creating the sector plan, citizens expressed concerns about a business park and wanted less intense uses near the interchange and in the surrounding countryside. Considering citizens' concerns and as a means to foster economic development, the areas closest to the interchange were proposed for office development in the East County Sector Plan.


BP 16
DEVELOPMENT CONSTRAINTS
POTENTIAL BUSINESS PARK SITE
Waterways
Flood Zone
Flood Fringe
Wetlands
Depressions/Sinkholes
SLOPE
0 - 6%
6 - 15%
15 - 25%
Greater than 25%
No Data
OTHER INFORMATION
Topography
Railroads
Knoxville City Limits
Buildings
Parcels
N
1000
0
1000
Feet
MPC
Print Date: 09.05.2002
COOPER RD
CARTER SCHOOL RD
MANNELA DR
THORNGROVE PK
MIDWAY RD
BALES RD
ATCHLEY LN
140



BP 16

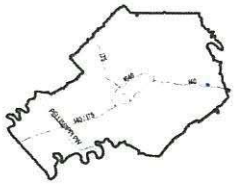
DEVELOPMENT CONSTRAINTS

POTENTIAL BUSINESS PARK SITE

Waterways
Flood Zone
Flood Fringe
Wetlands
Depressions/Sinkholes

SLOPE
0 - 6%
6 - 15%
15 - 25%
Greater than 25%
No Data

OTHER INFORMATION
Topography
Railroads
Knoxville City Limits
Buildings
Parcels



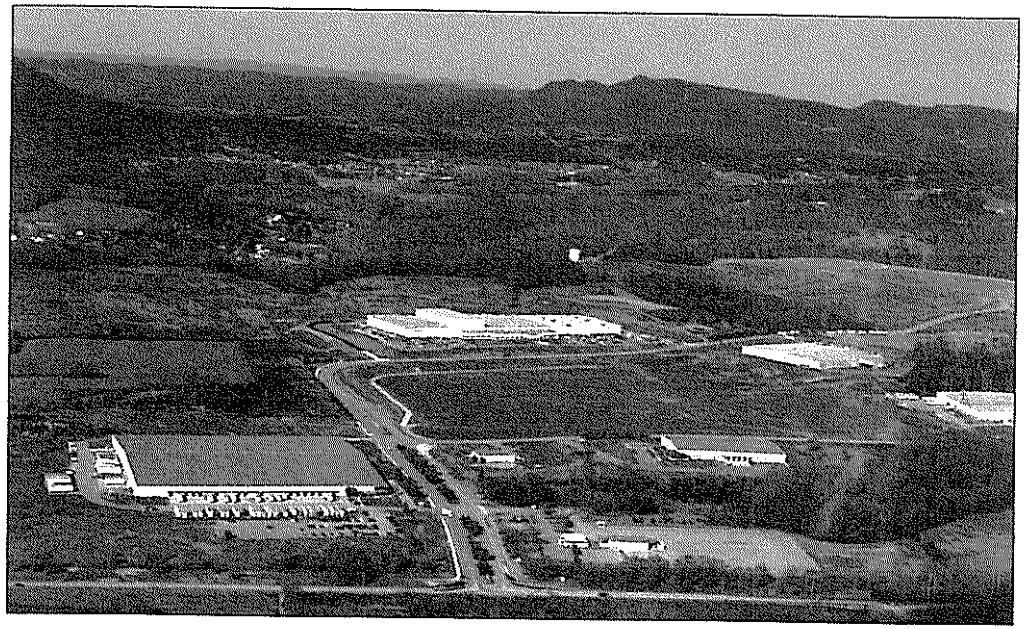
N

1000 0 1000
Feet

MPC
METROPOLITAN PLANNING COMMISSION

Print Date: 09.05.2002

Potential Locations for Business Park Development



October 2005

Prepared for the Development Corporation of Knox County
by The Knoxville/Knox County Metropolitan Planning Commission

Introduction

The Development Corporation of Knox County requested that Knoxville/Knox County Metropolitan Planning Commission (MPC) staff examine potential business park sites throughout the county. The Development Corporation has realized that the inventory of such land is severely limited. This report is an update to the 2002 report entitled, *Inventory of Potential Sites for Business and Office Parks*, and concerns potential business park sites only.

Knox County is comprised of 336,582 acres. MPC conducted a thorough analysis (*see Appendix A*) of the county's land resources using a Geographic Information System model and identified 42,288 acres (or 12.6%) of total land for potential business park sites. Of this acreage, 15 sites comprising 3,647 acres (or 9% of the initially studied terrain) were viewed as most suitable for new business park development. The criteria used in identifying the most suitable sites were similar to the standards of the previous study[1]:

Appropriate terrain

- Relatively level sites for business parks, with significant areas having slopes less than 6%
- Sites not subject to flooding

Large vacant land areas and range of locations

- Vacant and agricultural land (generally over 100 acres and mainly composed of parcels of 20 or more acres)
- A range of modest to large areas to accommodate a variety of economic development needs

Compatibility with surrounding uses

- Areas that would avoid adjacent low density residential neighborhoods
- Locations where truck and automobile traffic generated by the businesses would not have to go through residential areas

Accessibility

- Locations with good freeway or arterial highway access (sites generally within two miles of a freeway or with access to a four-lane arterial highway leading to a freeway)
- Consideration given to locations with potential rail access
- A range of locations to be supported by a widely distributed work force

Availability of utilities

- Sanitary sewer and natural gas should be available or potentially available

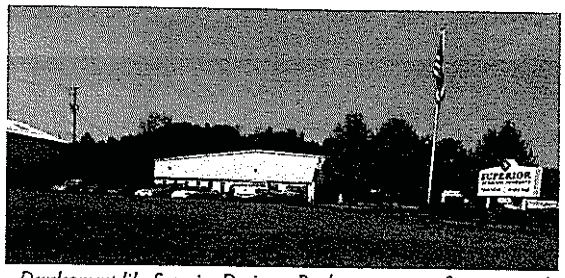
Many factors, such as existing residential subdivisions, lack of utilities, steep topography and inadequate transportation systems, constrain the potential location of business parks within Knox County. Such factors, individually or combined, drastically reduce the acreage that can be considered as best suitable for business park locations.

During the process, it became evident that undeveloped land suitable for business park development is relatively confined to the fringes where suburban and rural areas meet. Most of the locations identified are well positioned in relation to highway systems and have a reasonable service potential for other infrastructure. Sewer line extensions may require significant initial expenditures, though. Northeast Knox County has fairly level topography, creating the potential for business park development, although the distance to freeway and sewer utility systems precluded its consideration for potential sites at this time.

Recommended policies and other considerations for business park development

In addition to the identification of potential business park sites, several other points were raised in this study and should be considered toward enhancing overall economic development and better use of scarce land assets.

- **As a Development Corporation policy, it is recommended when land is purchased for business park development that light manufacturing, technology-based and related production enterprises be targeted to realize greater employment and higher wages in Knox County.** Such uses have significantly greater numbers of employees per acre than trucking and distribution facilities, and the payroll is typically greater.
- **The development of the Knoxville Beltway (the Orange Route) will open additional lands in Anderson County and north Knox County to potential business park development. A critical point is a potential interchange in the Heiskell vicinity.** An interchange, along with widening of the railroad underpass, would be significant in realizing job economic development in this area. The area that is situated west of the railroad (parts of Knox and Anderson Counties) presents considerable opportunities for business park development.
- **The Development Corporation should look to infill development and expansion of the buildings in older industrial parks as another facet of economic development strategies.** Because of its infrastructure (street, railroad and utility systems), Forks of the River Industrial Park and surrounding areas are particular candidates in this regard.
- **Some highway corridors, such as John Sevier Highway (north of the river) and Asheville Highway, have potential to be developed as "business park corridors," where infill development and redevelopment opportunities should be comprehensively pursued.** Design standards should be created for such corridors, addressing sign control, landscaping, setbacks and related aspects of building and site design. The standards set forth by Westbridge Business Park should be used as an example to guide this type of corridor development. The purchase of vacant, underutilized buildings and undeveloped land should be considered in relation to the market niche for certain sized operations.



Development like Superior Drainage Products sets a tone for a potential corridor business park along John Sevier Highway.

[1] *Sources: Consultation with Todd Napier, Development Corporation of Knox County, 2005. E. Kaiser, D. Godschalk and F. Stuart Chapin, Urban Land Use Planning, 1995. Urban Land Institute, Business Park and Industrial Park Development Handbook, 2001.*

- **Redevelopment of antiquated and unused industrial properties should also be pursued.** This strategy is actively being pursued in the Interstate 275 corridor. The reuse of mining properties in the Mascot area is another opportunity. This includes such sites as the former extraction area west of Mine Road and business park development above the zinc mine areas once mined through ASARCO. In some of these cases, environmental concerns will have to be addressed as part of the redevelopment process. A separate report, ***Potential Sites for Industrial and Commercial Redevelopment in Knoxville's Empowerment Zone*** (2002), provides an overview of 'brownfield' and other underutilized industrial sites in Central Knoxville.

Committing to land and infrastructure costs

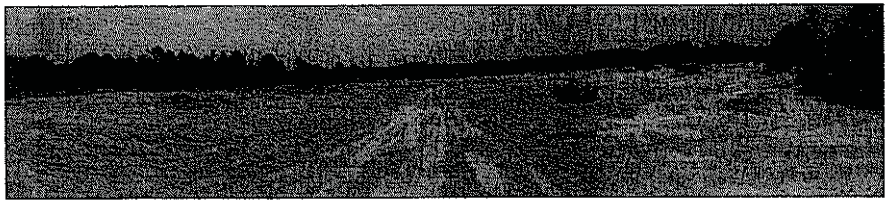
The constraints to business park development are formidable. Commitment must be given to the creation of the necessary infrastructure such as sewer extensions and adequate road connections to the interstates. A comprehensive program to purchase land for both short and long range business park development should be pursued.

As seen in recent years, many potential sites are being developed as residential subdivisions. The competition for development of level sites, which can be served by sewer and adequate roads, is significant. The Development Corporation and Knox County's long term economic growth would benefit by targeting specific sites and proceeding with land acquisition.

Since the amount of land suitable for business park development continues to shrink, MPC staff recommends new approaches for acquiring and developing business parks be explored through the implementation of methods such as land banking, transportation and economic development planning, and brownfield redevelopment. Details about these methods are as follows:

Land Banking

Land banking is the practice of acquiring land and holding it for future development. A number of cities and economic development organizations have created land banking programs not only for greenfield development, but also for brownfield redevelopment. The objective is to create a portfolio of properties which are reserved for both short and long term economic development purposes. The array of parcels can include strategic individual parcels or an assemblage of land for business or industrial parks. Along with most of the sites in this report, the I-275 corridor has potential sites for land banking. Specific areas to be considered are:



The tailings site in Mascot is a good example of a former mining operation which could be made into an economic development asset.

Midway Road Area
There are large tracts of land at the northern terminus of Midway Road. This area currently lacks sewer, but will develop quickly once utilities are extended. Business park development would offer significant job creation and, potentially, lower impact development than other scenarios (such as the intense commercial development at the Sevierville interchange).

I-275 Corridor
The former Brookside and Hackney sites and the remaining portions of the Coster Shop yards are recommended as primary redevelopment sites. Additionally, smaller parcels should be pursued, particularly with some rights-of-way closure and acquisitions to create good access along the corridor.

Raccoon Valley Road Area
The proposed Orange Route is to be located near the western border of Knox County, along Raccoon Valley Road. The Tennessee Department of Transportation (TDOT) has discussed the possibility of locating an interchange in this area, which will spur future development. As noted above, the area west of the railroad has terrain that would be conducive to business park development.

Infrastructure and Economic Development

Transportation and utility improvements are needed to foster the viability of a number of business park sites. As mentioned earlier, planning and economic development coordination will help to develop transportation plans that recognize economic development opportunities.

Knoxville Beltway (Orange Route)
The development of this beltway will open additional lands in Anderson County and north Knox County to potential business park development. Again, an area of interest is the potential interchange in the Heiskell vicinity. This interchange, along with the widening of the railroad underpass, would be significant in promoting economic development.

East I-40 corridor
Several potential business park sites have been identified in the Midway Road interchange area. While sewer is the foremost need in unlocking the economic development potential, various road improvements are also required. Connecting and improving to Worthington Drive, McCubbins Road and Wooddale Church Road would facilitate other potential business park development between the Strawberry Plains and Midway interchanges.

The Eastbridge and Mascot areas
Andrew Johnson Highway, Strawberry Plains Pike and Rutledge Pike provide potential access to reach the industrial properties in this area. However, those routes are not directly tied to the sites and tend to run westward to interchanges several miles away. A new link, which flows more directly south to I-40, should be considered to improve the viability of marketing hundreds of acres of potential industrial property in and around the Mascot/ Eastbridge area.

Northeast Knox County
The most level land areas, which could serve a variety of purposes such as farming, are the large tracts in Northeast Knox County. A beltway (the routing is undetermined) has been considered as a long range project to better link I-40/81 to I-75. The implications for economic development would be significant if such a decision is made. As part of the process, utility improvements and land use planning should be undertaken concurrently with transportation planning.

Primary Sites

The following 15 sites were identified as having significant potential for business park development. The background material for each site includes parcel identification, acreage, utility providers, transportation, land use plan and zoning information. Observations from field visits and sector plans are also recorded, and aerial photographs and slope analysis maps are provided for a better understanding of each potential site.

In viewing the maps, please note that more than one site is occasionally depicted on a page.

General Recommendations

The following general recommendations should be used in making decisions regarding the development of the sites:

- Attention should be given to protecting water resources, including adequate buffers to streams and rivers. The Development Corporation should work with the county's engineering staff to develop state of the art, low impact development practices that meet state and county regulations.
- Business park sites abutting residentially zoned or used property should establish a solid buffer of evergreen trees and shrubs to screen adjacent properties.
- All signage should be monument style, eye level, and consistent with the color and character of the proposed buildings in the business park.
- The conservation of existing trees, particularly as buffers to neighboring development, should be accomplished with site planning and development. Entire clear-cutting of a site for development is discouraged.
- Linkages to greenway trails should be provided to and through business park sites.
- Community involvement in the planning and design process should be thorough.

Reference Number:	6 East County
Parcel(s) ID:	074 097 (85 acres); 074 039 (65 acres); 074 040 (47 acres); 074 096 (31 acres); 074 044 (29 acres); 074 095 (29 acres); 074 051 (24 acres); 074 09601 (20 acres); 074 041 (19 acres); 074 047 (14 acres); 074 094 (14 acres); 074 098 (9 acres); 074 042 (8 acres); 074 100 (1 acre); 074 099 (1 acre)
Acres:	396 acres
Utility:	KUB has jurisdiction for electric, gas, sewer (would have to be extended to make this a viable site), and water
Transportation:	The site is positioned just north of Interstate 40, with Thorn Grove Pike to the east and a small section of Cooper Road to the west. Access to Interstate 40 is provided southeast of the site along Midway Road
Existing Land Use:	Largely undeveloped and rural agriculture with 14 single-family homes and structures.
Surrounding Uses:	The site is bordered by single-family homes along Cooper Road. The remaining uses surrounding the site are rural agricultural with single-family homes. North of the site is Mannela Drive, which is a private cul-de-sac with 10 estate homes on five to six acre lots.
Proposed Land Use:	The East County Sector Plan depicts Low Density Residential (LDR) and Office (O)
Zoning:	Agriculture (A) and Commercial Agriculture (CA)

783

Observations:
The site would have to be rezoned and the proposed land use amended to accommodate an industrial use.

The land is clear and gently rolling from agricultural use with the majority of the site at or less than six percent slope.

The property has excellent access to Interstate 40 from Thorn Grove Pike to Midway Road.

Portions of the site closest to the interstate are proposed for office development in the East County Sector Plan. Citizens expressed concerns about a business park and wanted less intense uses near the interchange and in the surrounding countryside. Citizens preferred office and technological industries for future development rather than the addition of large manufacturing and wholesale/warehouse uses. Considering citizens' concerns and as a means to foster economic development, the areas closest to the interchange were proposed for office development in the East County Sector Plan.

Site Development Recommendations:
1. The sites north of the interstate (East 6) should be given higher priority based on the configuration of this parcel.

2. Access should be limited to Thorn Grove Pike due to its proximity to the interstate and the surrounding residential homes.

3. Worthington Lane should be extended west to connect to McCubbins Road. Midway Road should be extended north to connect to Carter School Road.

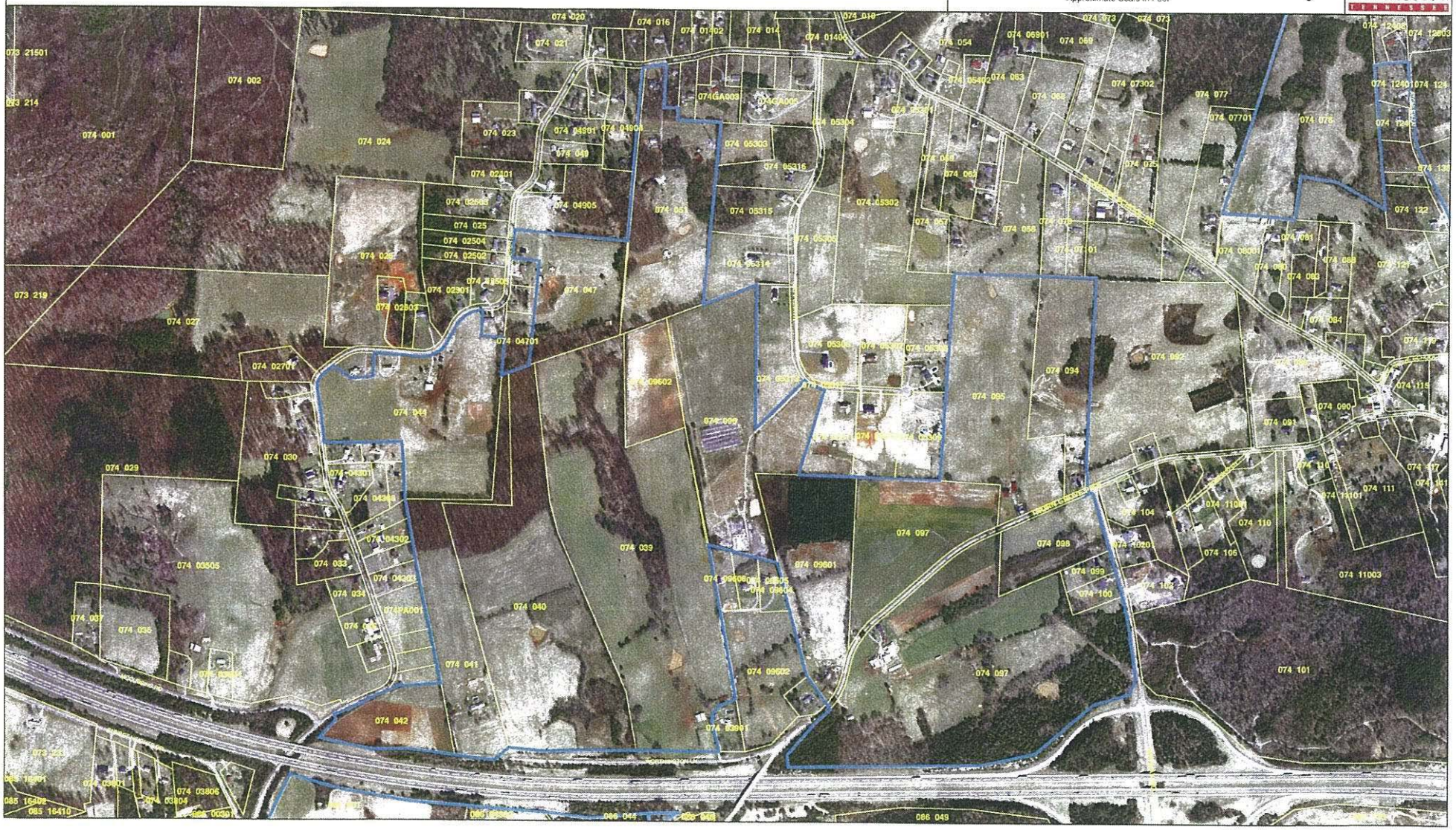
4. See all applicable recommendations under General Recommendations.

Potential Sites for Business Park Development

SITE: 6 EAST COUNTY

1:8,400
1 inch equals 700 feet
700 350 0 700 1,400
Approximate Scale in Feet

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE



Inventory of Potential Sites for Business Parks

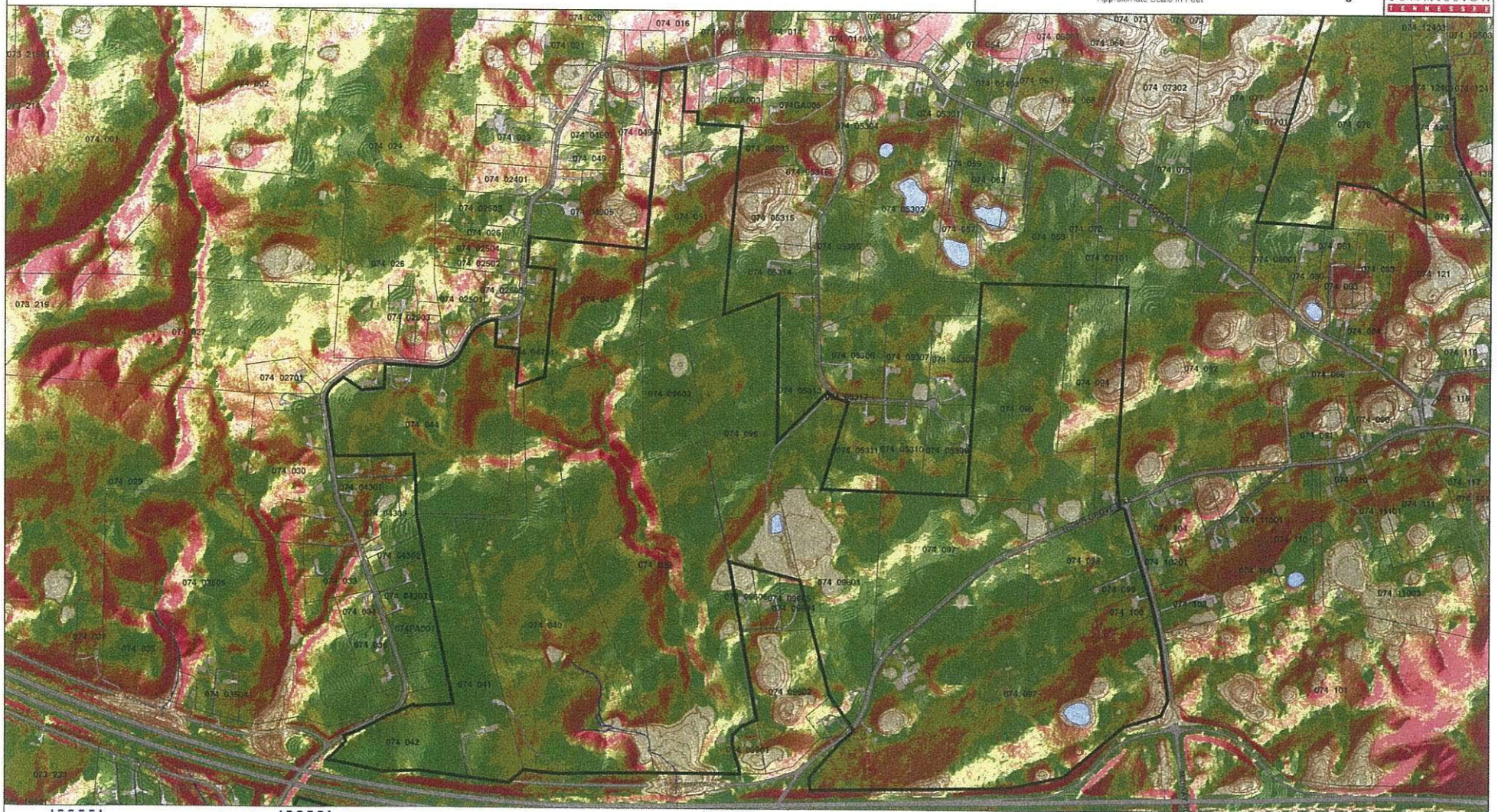
SITE: 6 EAST COUNTY

1:8,400
1 inch equals 700 feet

700 350 0 700 1,400

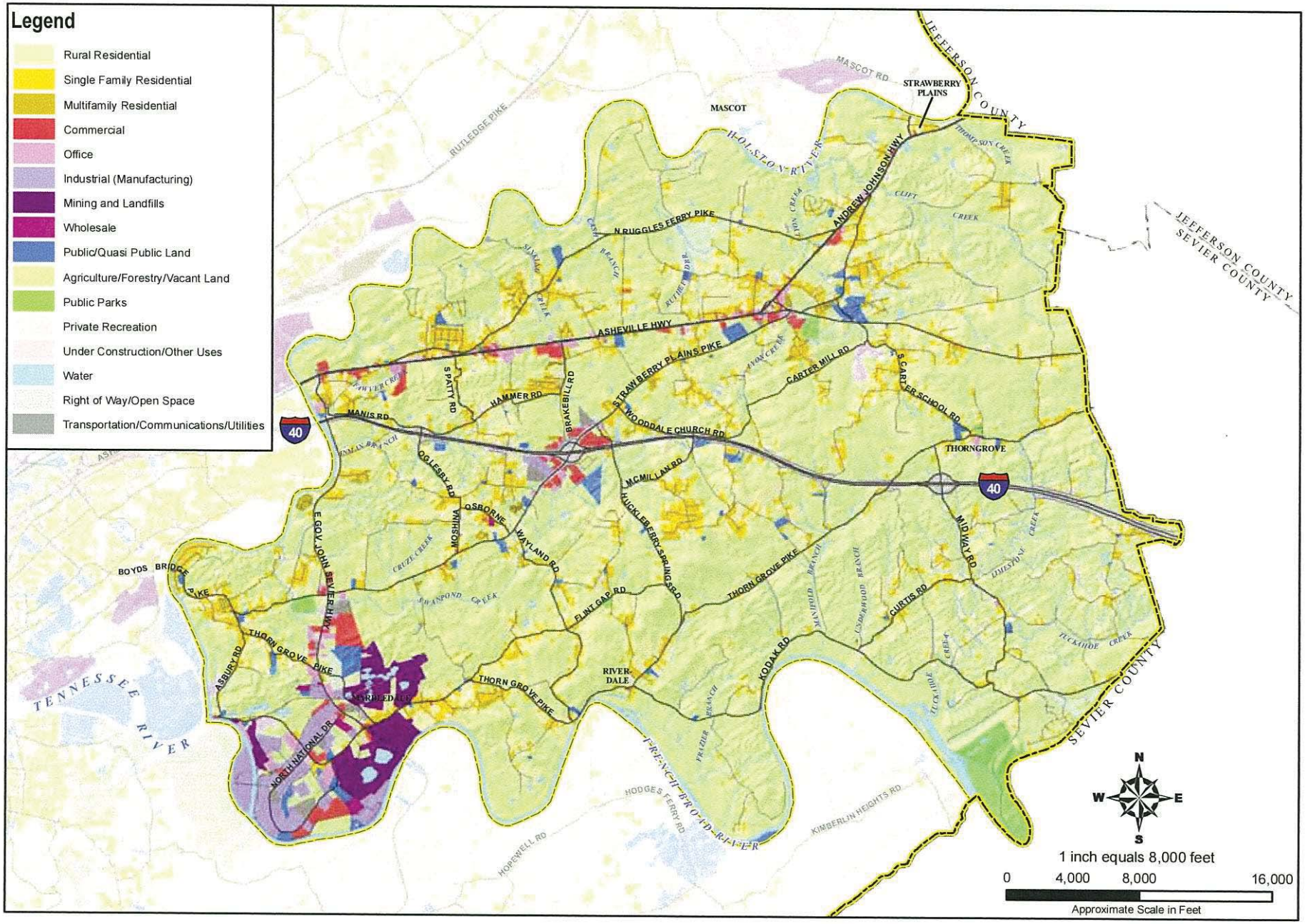
Approximate Scale in Feet

KNOXVILLE-KNOX COUNTY MPC METROPOLITAN PLANNING COMMISSION TENNESSEE

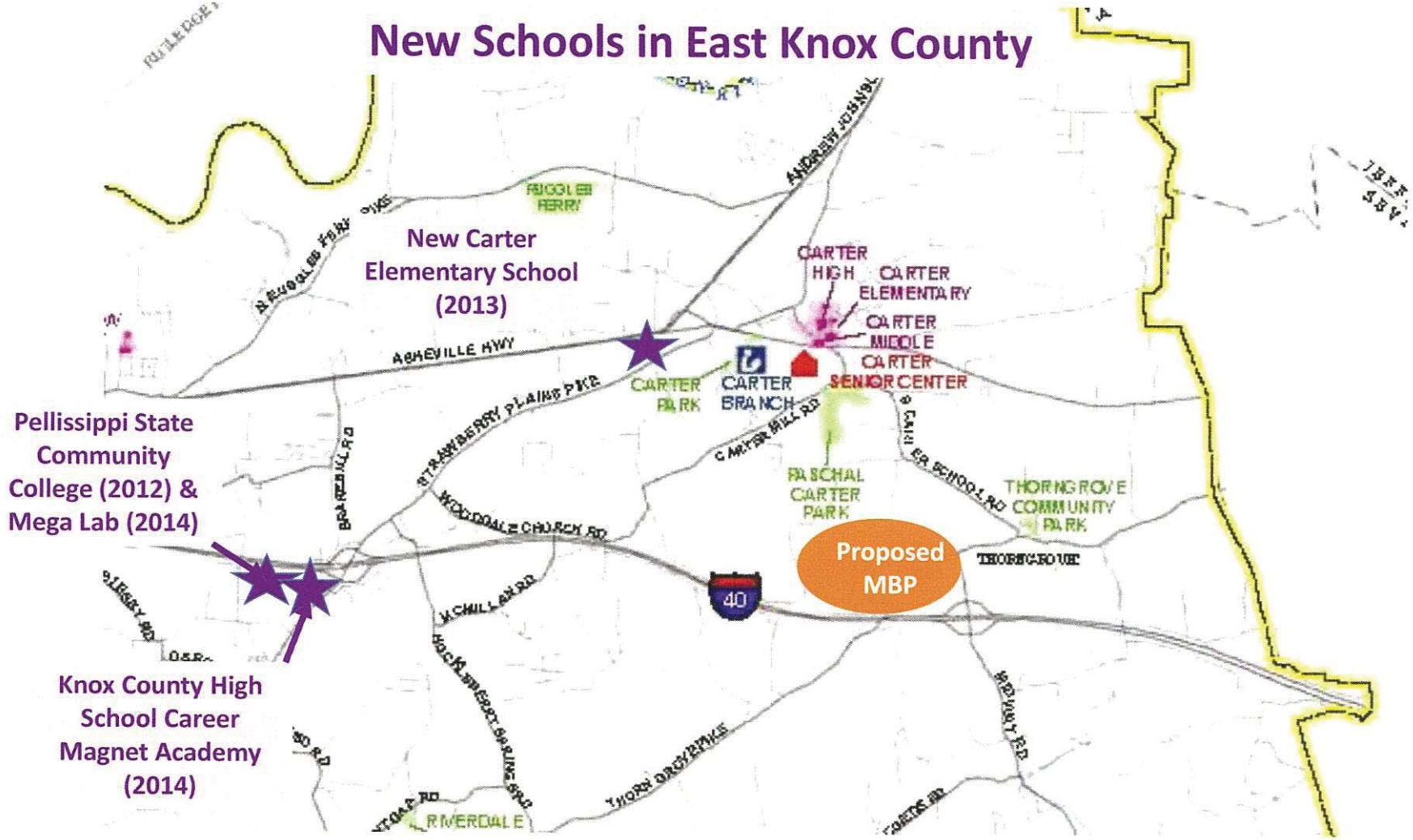


F and F-1 Flood Zone | 500 Year Flood Plain | Depressed Areas | 0% - 5% | 5% - 10% | 10% - 15% | 15% - 25% | > 25%

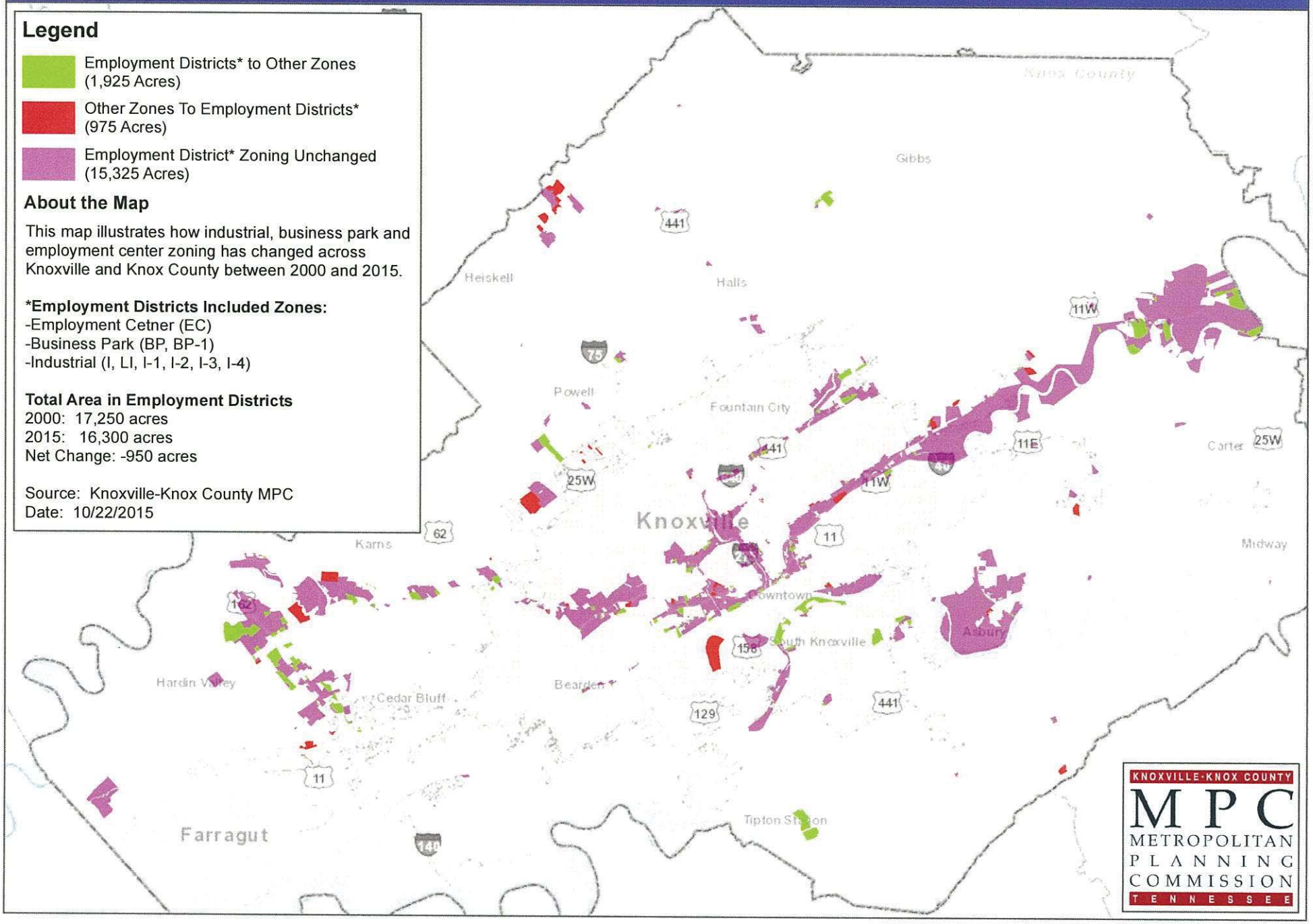
Map 3: Existing Land Use



New Schools in East Knox County



Industrial, Business Park and Employment Center Rezonings, January 2000 - October, 2015



Legend

- Employment Districts* to Other Zones (1,925 Acres)
- Other Zones To Employment Districts* (975 Acres)
- Employment District* Zoning Unchanged (15,325 Acres)

About the Map

This map illustrates how industrial, business park and employment center zoning has changed across Knoxville and Knox County between 2000 and 2015.

***Employment Districts Included Zones:**
-Employment Cetner (EC)
-Business Park (BP, BP-1)
-Industrial (I, LI, I-1, I-2, I-3, I-4)

Total Area in Employment Districts
2000: 17,250 acres
2015: 16,300 acres
Net Change: -950 acres

Source: Knoxville-Knox County MPC
Date: 10/22/2015

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Adjust $ values for inflation to: None

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T4. Sex		
Total Population:	3,692	
Male	1,952	52.9%
Female	1,740	47.1%
SE:T7. Age		
Total Population:	3,692	
Under 5 Years	129	3.5%
5 to 9 Years	293	7.9%
10 to 14 Years	195	5.3%
15 to 17 Years	169	4.6%
18 to 24 Years	193	5.2%
25 to 34 Years	312	8.5%
35 to 44 Years	462	12.5%
45 to 54 Years	625	16.9%
55 to 64 Years	489	13.2%
65 to 74 Years	682	18.5%
75 to 84 Years	143	3.9%
85 Years and over	0	0%
SE:T13. Race		
Total Population:	3,692	
White Alone	3,663	99.2%
Black or African American Alone	2	0.1%
American Indian and Alaska Native Alone	0	0%
Asian Alone	0	0%
Native Hawaiian and Other Pacific Islander Alone	0	0%
Some Other Race Alone	0	0%

Two or More races	27	0.7%

SE:T17. Households By Household Type

Households:	1,511	
Family Households:	1,207	79.9%
Married-couple Family	1,023	67.7%
Other Family:	184	12.2%
Male Householder, no wife present	60	4.0%
Female Householder, no husband present	124	8.2%
Nonfamily Households:	304	20.1%
Male Householder	139	9.2%
Female Householder	165	10.9%

SE:T57. Median Household Income (In 2010 Inflation Adjusted Dollars)

Median household income (In 2010 Inflation Adjusted Dollars)	$46,880

SE:T93. Housing Units

Housing units	1,616

SE:T94. Tenure

Occupied Housing Units:	1,511	
Owner Occupied	1,251	82.8%
Renter Occupied	260	17.2%

SE:T118. Ratio Of Income In 2010 To Poverty Level (Summarized)

Population for whom poverty status is determined:	3,659	
Under 1.00 (Doing Poorly)	214	5.9%
1.00 to 1.99 (Struggling)	581	15.9%
Under 2.00 (Poor or struggling)	795	21.7%
2.00 and over (Doing ok)	2,864	78.3%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
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SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T7. Age		
Total Population:	3,692	
Under 5 Years	129	3.5%
5 to 9 Years	293	7.9%
10 to 14 Years	195	5.3%
15 to 17 Years	169	4.6%
18 to 24 Years	193	5.2%
25 to 34 Years	312	8.5%
35 to 44 Years	462	12.5%
45 to 54 Years	625	16.9%
55 to 64 Years	489	13.2%
65 to 74 Years	682	18.5%
75 to 84 Years	143	3.9%
85 Years and over	0	0%
SE:T10. Age For Male Population (Short Version)		
Male Population:	1,952	
Under 18 Years	490	25.1%
18 to 34 Years	304	15.6%
35 to 64 Years	737	37.8%
65 and over	421	21.6%
SE:T11. Age For Female Population (Short Version)		
Female Population:	1,740	
Under 18 Years	296	17.0%
18 to 34 Years	201	11.6%
35 to 64 Years	839	48.2%
65 and over	404	23.2%

SE:T12. Median Age By Sex	
Median Age:	46.6
Male Population	42.7
Female Population	49.7

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Adjust $ values for inflation to: None Tables 1 - 10 of 32 Next >>Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T56. Household Income (In 2010 Inflation Adjusted Dollars)		
Households:	1,511	
Less than $10,000	76	5.0%
$10,000 to $14,999	0	0%
$15,000 to $19,999	73	4.8%
$20,000 to $24,999	85	5.6%
$25,000 to $29,999	113	7.5%
$30,000 to $34,999	52	3.4%
$35,000 to $39,999	81	5.4%
$40,000 to $44,999	189	12.5%
$45,000 to $49,999	158	10.5%
$50,000 to $59,999	148	9.8%
$60,000 to $74,999	195	12.9%
$75,000 to $99,999	182	12.1%
$100,000 to $124,999	46	3.0%
$125,000 to $149,999	49	3.2%
$150,000 to $199,999	64	4.2%
$200,000 or More	0	0%
SE:T57. Median Household Income (In 2010 Inflation Adjusted Dollars)		
Median household income (In 2010 Inflation Adjusted Dollars)	$46,880	
SE:T58. Median Household Income By Race (In 2010 Inflation Adjusted Dollars)		
Median household income (In 2010 Inflation Adjusted Dollars):	$46,880	
White Alone Householder	$46,707	
Black or African American Alone Householder		
American Indian and Alaska Native Alone Householder		
Asian Alone		
Native Hawaiian and Other Pacific Islander Alone Householder		
Some Other Race Alone Householder		

Two or More Races Householder	$66,429
Hispanic or Latino Householder	
White Alone Householder, not Hispanic or Latino	$46,707

SE:T59. Average Household Income (In 2010 Inflation Adjusted Dollars)

Average household income (In 2010 Inflation Adjusted Dollars)	$57,487

SE:T61. Median Family Income (In 2010 Inflation Adjusted Dollars)

Median Family Income (In 2010 Inflation adjusted dollars)	$54,271

SE:T62. Average Family Income (In 2010 Inflation Adjusted Dollars)

Average Family Income (In 2010 Inflation adjusted dollars)	$64,024

SE:T63. Median Nonfamily Household Income (In 2010 Inflation Adjusted Dollars)

Median Nonfamily Household Income (In 2010 Inflation Adjusted Dollars)	$27,128

SE:T64. Average NonFamily Income (In 2010 Inflation Adjusted Dollars)

Average Nonfamily Income (In 2010 Inflation Adjusted Dollars)	$30,649

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

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Tables 1 - 10 of 17 Next >> Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T113. Poverty Status In 2010 Of Families By Family Type By Presence Of Children Under 18 Years		
Families:	1,207	
Income in 2010 below poverty level:	47	3.9%
Married Couple Family: With Related Child Living Bellow Poverty Level	0	0%
Married Couple Family: No related children under 18 Years	0	0%
Male Householder, no wife present:	16	1.3%
With related children under 18 Years	16	1.3%
No related children under 18 Years	0	0%
Female Householder, no husband present:	31	2.6%
With related children under 18 Years	31	2.6%
No related children under 18 Years	0	0%
Income In 2010 at or above poverty level	1,160	96.1%
SE:T114. Poverty Status In 2010 For Children Under 18		
Population Under 18 Years of Age for whom poverty status is determined:	753	
Living in Poverty	67	8.9%
At or Above Poverty Level	686	91.1%
SE:T115. Poverty Status In 2010 For Population Age 18 to 64		
Population Age 18 to 64 for whom poverty status is determined:	2,081	
Living in Poverty	147	7.1%
At or Above Poverty Level	1,934	92.9%
SE:T116. Poverty Status In 2010 For Population Age 65 And Over		
Population Age 65 and Over for whom poverty status is determined:	825	
Living In Poverty	0	0%
At or Above Poverty Level	825	100.0%

SE:T117. Ratio Of Income In 2010 To Poverty Level		
Population for whom poverty status is determined:	3,659	
Under .50	83	2.3%
.50 to .74	83	2.3%
.75 to .99	48	1.3%
1.00 to 1.49	96	2.6%
1.50 to 1.99	485	13.3%
2.00 and over	2,864	78.3%

SE:T118. Ratio Of Income In 2010 To Poverty Level (Summarized)		
Population for whom poverty status is determined:	3,659	
Under 1.00 (Doing Poorly)	214	5.9%
1.00 to 1.99 (Struggling)	581	15.9%
Under 2.00 (Poor or struggling)	795	21.7%
2.00 and over (Doing ok)	2,864	78.3%

SE:T119. Poverty Status In 2010 (White Alone)		
White Alone Population for whom poverty status is determined:	3,630	
Income In 2010 below poverty level	214	5.9%
Income In 2010 at or above poverty level	3,416	94.1%

SE:T120. Poverty Status In 2010 (Black Or African American Alone)		
Black or African American Alone Population for whom poverty status is determined:	2	
Income In 2010 below poverty level	0	0%
Income In 2010 at or above poverty level	2	100.0%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

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ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

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Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T51. Occupation For Male Employed Civilian Population 16 Years And Over		
Male Employed civilian Population 16 Years and over:	833	
Management, business, and financial operations occupations	99	11.9%
Professional and related occupations	149	17.9%
Healthcare support occupations	0	0%
Protective service occupations	21	2.5%
Food preparation and serving related occupations	0	0%
Building and grounds cleaning and maintenance occupations	34	4.1%
Personal care and service occupations	0	0%
Sales and related occupations	123	14.8%
Office and administrative support occupations	50	6.0%
Farming, fishing, and forestry occupations	0	0%
Construction, extraction, and maintenance occupations	261	31.3%
Production occupations	66	7.9%
Transportation and material moving occupations	30	3.6%
SE:T52. Occupation For Female Employed Civilian Population 16 Years And Over		
Female Employed civilian Population 16 Years and over:	742	
Management, business, and financial operations occupations	100	13.5%
Professional and related occupations	174	23.5%
Healthcare support occupations	13	1.8%
Protective service occupations	0	0%

Food preparation and serving related occupations	33	4.5%
Building and grounds cleaning and maintenance occupations	20	2.7%
Personal care and service occupations	51	6.9%
Sales and related occupations	37	5.0%
Office and administrative support occupations	293	39.5%
Farming, fishing, and forestry occupations	0	0%
Construction, extraction, and maintenance occupations:	0	0%
Production occupations	21	2.8%
Transportation and material moving occupations:	0	0%

SE:T54. Employment Sector For Male Employed Civilian Population 16 Years And Over

Male Employed Civilian Population 16 Years And Over:	833	
Private Sector	579	69.5%
Public Sector	158	19.0%
Self-Employed (incorporated and not incorporated)	83	10.0%
Private Non-Profit	13	1.6%
Unpaid Family Workers	0	0%

SE:T55. Employment Sector For Female Employed Civilian Population 16 Years And Over

Female Employed Civilian Population 16 Years And Over:	742	
Private Sector	396	53.4%
Public Sector	223	30.1%
Self-Employed (incorporated and not incorporated)	49	6.6%
Private Non-Profit	74	10.0%
Unpaid Family Workers	0	0%

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Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS2010_5yr, Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

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SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T25. Educational Attainment For Population 25 Years And Over		
Population 25 Years and over:	2,713	
Less Than High School	373	13.8%
High School Graduate (includes equivalency)	1,242	45.8%
Some college	607	22.4%
Bachelor's degree	240	8.9%
Master's degree	195	7.2%
Professional school degree	46	1.7%
Doctorate degree	10	0.4%
SE:T26. Educational Attainment For Male Population 25 Years And Over		
Male Population 25 Years and over:	1,316	
Less Than High School	204	15.5%
High School Graduate (includes equivalency)	584	44.4%
Some college	255	19.4%
Bachelor's degree	165	12.5%
Master's degree	59	4.5%
Professional school degree	39	3.0%
Doctorate degree	10	0.8%
SE:T27. Educational Attainment For Female Population 25 Years And Over		
Female Population 25 Years and over:	1,397	
Less Than High School	169	12.1%
High school graduate (includes equivalency)	658	47.1%
Some college	352	25.2%
Bachelor's degree	75	5.4%
Master's degree	136	9.7%
Professional school degree	7	0.5%

Doctorate degree	0	0%

SE:T28. School Enrollment For The Population 3 Years And Over		
Population 3 Years and over:	3,649	
Enrolled In School	882	24.2%
Not Enrolled In School	2,767	75.8%

SE:T30. School Dropout Rate For Population 16 To 19 Years		
Civilian Population 16 to 19 Years:	183	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	183	100.0%

SE:T31. School Dropout Rate For Male Population 16 To 19 Years		
Male Civilian Population 16 To 19 Years:	152	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	152	100.0%

SE:T32. School Dropout Rate For Female Population 16 To 19 Years		
Female Civilian Population 16 To 19 Years:	31	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	31	100.0%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

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ACS 2010 (5-Year Estimates)

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SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T128. Means Of Transportation To Work For Workers 16 Years And Over		
Workers 16 Years and over:	1,542	
Car, truck, or van	1,459	94.6%
Drove Alone	1,377	89.3%
Carpooled	82	5.3%
Public transportation (Includes Taxicab)	0	0%
Motorcycle	0	0%
Bicycle	0	0%
Walked	0	0%
Other means	10	0.7%
Worked at home	73	4.7%
SE:T129. Travel Time To Work For Workers 16 Years And Over		
Workers 16 Years and over:	1,542	
Did not work at home:	1,469	95.3%
Less than 10 minutes	156	10.1%
10 to 19 minutes	377	24.5%
20 to 29 minutes	376	24.4%
30 to 39 minutes	308	20.0%
40 to 59 minutes	188	12.2%
60 to 89 minutes	64	4.2%
90 or More minutes	0	0%
Worked at home	73	4.7%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

Population Growth

	1970	1980	1990	Change 1970-1990	1997	2002	2007	Change 1990-2007
East County	11,527	12,579	12,357	6.7%	12,832	13,167	13,489	4.9%
Knox County	276,293	319,694	335,749	17.7%	366,875	389,608	412,371	11.0%

*Sources: 1990 Census; HUD, 1999 (*estimates for 1997, 2002, 2007)*

Housing Occupancy Rates by Tenure

	1990	1997	2002	2007
Total Number of Units	4,895	5,178	5,374	5,570
Occupied	4,650	4,903	5,089	5,269
Vacant	245	275	285	301
Owner Occupied	3,675	3,802	3,879	4,081
Renter Occupied	975	1,101	1,210	1,188
% Vacancy Rate	5.0	5.3	5.3	5.4

*Sources: 1990 Census; HUD, 1999 (*estimates for 1997, 2002, 2007)*

HOUSING

- The 1997 projected total number of housing units increased at approximately 1.4% annually. This is one of the lowest residential growth rates in Knox County.

- Vacancy rates remain mostly static, reflecting the continued occupation and rehabilitation of existing housing stock.

East County has 16 hotels totaling 878 guestrooms. This is 10.7 percent of the total number of guestrooms found in Knox County. Six of the hotels in this planning sector were constructed since 2000.

ECONOMIC DEVELOPMENT STUDIES

Economic development is a function of county and regional organizations to serve the present and future employment needs of Knox County. Because of mobility across county, other nearby counties and their populations are served by economic growth. Identification of appropriate land for office, business and research/development parks and related opportunities is critical to the process. Because of changes in land availability, infrastructure, types of job creation (for instance, preferences for locating complementary industries or offices in proximity to each other) and labor force, governments must be proactive in the potential site identification and marketing processes.

Various studies have been conducted to identify potential office park and business park sites in Knoxville-Knox County. These include redevelopment of older industrial land in the city as well as undeveloped land. The two most pertinent studies regarding unincorporated areas are the Inventory of Potential Sites for Business and Office Parks (2002) and Potential Locations for Business Park Development Locations (2005). The 2005 study was improved through the use of geographic information system technology, while some prior sites were removed due to development for other purposes in the intervening years. Several of the sites in the East County Sector and other portions of the city and county are no longer opportunities, having been developed for residential purposes. The former business park proposal along Lyon's Creek near the Holston River (2001 sector plan) is primary example.

TRANSPORTATION

Following completion of the Interstate system in tl early 1970s, travel patterns shifted markedly from Asheville and Andrew Johnson Highways to I-40. This resulted in a significant reduction in traffic on the sector's two east-west arterials, leaving them with considerable traffic-carrying capacity for the future.

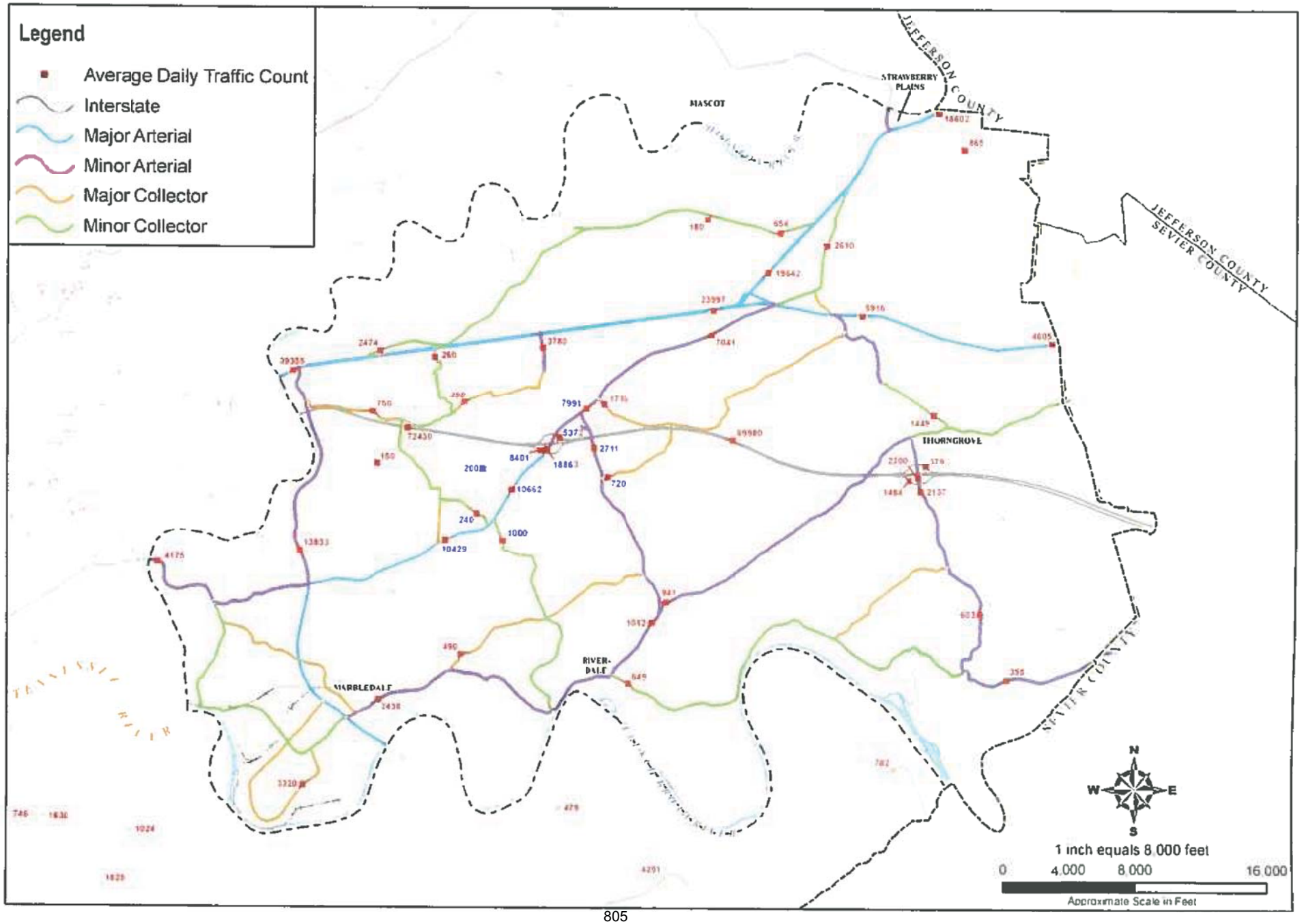
John Sevier Highway (Hwy 168) was built as a first phase of an inner beltway leading to Alcoa Highway. It was intended to cross the Tennessee River (Fort Loudoun Lake) and join I-40, a

Table 12. Hotel Properties, 2007

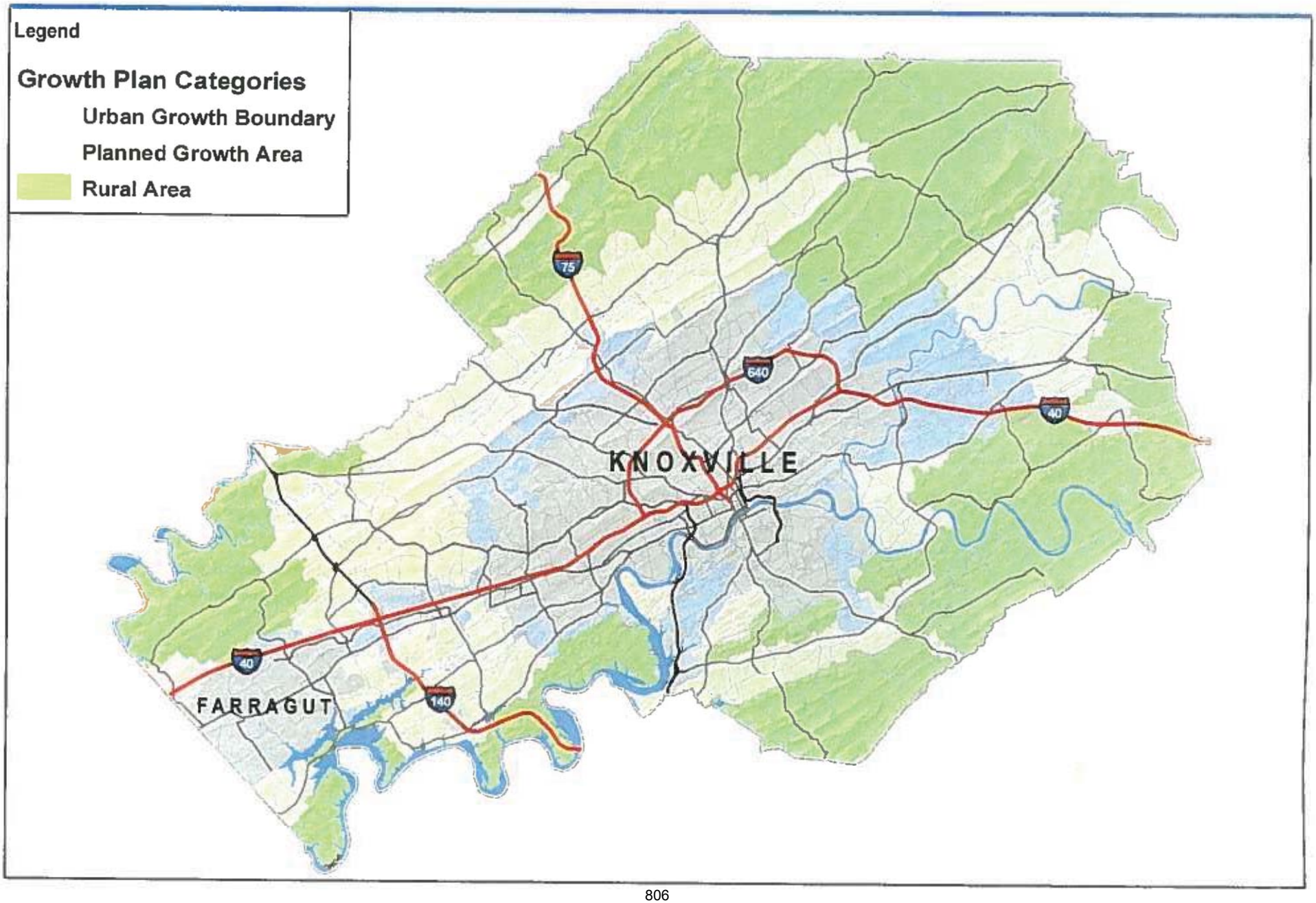
Name	Address	Guestrooms	Year Built
Arrow Motel	Asheville Hwy, 8709	22	1950
Baymont Inn & Suites	Brakebill Rd, 814	0	
Best Western Strawberry Inn	Saddlerack St, 7260	64	2004
Comfort Suites Inn	Region Ln, 7230	68	2007
Country Inn & Suites East	Crosswood Blvd, 7525	56	1996
Econo Lodge Inn & Suites	Strawberry Plains Pk, 7424	72	1991
Fairfield Inn By Marriott	Cracker Barrel Ln, 1551	105	1995
Gateway Inn	Asheville Hwy, 6300	30	
Hampton Inn	Sawyer Ln, N, 7445	81	2007
Holiday Inn Express East	Rufus Graham Rd, 730	77	2005
La Quinta Inn & Suite East	Saddlerack St, 7210	65	2000
Motel Six East	Cracker Barrel Ln, 1550	65	2004
Quality Inn East	Crosswood Blvd, 7471	54	1995
Ramada Limited East	Brakebill Rd, 722	58	1995
Sunbeam Motel	Asheville Hwy, 6933	0	
Super 8 Motel East	Crosswood Blvd, 7585	61	1994

A potential business park site in the vicinity of the Strawberry Plains Pike interchange.

Map 6: Existing Transportation System



Map 9: Knoxville-Knox County Growth Policy Plan Map



Fourth Sector Plan Meeting: Held during July of 2009, MPC staff presented draft policies and plan recommendations concerning land use, community facilities, and transportation. MPC staff answered questions during the meeting and used comment cards for those that were unable to speak during the meeting.

Summary of comments:

- No business park
- Leave area as is
- Preserve agricultural/rural character and provide more specific proposals for the French Broad corridor
- Traffic calming needed
- No big box commercial developments
- What are the intentions of KUB, TVA, the Development Corporation, and MPC in the Midway Road Interchange area?
- Is a mediated session with Midway interests possible?
- Asheville Highway should not be all commercial

Roundtable Meeting: The roundtable discussion meeting was set up at the request of the residents during the third sector plan meeting. The meeting was held on September 29, 2009 was facilitated by a third party, Professor Becky Jacobs and Professor Brian Krumm of the UT Law School. The Midway Road Interchange area landholders and stakeholders were invited to the meeting as were representatives of the French Broad Preservation Association, Thorngrove Community Club, Eighth District Preservation Association, TVA, KUB, MPC and the Development Corporation of Knox County. Each group was asked to talk about their interest in the area. During this meeting the French Broad Preservation Association announced they would have an independent study by the Ochs Center that would be completed within three weeks and would examine economic development alternatives for the Midway Interchange area.

Summary of comments, including implications of presentations (comments were specific to the presenters related to the specific projects and audience inquiries):

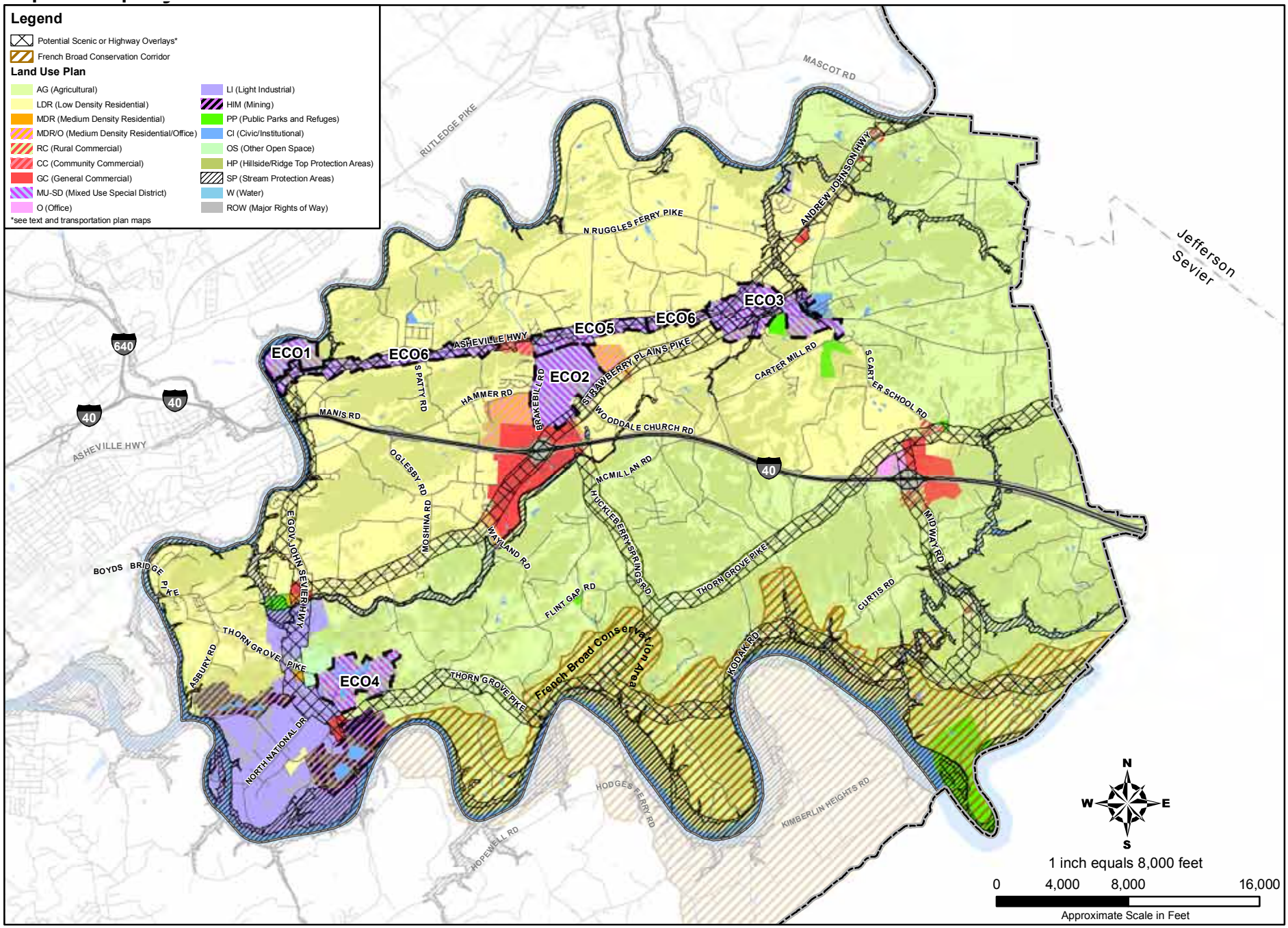
- MPC learned that TVA was locating their switching station on the north side of the interstate on the Development Corporations land, instead of the prior site, located south of the interstate.
- TVA dismissed rumors that they were extending transmission lines across the French Broad and Seven Island Wildlife Refuge.
- KUB indicated that they are not seeking a sewage plant along the French Broad.
- Thorngrove Community Club representative noted that any Midway business park consideration is unacceptable
- Representatives of commercial property owner asked about potential changes to commercial zoning to east of Midway Road.

Fifth Sector Plan Meeting: Held January of 2010, MPC staff presented the draft East County Sector Plans for economic development in the area. Both MPC staff answered questions during the meeting and used comment cards for those that were unable to speak during the meeting.

Summary of comments:
Sixty-one people signed in at the meeting. About two-thirds stood up when asked if they opposed the Midway business park proposal. Nine comment cards were handed to staff, and responses indicated that all nine people did not support a Midway business park as part of the Midway Northwest Quadrant proposal (see page 32 of the Land Use Plan). Support was generally expressed for the other proposals (Carter School improvements, Scenic and French Broad Conservation Corridors). One person suggested a continuation of Roundtable discussion. Another person wondered how a scenic corridor could be created if a road is to be widened (this can be done through context sensitive design; see page 54 of the Transportation Plan. For example, a landscape median is one potential solution).

An additional six cards were received by MPC after the January 25 meeting. Three respondents generally agreed with the Midway area proposals; three did not. Several residents pointed out that improvements in sidewalks and intersections are needed in the Carter schools area. The school improvement and park and open space proposals were favored by these six respondents.

Map 10: Proposed Land Use Plan



improvements fall under the responsibility of the Knox County government, particularly the School Board. A decision to renovate or construct a new school would be up to Knox County.

Law Enforcement and Fire Protection

Over the course of the 15-year plan horizon, the city will annex land in its Urban Growth Boundary. At some point there will need to be an evaluation of the need for additional fire protection services for both commercial and residential properties, including consideration of a new fire station in or close to the sector. Adjustments to police patrols can be anticipated as well. The county Sheriff's Department and Rural Metro will continue to provide their law enforcement and fire protection services in the unincorporated area.

Utilities and Utility Policy

Utility corporations (KUB and TVA) are not under the jurisdiction of MPC and local governments. Each are chartered by the state and federal governments, which provide the corporations the means to meet their public utility obligations as long as they are in compliance with such provisions as environmental laws (like those of the U.S. Environmental Protection Agency). Cooperative agreements would be needed to develop policies for utility facility locations, such as a wastewater plant.

Water utilities: The Knoxville Utilities Board provides water within most parts of the sector. Still, many residents rely on well water. Extensions and upgrades to the water lines to serve fire protection and potable water purposes are needed, particularly with development in the Urban Growth Boundary and Planned Growth Area.

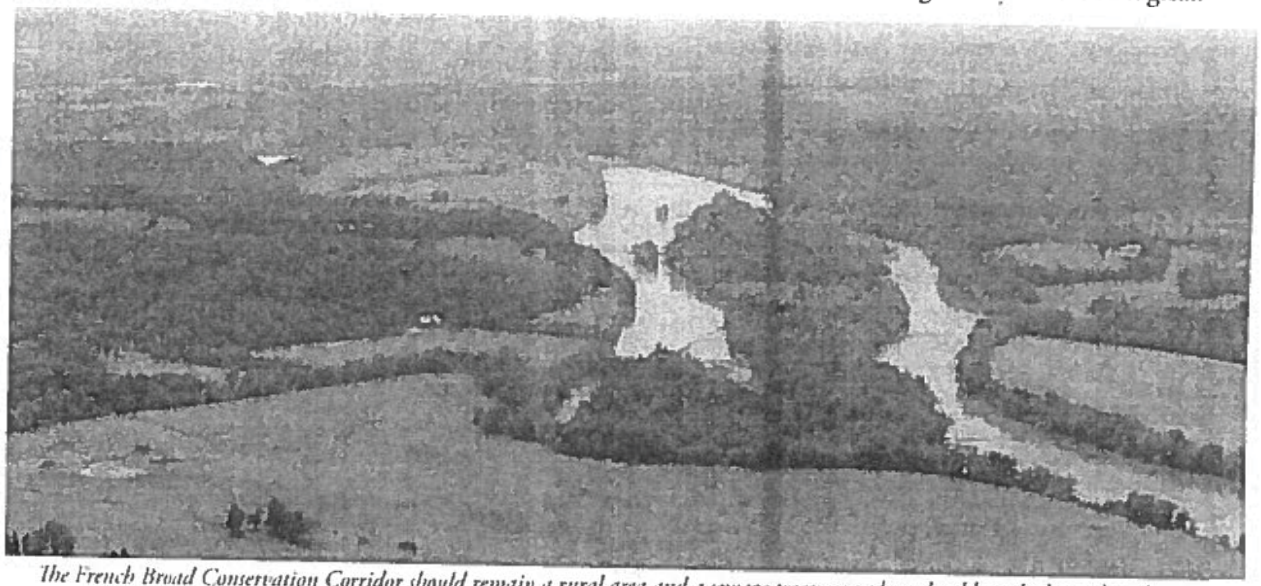
Wastewater utilities: public sewer provisions are made through KUB. The Love's Creek and East Bridge Treatment Plants serve the western and northern portions of the sector respectively. In consideration of French Broad preservation interests, the location of a sewage treatment plant in the French Broad Conservation Corridor is not recommended. At the September 2009 Roundtable, KUB went on record that they would not pursue a treatment plant there.

Electrical utilities: KUB provides local service while TVA provides regional service (power generation and distribution services to the local utilities). Because of growth in the region, particularly Sevier and Blount counties, TVA will be upgrading its electrical grid (the network of power lines that are tied to substations) with the future development of a switching near the Midway interchange. At the Roundtable (September 2009), TVA noted that they abandoned the potential site in the southwest quadrant of the interchange because of geologic limitations, and were pursuing a location in the northwest quadrant.

Solid Waste Services

The County's Solid Waste Office provides convenience centers at Carter and near Forks of the River within the unincorporated area.

Improvements are needed to the Carter facility. However, because it is a leased site, consideration is being given to acquiring a new site where landscaping and fencing, access control and separation points for bulk items, and recycling can be better accommodated. In view of the Town Center proposal, relocation of the existing facility would be logical.



The French Broad Conservation Corridor should remain a rural area and a sewage treatment plant should not be located in the area.

MIXED USE and SPECIAL DISTRICTS . . . continued

5. Special Mixed Use District (MU with reference number)

These 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.

Location Criteria:	Recommended Zoning and Programs:
• Case-by-case analysis is recommended	TND-1, TC-1, TC, especially in greenfield areas, or form-based or designed-based codes as noted in the Sector Plan and One Year Plan for each of these districts.

6. Special Corridors (CD with reference number)

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.

Location Criteria:	Recommended Zoning and Programs:
• Case-by-case analysis is recommended	Should be noted in the Sector Plan and One Year Plan for each of these districts.

INDUSTRIAL AND WAREHOUSE/DISTRIBUTION LAND USE CLASSIFICATIONS

Light and Heavy Industrial (LI and HI) and Mining (HIM)

These classifications are typically used to identify older industrial areas, which were intended for 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 such 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing industrial areas • Within one mile of an interstate interchange with access via standard major collector or arterial streets	**City:** I-1, I-2, I-3 and I-4 (infill development, using those zones, may be appropriate); C-6, PC-2 and a new planned, industrial zone, that requires site plan review, may be warranted to address environmental and transportation issues and surrounding community concerns. **County's Planned Growth Boundary:** LI; EC zone should be used in future development	**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.

Business Park (BP) Type 1

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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains • Relatively large sites (generally over 100 acres) • Away from low and medium density areas or where truck traffic would have to go through such areas • Areas with freeway and arterial highway access (generally within two miles of an interchange) • Rail access is a consideration • Can be served with sanitary sewer, water and natural gas	**City:** I-1, C-6, PC-2 or a new Planned Industrial Park zone **County's Planned Growth and Rural Areas:** EC	PC

INDUSTRIAL AND WAREHOUSE/DISTRIBUTION LAND USE CLASSIFICATIONS . . . continued

Business Park (BP) Type 2:

Primary uses are light manufacturing, offices, and locally-oriented warehouse/distribution services. Retail and restaurant services, which are 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains • Relatively large sites (generally over 100 acres) • Away from low and medium density areas or where truck traffic would have to go through such areas • Freeway and arterial highway access (generally within two miles of an interchange) • Rail access is a consideration • Sites that can be served with sanitary sewer, water and natural gas	**City:** I-1, C-6, PC-2 or a new Planned Industrial Park zone **County's Planned Growth and Rural Areas:** EC	PC

PARK, PUBLIC INSTITUTIONAL, OTHER OPEN SPACE & ENVIRONMENTAL PROTECTION LAND USE CLASSIFICATIONS

Public Parks and Refuges (PP)

This land use 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Neighborhood parks, squares and commons should be within ¼ mile of residents in the traditional residential areas (particularly the 'Heart of Knoxville') and within ½ mile of residents within the balance of the city and county's Planned Growth area. • Greenways should be located along or within the flood plains of streams and rivers/reservoirs. Other potential locations include ridges and utility corridors.	**City:** OS-1 **County's Planned Growth and Rural Area:** OS, E and CC A new zone should be created to designate parks, schools and similar institutional lands for both city and county jurisdictions.	Other zones that allow parks and open space as permitted uses.

Civic/Institutional (CI)

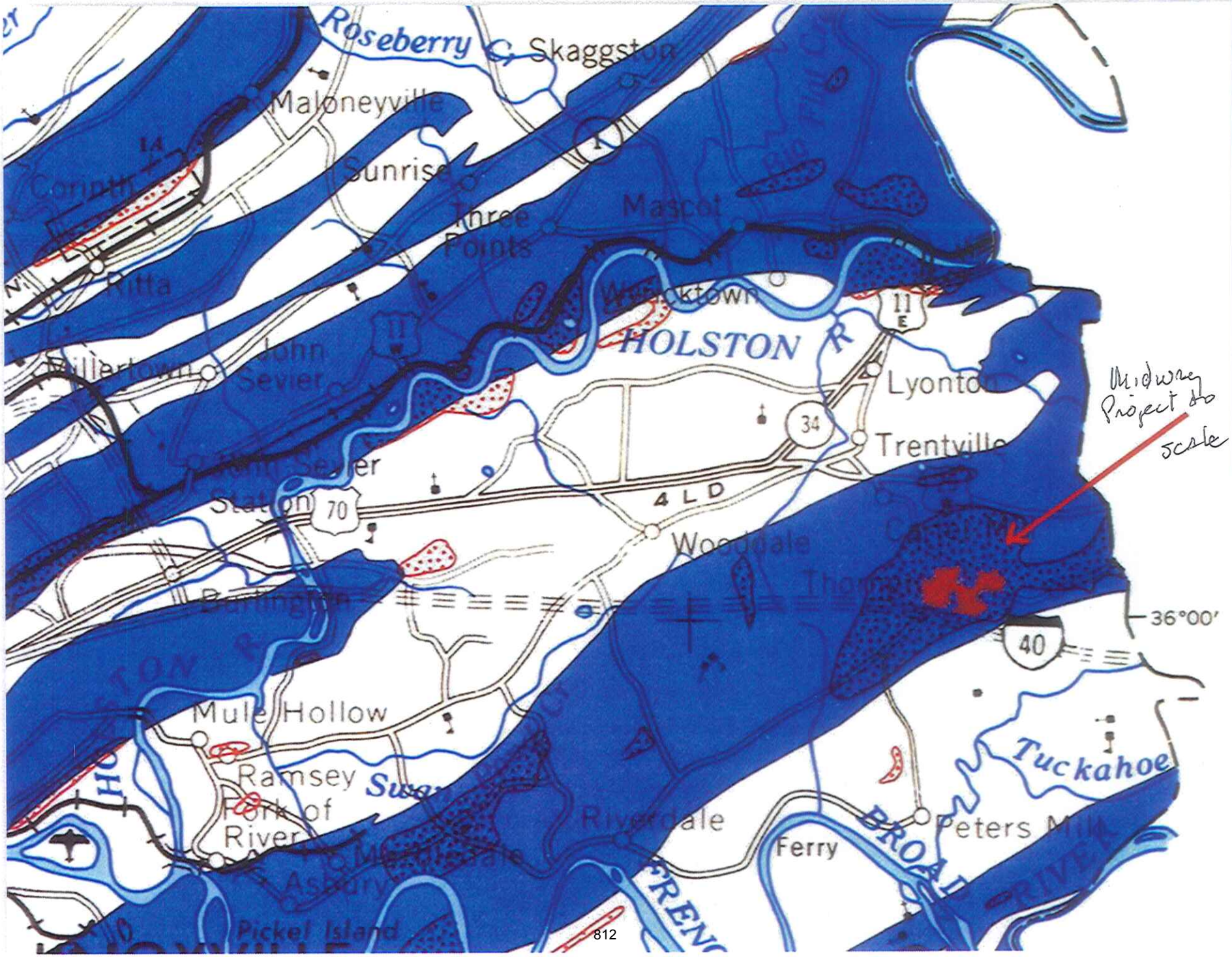
Land used for major public and quasi-public institutions, including schools, colleges, the university, churches, correctional facilities, hospitals, utilities and similar uses.

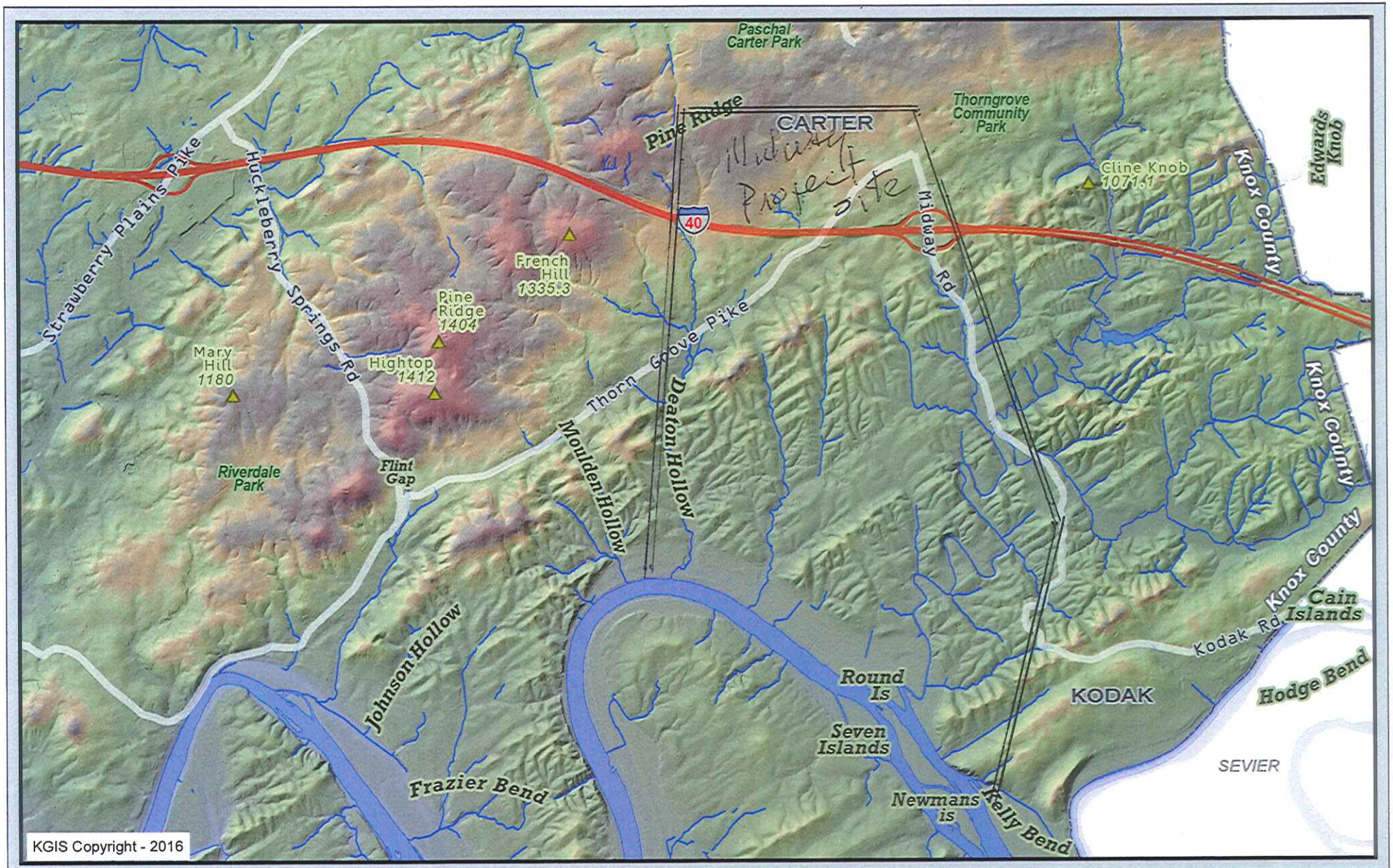
Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing public uses, other than parks and greenways • Quasi-public uses of two acres or more	City and County: New zoning categories for such uses or continue to use conventional zones (e.g. O-1, O-2 and OB)	Other zones that allow civic/institutional as permitted uses.

Other Open Space (OS)

Land uses include cemeteries, private golf courses, and similar uses.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing cemeteries, private golf courses and private open spaces	City: OS-1 and a new zone created to designate parks, schools and similar institutional lands County's Planned Growth and Rural Area: OS, E and OC	A-1, and A


Roseberry Cr
Skaggston
Maloneyville
Sunrise
Corinth
Three Points
Mascot
Ritta
Millertown
John Sevier
HOLSTON R
Lyonton
Trentville
Sevier Station
4 LD
Wooddale
Burlington
36°00'
Mule Hollow
Ramsey Fork of River
Riverdale
Ferry
Peters Mill
Tuckahoe
Pickel Island
Midway Project to scale



Blueline Streams Impacted by Midway Project

Subterranean Outflows-Spring Fed Streams

NOTE: NO surface streams flow from the Midway Project site

Knoxville - Knox County - KUB Geographic Information System

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ft

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SECTION 1: EXISTING CONDITIONS

NATURAL ENVIRONMENT

TOPOGRAPHY

The topography of the East Sector, like the rest of Knox County, consists of alternating ridges and valleys. These generally run parallel to each other and are oriented northeast to southwest. Elevations in the sector range from 820 feet, at the fork of the Holston and French Broad rivers, to 1,430 feet at the peak of Hightop Mountain, located north of Thorngrove Pike and east of Huckleberry Springs Road.

Gentle slopes (slopes of less than 12 percent) comprise about 15 percent of the sector. Approximately 65 percent of the area can be classified as moderate slopes (between 12 and 25 percent). Steep slopes (those greater than 25 percent) account for about 20 percent of the land in the sector (see Map 1).

GEOLOGY

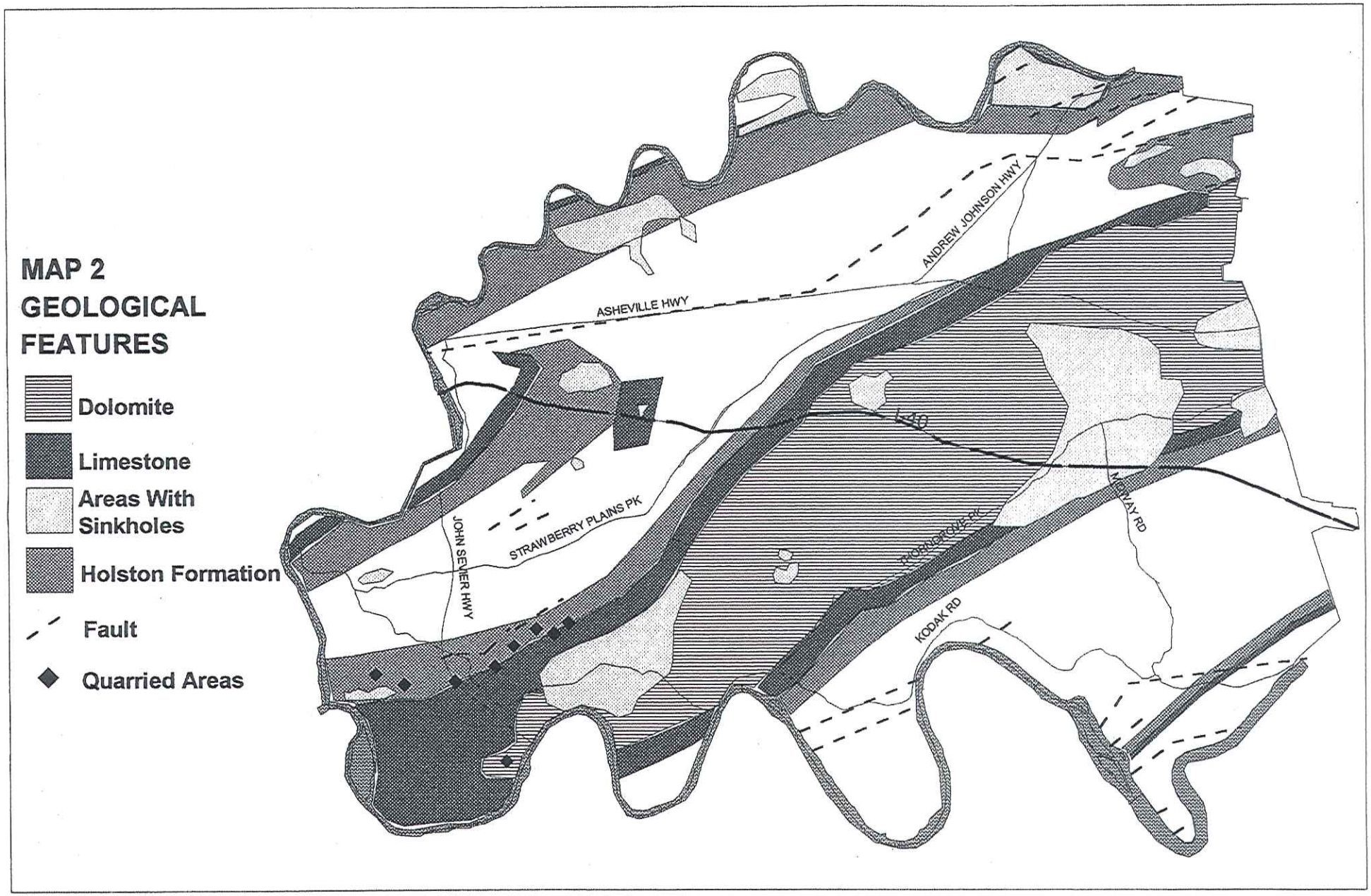
Four types of sedimentary rock are found in the East Sector: limestone, dolomite, shale and sandstone. Carbonate rock, dolomite and limestone, are the most prevalent. Since they are soluble in water, and dissolve, many parts of the sector contain sinkholes, solution channels, and caverns. These formations are especially concentrated in the Thorngrove area, between Interstate 40 and Asheville Highway and immediately south of the Holston River (See Map 2). Intensive land development, such as industrial plants and uses which could impact groundwater, are not usually suited to such terrain.

Three main fault lines also cross the East Sector, running from lower southeast to upper northwest. However, those faults are not active and should not limit development.

Construction may be constrained in areas by the shallow bedrock. While some of the limestone and dolomite formations are covered with a mantle of soil 50 to 100 feet thick, bedrock is often near the surface, making construction expensive and septic tanks impractical.

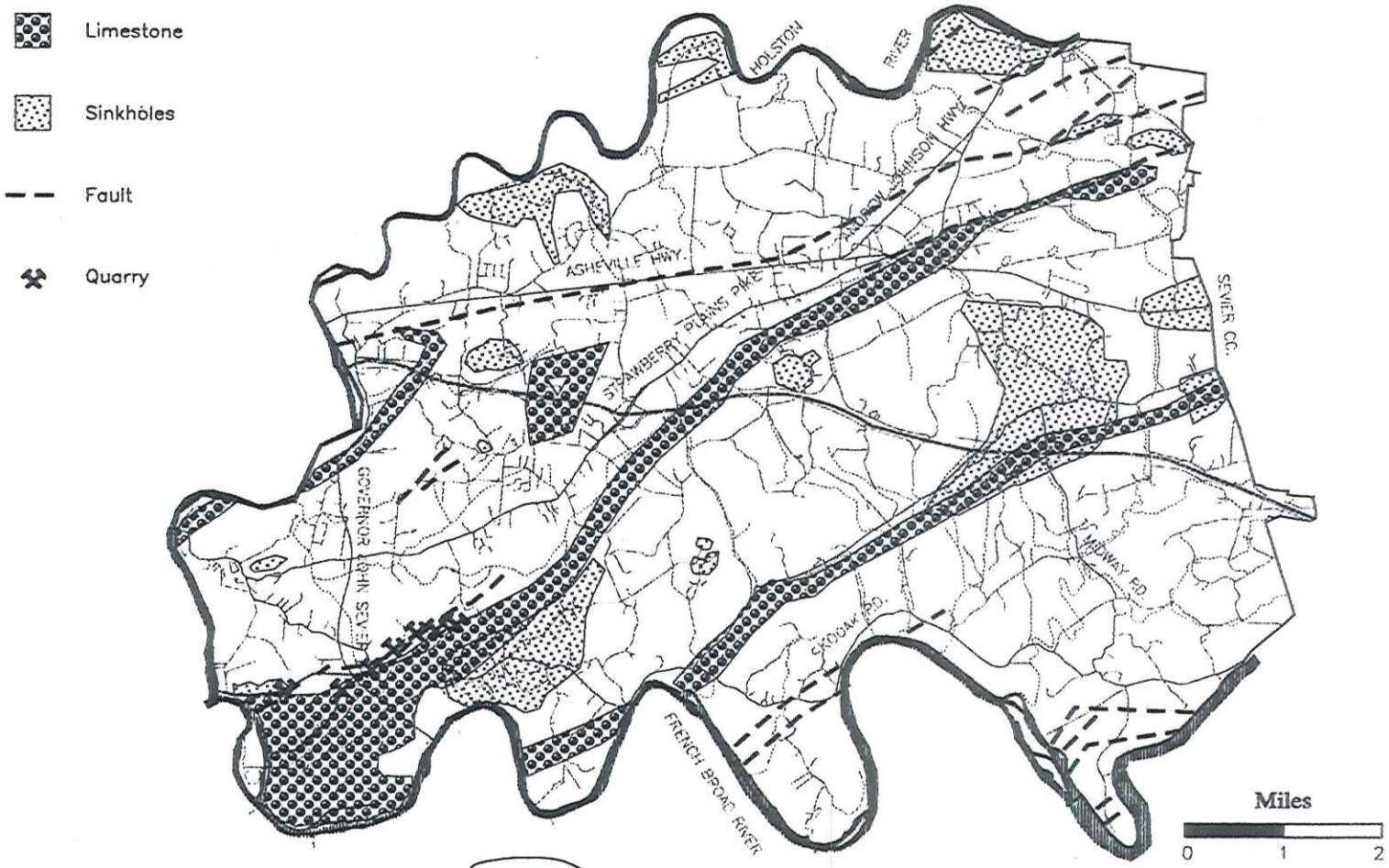
The Holston Formation contains crystalline limestone known as Tennessee marble. This product was a significant mineral resource used in creating monumental buildings. The marble is still quarried on a modest scale.

1995 Sector Plan



1995 Sector Plan

Map 1-Geological Constraints



Source: Base Map Surveyed in 1940

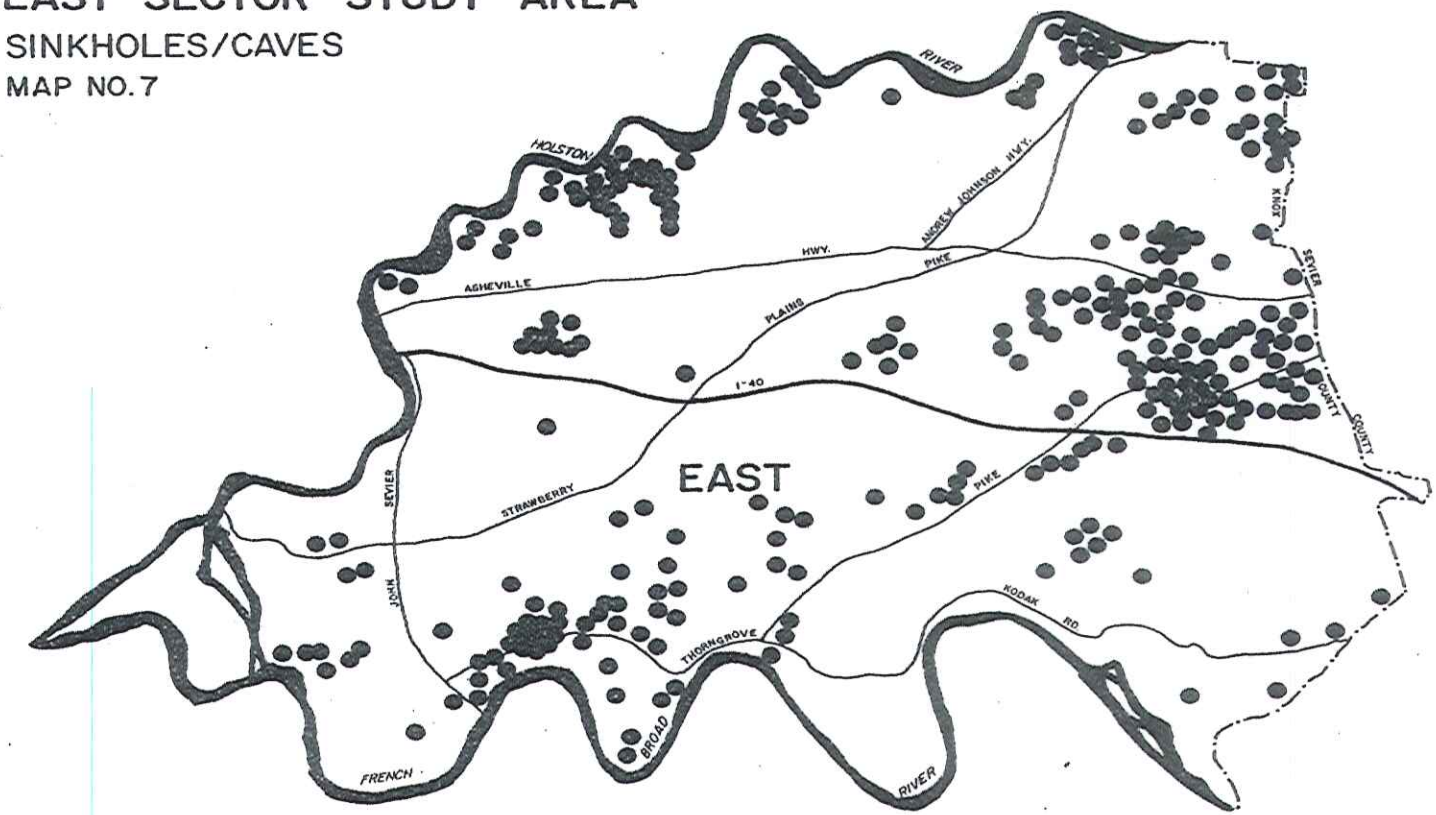
EAST COUNTY SECTOR

1981, 1989, 1994

EAST SECTOR STUDY AREA

SINKHOLES/CAVES

MAP NO. 7



SINKHOLES/CAVES

FEET
0 4000 8000

MPC 2/26/81 KDR

NORTH

36

1981 Sector Plan

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

48. THE DEVELOPMENT CORPORATION OF KNOX COUNTY
Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8.
a. East County Sector Plan Amendment **10-D-16-SP**
From LDR (Low Density Residential) to BP-1 (Business Park Type 1).

STAFF RECOMMENDATION: ADOPT RESOLUTION #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park (Type 1)) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.

Bob Wolfenbarger, 3200 Lexann Lane, for 8th District Preservation Association.
Handed out materials.
For 16 years we have been asking about protecting our groundwater and not getting answers. It is about the aquafer.
For 76 years the US Geological Survey has denoted this area as karst
Based on the analysis by the previous MPC planners this area is unsuitable for this kind of development.
Ask that this site not be developed because of these things.
TDC has indicated they are going to put 184,000 transfer trucks on this site a year which indicates more than an industrial park.

Ed Reed, 435 S East End Road, Strawberry Plains
The Development Corporation dumped hundreds of loads of contaminated soil in one sinkhole in 2001-2002 which contaminated the area.
Introducing millions of gallons of fuel being transported and stored on the site and being transferred to vehicles near sinkholes would be an environmental disaster.

Tom McAdams, 116 Agnes Road on behalf of the applicant
This is only 3.65 acres to be incorporated into the approved business park and included in the development plan.
This enables them to follow instructions to straighten Thorn Grove Pike.
This property has been studied and engineered many times and will have to comply with regulations.
No fuel centers will be permitted in this zone.

Art Clancy
Asked about if current farmland was fertilized and Mr. Wolfenbarger responded not generally.

Charles Thomas
I have strong reservations about this project.
Several years ago this body rejected this plan and said the site was not worthy.
Potential environmental problems.

MOTION (THOMAS) AND SECOND (GOODWIN) WERE MADE TO DENY.

Chair Longmire
Reason it was turned down was more on lack of involvement in the community.

McAdams
MPC has never turned down an application on this property. It was turned down by County Commission.

Scott Smith
We approved the use within the last 60 days.
No sinkholes on this 3.6 acres show on the KGIS website.

Mac Goodwin
Problem is water aquafers and karst areas with sinkholes, caves, streams, are all of what forms the aquafer. Contaminants permeate into that leaving less water people are going to have to use and drink.

Elizabeth Eason
To be consistent with the concept plan we approved, support this.

Upon roll call the Planning Commission voted as follows:
Bustin No
Clancy No

Cole	No
Crowder	Yes
Eason	No
Goodwin	Yes
Lomax	Yes
Phillips	No
Roth	No
Smith	No
Thomas	Yes
Tocher	No
Longmire	No

MOTION FAILED 4-9.

MOTION (PHILLIPS) AND SECOND (ROTH) WERE MADE TO APPROVE. MOTION CARRIED 9-4 (GOODWIN, LOMAX, CROWDER, THOMAS – NO). APPROVED.

b. Rezoning **10-H-16-RZ**

From A (Agricultural) to EC (Employment Center).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE EC (Employment Center) zoning.

MOTION (PHILLIPS) AND SECOND (ROTH) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 9-4 (GOODWIN, LOMAX, CROWDER, THOMAS – NO). APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: The Development Corporation of Knox County

Date Filed: 8/19/2016 Meeting Date: October 13, 2016

Application Accepted by: Marc Payne

Fee Amount: $1,000 File Number: Rezoning 10-H-16-RZ

Fee Amount: $ 00 File Number: Plan Amendment 10-D-16-SP

PROPERTY INFORMATION

Address: 8906 and 8907 Thorn Grove Pike

General Location: North side of Thorn Grove, North of I-40, West of Midway Road

Parcel ID Number(s): 074 09603 & 074 0961

Tract Size: 1.47 ac + 2.17 ac = 3.64 ac

Existing Land Use: Residential

Planning Sector: East Knox County

Growth Policy Plan: Planned Growth

Census Tract: 53.02

Traffic Zone: 132

Jurisdiction: ☐ City Council _____ District
☑ County Commission 8 District

Requested Change

REZONING

FROM: Agricultural (A)

TO: Employment Center (EC)

PLAN AMENDMENT

☐ One Year Plan ☑ East County Sector Plan

FROM: LDR

TO: BP-1

PROPOSED USE OF PROPERTY

Business Park

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

☑ PROPERTY OWNER ☑ OPTION HOLDER

PLEASE PRINT
Name: Todd Napier, President

Company: The Development Corp. of Knox County

Address: 17 Market Square, #201

City: Knoxville State: TN Zip: 37902

Telephone: 865-546-5887

Fax: 865-546-6170

E-mail: tanapier@knoxdevelopment.org

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Todd Napier, President

Company: The Development Corp of Knox County

Address: 17 Market Square, #201

City: Knoxville State: TN Zip: 37902

Telephone: 865-546-5887

Fax: 865-546-6170

E-mail: tanapier@knoxdevelopment.org

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: Todd A. Napier

PLEASE PRINT
Name: Todd A. Napier

Company: The Development Corp of Knox County

Address: 17 Market Square, #201

City: Knoxville State: TN Zip: 37902

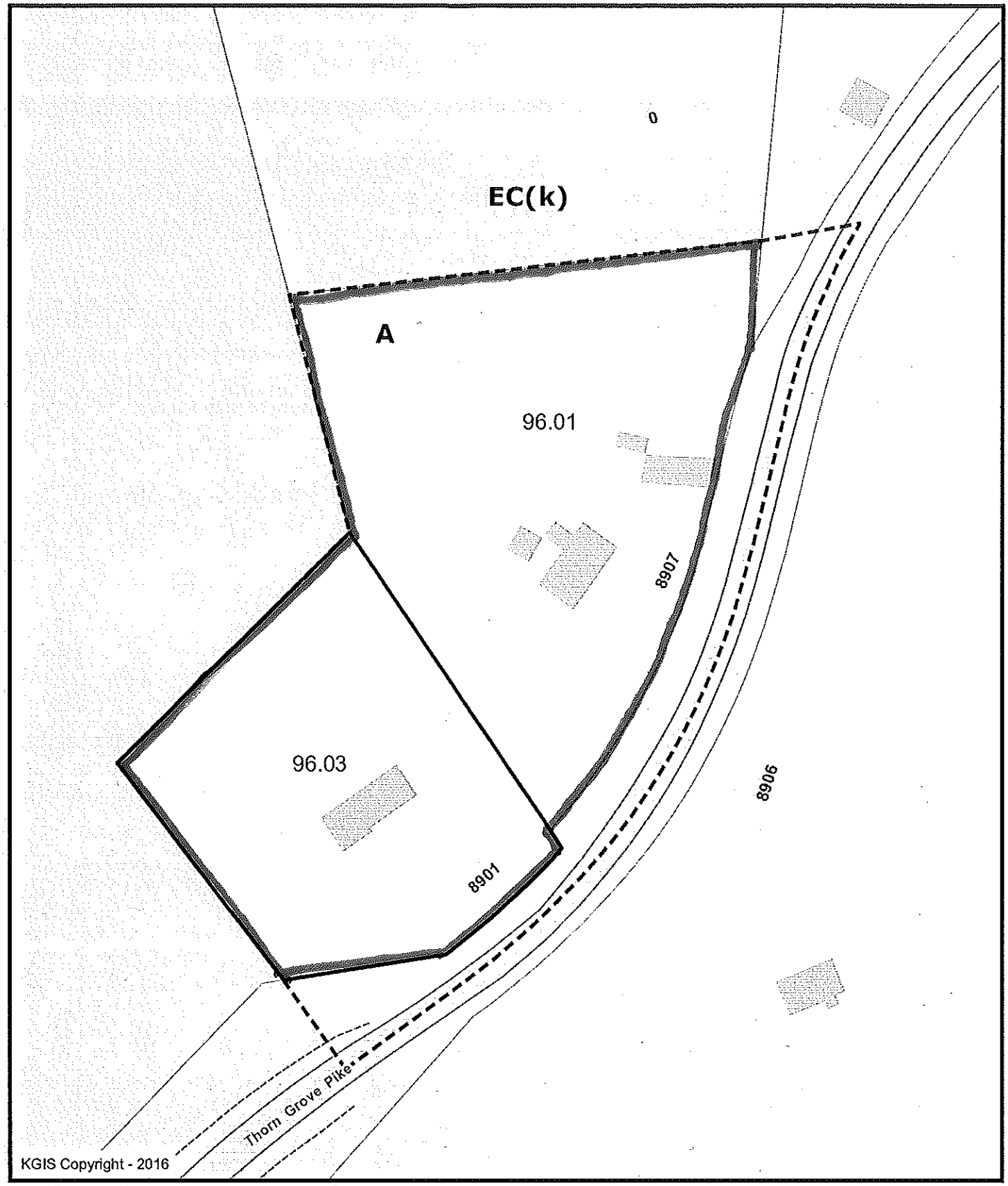
Telephone: 865-546-5887

E-mail: tanapier@knoxdevelopment.org

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

	Name	Address • City • State • Zip	Owner	Option
1	The Development Corp of Knox County	17 Market Square, #201 Knoxville, TN 37902 Parcel 074 09603 (owner) Parcel 074 09601 (option holder)	✓	✓
2	Johnathan Guy	8907 Thorngrove Pike Knoxville, TN 37914 Parcel 074 09601 (owner)	✓	



Letter Portrait

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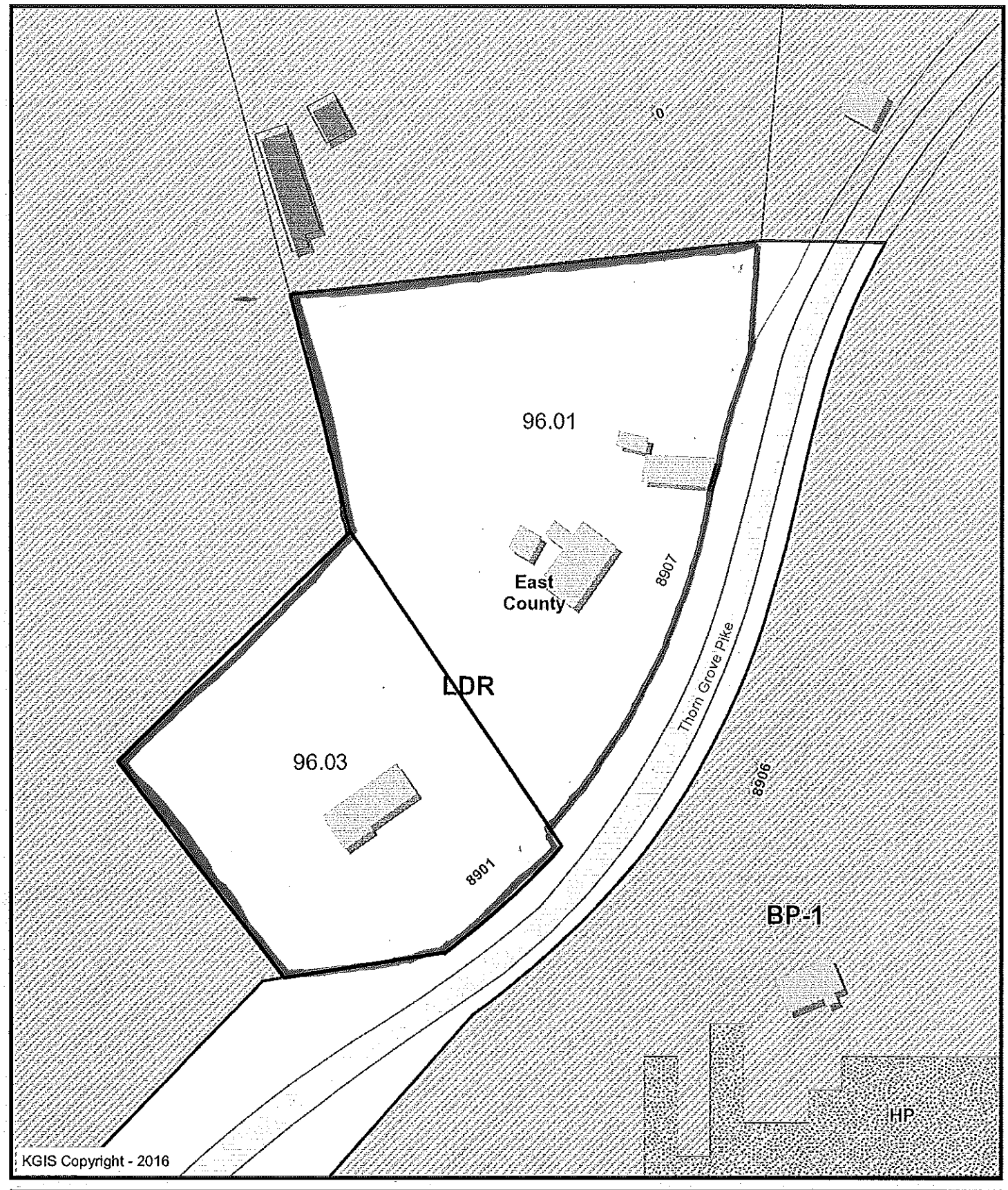

Letter Portrait

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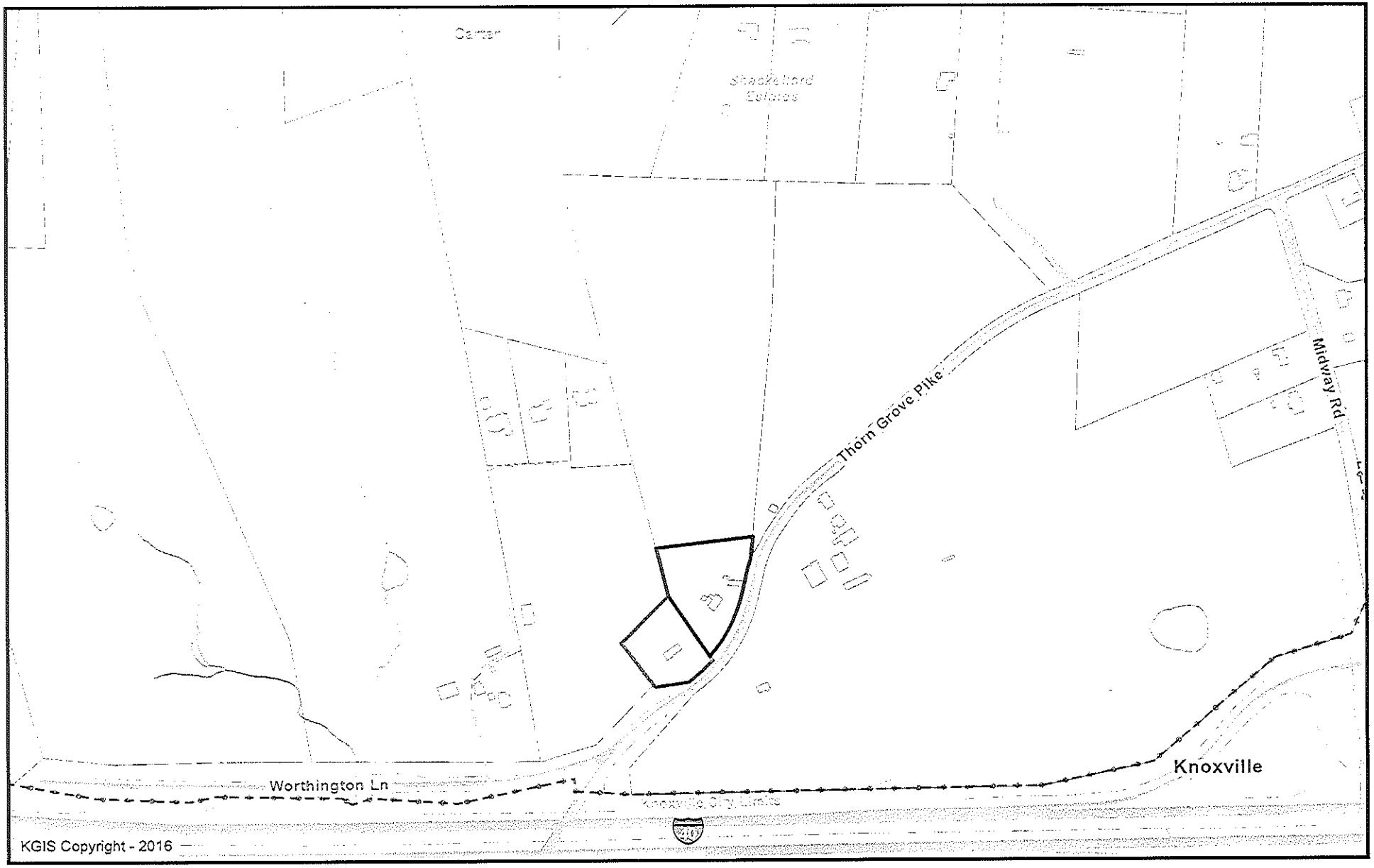

8901 and 8907 Thorn Grove Pike

Sector Plan update and Rezoning request

Knoxville - Knox County - KUB Geographic Information System

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ft

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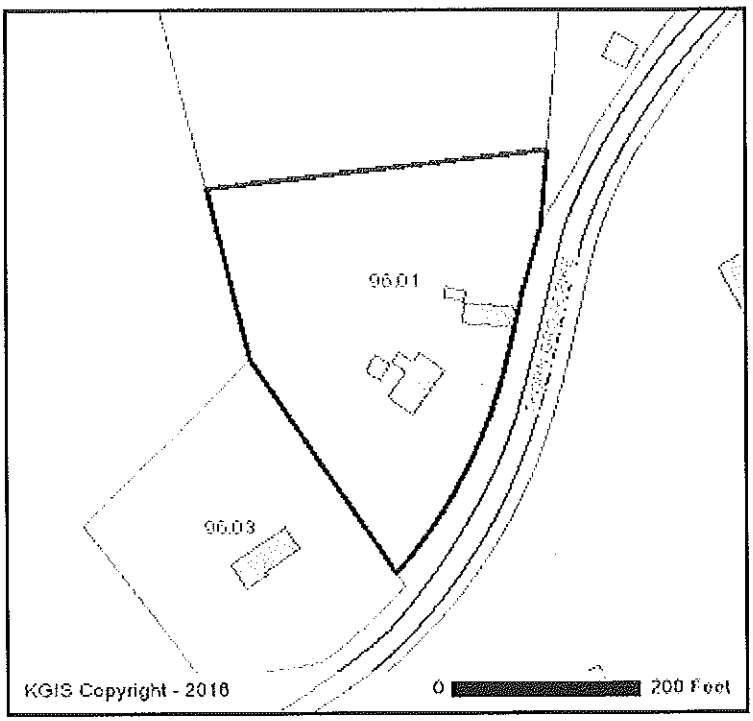
Parcel 074 09601 - Property Map and Details Report



Property Information

Location Address:	8907 THORN GROVE PIKE
CLT Map:	74
Insert:	
Group:	
Condo Letter:	
Parcel:	96.01
Parcel ID:	074 09601
Parcel Type:	
District:	S8
Ward:	
City Block:	
Subdivision:	CONLEY PROPERTY
Rec. Acreage:	2.17
Calc. Acreage:	0
Recorded Plat:	20121126 - 0033822
Recorded Deed:	20121203 - 0035801
Deed Type:	Deed:Full Coven
Deed Date:	12/3/2012

Address Information

Site Address:	8907 THORN GROVE PIKE KNOXVILLE - 37914
Address Type:	RESIDENTIAL
Site Name:	

Owner Information

GAY JOHNATHAN MICHAEL
8907 THORN GROVE PIKE
KNOXVILLE, TN 37914

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:	53.02
Planning Sector:	East County

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts

Voting Precinct:	87	
Voting Location:		Odd Fellows Lodge Hall 10103 THORN GROVE PIKE
TN State House:	19	Harry Brooks
TN State Senate:	6	Becky Duncan Massey
County Commission:	8	Dave Wright Bob Thomas Ed Brantley
City Council:		
School Board:	8	Mike McMillan

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones

Elementary:	CARTER ELEMENTARY
Intermediate:	
Middle:	CARTER MIDDLE
High:	CARTER HIGH

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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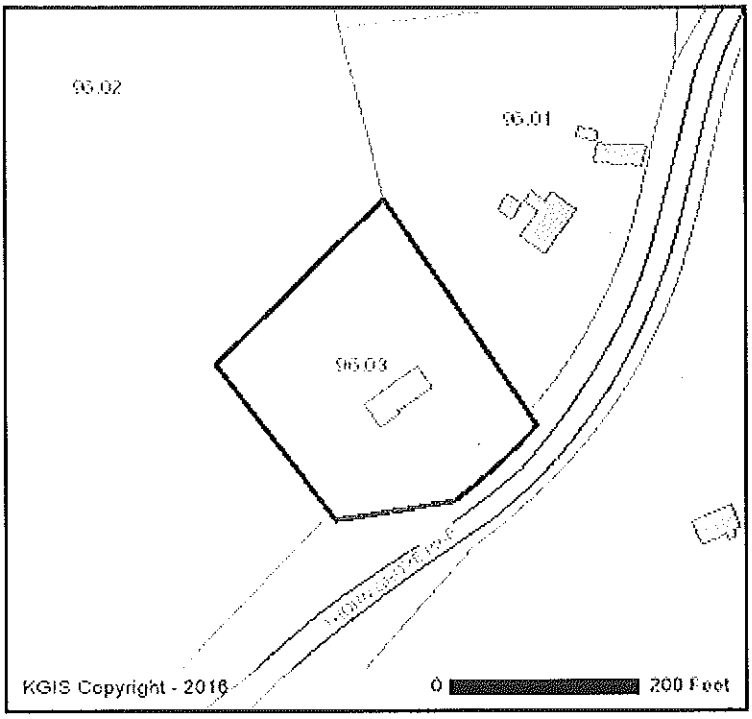
Parcel 074 09603 - Property Map and Details Report



Property Information

Location Address:	8901 THORN GROVE PIKE
CLT Map:	74
Insert:	
Group:	
Condo Letter:	
Parcel:	96.03
Parcel ID:	074 09603
Parcel Type:	
District:	S8
Ward:	
City Block:	
Subdivision:	
Rec. Acreage:	0
Calc. Acreage:	1.47
Recorded Plat:	-
Recorded Deed:	20151013 - 0023312
Deed Type:	Deed:Full Coven
Deed Date:	10/13/2015

Address Information

Site Address:	8901 THORN GROVE PIKE KNOXVILLE - 37914
Address Type:	RESIDENTIAL
Site Name:	

Owner Information

THE DEVELOPMENT CORPORATION OF KNOX COUNTY
17 MARKET SQUARE STE 201
KNOXVILLE, TN 37902

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Jurisdiction Information

County:	KNOX COUNTY
City / Township:	

MPC Information

Census Tract:	53.02
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> Account Information

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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

> Insertion Information

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Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). 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.

RLA-6802 **10-H-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 The Development Corporation of Knox County for rezoning from A(Agricultural) to EC(Employment Center). Property located northwest side of Thorn Grove Pike, north of I-40, southwest of Midway Road. COMMISSION DISTRICT 8. MPC Recommendation: Recommend the Knox County Commission approve EC(Employment Center) zoning.

Attachments

TDC 10-H-16-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

10/24/2016 12:03 PM **FILE NUMBER: 10-H-16-RZ**

APPLICANT:	THE DEVELOPMENT CORPORATION OF KNOX COUNTY
APPLICANT'S REQUEST:	REZONING
FROM:	A (Agricultural)
TO:	EC (Employmenet Center)
MPC RECOMMENDATION:	**Recommend the Knox County Commission approve EC (Employment Center) zoning.**
MPC VOTE COUNT:	9-4
LOCATION:	Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd.
ACREAGE:	3.64 acres
DISTRICT:	Commission District 8
MPC HEARING ON:	10/13/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	9/9/2016
LEGISLATIVE HEARING ON:	11/21/2016
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	10/20/2016
APPLICANT'S ADDRESS:	The Development Corporation of Knox County 17 Market Square #201 Knoxville, TN 37902
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes, if sector plan amendment is approved.
Consistent with Growth Plan?	Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

▶ **FILE #:**	**10-H-16-RZ**	**AGENDA ITEM #:**	**48**
	10-D-16-SP	**AGENDA DATE:**	**10/13/2016**

▶ **APPLICANT:**	**THE DEVELOPMENT CORPORATION OF KNOX COUNTY**
OWNER(S):	The Development Corporation of Knox County
TAX ID NUMBER:	74 09601 & 09603 **View map on KGIS**
JURISDICTION:	Commission District 8
STREET ADDRESS:	
▶ **LOCATION:**	**Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd.**
▶ **TRACT INFORMATION:**	**3.64 acres.**
SECTOR PLAN:	East County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Thorn Grove Pike, a minor arterial street with 20' of pavement width within 50' of right-of-way.
UTILITIES:	Water Source: Knoxville Utilities Board Sewer Source: Knoxville Utilities Board
WATERSHED:	Holston and French Broad
▶ **PRESENT PLAN DESIGNATION/ZONING:**	**LDR (Low Density Residential) / A (Agricultural)**
▶ **PROPOSED PLAN DESIGNATION/ZONING:**	**BP-1 (Business Park Type 1) / EC (Employmenet Center)**
▶ **EXISTING LAND USE:**	**Residences**
▶ **PROPOSED USE:**	**Business park**
EXTENSION OF PLAN DESIGNATION/ZONING:	Yes
HISTORY OF ZONING REQUESTS:	EC zoning was approved for surrounding properties in 2015
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: Vacant land / EC (Employment Center) South: Vacant land & I-40 / EC (Employment Center) East: Agricultural / EC (Employment Center) West: Vacant land / EC (Employment Center)
NEIGHBORHOOD CONTEXT:	This site is located in the northwest quadrant of the I-40/Midway Rd. interchange in an agricultural and rural residential portion of East Knox County zoned A (Agricultural). The immediately surrounding properties have been approved for a business park, which these properties are proprosed to be incorporated into.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park (Type 1)) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.**

The Business Park (Type 1) sector plan designation will allow consideration of the proposed EC (Employment Center) zoning for this site. The properties are owned by The Development Corporation of Knox County and are proposed to be incorporated into the previously approved business park that surrounds the properties.

- **RECOMMEND that County Commission APPROVE EC (Employment Center) zoning.**

EC (Employment Center) is an extension of the surrounding zoning and is the most appropriate zoning district the subject properties. The properties are proposed to be incorporated into the surrounding business park. The approval of the business park concept plan included a condition that the subject properties be rezoned EC because the required improvements to Thorngrove Pike encroach significantly into these properties.

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 occurred recently in the area. However, the recently approved concept plan for the surrounding business park does include improvements to Thorngrove Pike that include widening and straightening the road from Midway Rd. to the I-40 overpass. It is staff's understanding that KUB will extend water and sanitary sewer utilities to serve the business park.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
The current sector plan calls for low density residential uses for the site. Since the adoption of the East County Sector Plan, the sector plan was amended for the surrounding property to allow consideration of business park uses. Staff maintains that the current LDR designation for the subject properties is no longer appropriate and the BP-1 designation is appropriate considering it is completely surrounded by BP-1 designated properties.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:
In 2015, Knox County Commission approved the BP-1 sector plan designation for approximately 345 acres of land in the northwest quadrant of the Midway / I-40 interchange. This property is within this area but was not designated BP-1 because it was not owned by The Development Corporation of Knox County at that time and was still being used as a residence.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
The subject properties are surrounded by proposed business park that recently received approval concept plan and development plan approval from the planning commission. The continued use of the subject properties for low density residential purposes is not likely over an extended period of time.

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 proposed rezoning is necessary because of Knox County's need to have land available for economic development and employment centers.
2. The subject properties are surrounded by EC zoned property that has received concept plan and development plan approval from the planning commission (9-SB-16-C & 9-E-16-UR).
3. The required improvements to widen and straighten Thorngrove Pike will extend into the subject properties. The remaining portions of the properties are proposed to be incorporated into the overall business park.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The EC zoning district, as stated in the Knox County Zoning Ordinance, is intended to encourage development of business parks and other employment centers that will contribute to the future economic wellbeing of Knox County. It provides standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities. It provides a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan. And, it provides a zoning district for business and technology park development that requires site plan review and complies with the requirements of the Knoxville-Knox County-Farragut Growth Policy Plan.
2. Based on the above description of the EC zoning district, staff has determined that EC is the most appropriate zoning district for development of a business park at this location.

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 will be available from KUB, but will need to be extended to serve this site.
2. The request will not have any impact on the school system.
3. The addition of the subject properties into the surrounding business park will allow improvements to Thorngrove Pike.

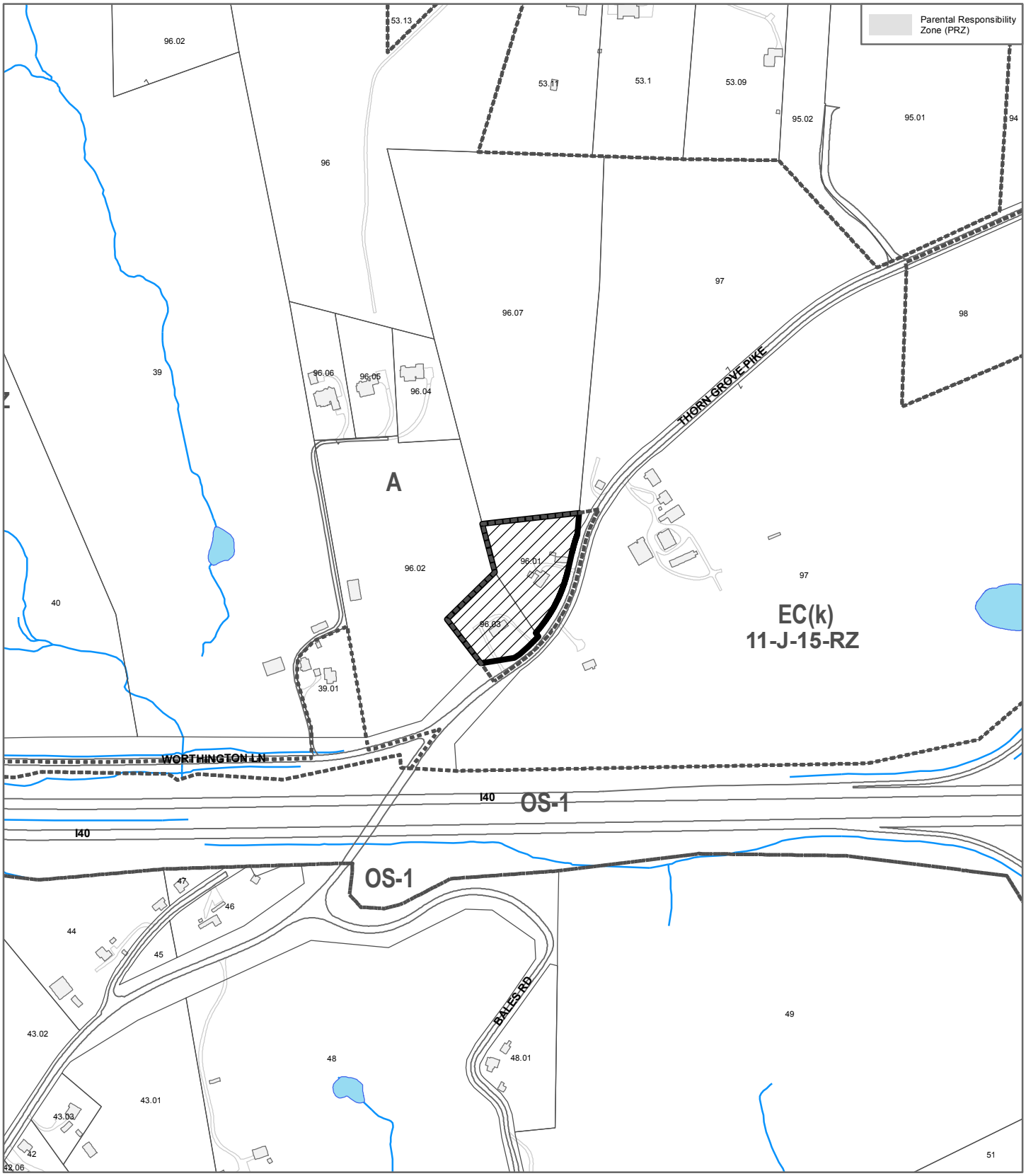
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:
1. With the recommended sector plan change to Business Park (Type 1), the recommended EC (Employment Center) zoning will be consistent with the sector plan.
2. If approved, this request could lead to future requests for rezonings within this area, subject to additional East County Sector Plan amendment requests.
3. The site is shown for Planned Growth on the Knoxville Knox County Growth Policy Plan.
4. Any development of this property, for either office or business park/light industrial uses, would be subject to any applicable local, state or federal permits to address such issues as drainage, flooding, water quality, and air and noise pollution.
5. Any development of this property will be subject to the approved concept plan and development plan of the Midway Business Park (9-SB-16-C & 9-E-16-UR).

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 11/21/2016. 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.



10-H-16-RZ
REZONING

Petitioner: The Development Corporation of Knox County

From: A (Agricultural)

To: EC (Employmenet Center)

Map No: 74

Jurisdiction: County

0 500 Feet

N

Original Print Date: 9/22/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

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DARYL R. FANSLER

October 11, 2016

By Hand Delivery

Mr. Mike Reynolds
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re: The Development Corporation of Knox County, Applicant
MPC File Nos. 10-D-16-SP and 10-H-16-RZ

Dear Mr. Reynolds:

Enclosed is a Statement in Support of Sector Plan Amendment and Rezoning for MPC File Nos. 10-D-16-SP and 10-H-16-RZ which we would appreciate your filing on behalf of the Applicant. Also attached is a Statement in Support of Sector Plan Amendment and Rezoning for MPC File Nos. 11-E-15-SP and 11-J-15-RZ, which were would also appreciate your filing on behalf of the Applicant. The second document is an exhibit to the first document.

We appreciate your consideration in regard to this matter.

Sincerely yours,

THOMAS N. McADAMS

TNM/dd
cc: The Development Corporation of Knox County

THE Development Corporation OF KNOX COUNTY

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

MIDWAY ROAD PROPERTY

TWO ADDITIONAL PARCELS

17 Market Square, #201, Knoxville, Tennessee 37902-1405
p. 865.546.5887 / f. 865.546.6170 / www.knoxdevelopment.org

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

MIDWAY ROAD PROPERTY
TWO ADDITIONAL PARCELS

BACKGROUND

INTRODUCTION

The Development Corporation of Knox County ("TDC") owns approximately 345 acres of vacant land on the north side of Interstate 40 near the interchange of Interstate 40 and Midway Road. TDC acquired the property in 2006.

To facilitate the development of a business park on the property, TDC requested that the East County Sector Plan be amended to designate the 345 acre tract as BP-1 (Business Park Type 1) and the rezoning of the 345 acre tract to the Knox County EC (Employment Center) zone. The Sector Plan Amendment was approved by MPC on November 12, 2015, and approved by Knox County Commission on December 21, 2015. The zoning amendment was recommended by MPC on November 12, 2015, and approved by Knox County Commission on December 21, 2015.

In furtherance of the development of the business park, TDC submitted a Concept Plan and a Development Plan/Use on Review Application to MPC for development of the property as a business park. The Concept Plan and the Development Plan/Use on Review Application were considered and approved by MPC on September 8, 2016.

While the Sector Plan amendment process and rezoning process were underway, TDC acquired these two additional parcels which front on Thorngrove Pike. One was acquired by TDC on October 13, 2015, and the other parcel was acquired by TDC on August 26, 2016. These two additional parcels are surrounded by the approved business park on the north, south, east and west. The approved Development Plan requires the widening and straightening of Thorngrove Pike, and portions of these two

parcels will become part of the road improvements to Thorngrove Pike. TDC proposes to incorporate the remainder of these two parcels into the business park.

THE APPLICANT

The Applicant is The Development Corporation of Knox County, a Tennessee non-profit, public benefit corporation.

TDC was formed in 1991 by the Knox County Executive and three Knox County Commissioners to promote local economic development. Specifically, TDC's purpose is to cooperate and act jointly with Knox County, Tennessee and the political subdivisions and public agencies located therein in the promotion and stimulation of economic and community development within Knox County.

The members of the Board of Directors of TDC are the Knox County Mayor, the Chairman of the Knox County Commission, the Vice Chairman of the Knox County Commission, one additional member of the Knox County Commission and the Mayor of the City of Knoxville, plus seven members appointed by Knox County and one member appointed by the City of Knoxville.

TDC is committed to promoting and nurturing the long-term, quality growth of the regions' business environment. As the property owner and manager of six business parks located throughout Knox County, TDC is focused on maintaining a sufficient inventory and diversity of business park properties to meet the needs of new and expanding businesses.

In addition to management and development of business parks, TDC provides a variety of services related to local economic development. For example:

- TDC partners with Knox County, the City of Knoxville, the Knoxville Chamber and Innovation Valley on local and regional economic development.
- TDC provides assistance to businesses through local incentive programs, state assistance programs and TVA assistance programs.
- TDC provides administrative services to the Knox County Industrial Development Board, the City of Knoxville Industrial Development Board, the City of Knoxville Cinema Industrial Development Board, and the Knox County Health Educational and Housing Facility Board.

- By inter-local agreement, the TDC Board serves as the governmental Joint Economic and Community Development Board required by state law in connection with comprehensive growth plans.

Knox County provides funding to TDC for acquisition and development of business parks. All of the funds for the acquisition and development of the proposed Midway Business Park have come from Knox County, either through direct grants for the Midway Business Park ($7.5 million) or through sale by TDC of other County-funded development sites.

SECTOR PLAN AND ZONING DESIGNATIONS

The current and proposed sector plan and zoning designations for the Property are as follows:

	Current	Proposed
Sector Plan	LDR (Low Density Residential)	BP-1 (Business Park Type 1)
Zoning	A (Agricultural)	EC (Employment Center)

PRIOR STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING FOR THE 345 ACRES

In connection with the requested Sector Plan Amendment and Rezoning for the 345 acres, TDC submitted to MPC a detailed Statement in Support of Sector Plan Amendment and Rezoning – MPC File No. 11-E-15-SP and 11-J-15-RZ. Copies of that Statement and the related appendixes are submitted As Exhibit 1 to this Statement and incorporated herein by reference (the "Prior Statement").

CONDITIONS AFFECTING KNOX COUNTY AND THE MIDWAY ROAD PROPERTY

As outlined in the Prior Statement, substantial changes have occurred since the adoption of the 2010 East County Sector Plan which affect TDC's Midway Road property, including these two parcels. The changes include:

- Introduction of significant utilities that were not anticipated earlier, including a new water main, electrical substation, electrical switching station and increased waste water treatment capacity.

- Substantial improvement in existing utilities.
- Confirmation of adequate capacity in the existing waste water distribution system and the feasibility of connection of the Midway Road Property to an existing waste water treatment facility, eliminating the need for an on-site treatment facility.
- Substantial increases in traffic along Interstate 40.
- Changes in governmental planning and policy, including a decision to concentrate business park development along interstate corridors near interstate interchanges and to encourage job growth in sectors other than retail, medical services, education and government.
- Trends in development of business parks which make business parks more compatible with open space and low density residential areas.
- Trends in population indicating growth and anticipated growth in the East County Sector, as further confirmed by expansion of educational facilities in the area to meet those needs.

Details concerning the changes in conditions are set forth on pages 5 through 12 of the Prior Statement.

In addition, the actions taken by MPC and Knox County Commission clearly indicate changes in government policy with respect to land use and development in the northwest quadrant of the Midway Road/Interstate 40 Interchange, including all of the property surrounding these two parcels. The actions include:

1. Approval of Amendment of the East County Sector Plan, changing the sector plan designation for the surrounding property to BP-1 (Business Park Type 1).
2. Recommendation and approval of the rezoning of the surrounding property by MPC and Knox County Commission, respectively.
3. Approval of a Concept Plan for development of the surrounding property as a business park by MPC.
4. Approval of a Development Plan/Use on Review for development of the surrounding property as a business park by MPC.

The improvements of Thorngrove Pike required in connection with the earlier Sector Plan Amendment and Rezoning will also substantially change the existing roadway conditions in the area.

These two parcels are effectively in-holdings within the planned business park on the surrounding 345 acres. The pending request for amendment of the East County Sector Plan and Rezoning of these two parcels constitutes an extension of the existing sector plan designation and the existing zoning on the surrounding property and will permit development and use of these two parcels consistently with development and use of the surrounding property.

CONSISTENCY WITH INTENT AND PURPOSE OF ZONING ORDINANCE

EC (Employment Center) zoning is intended to encourage development of business parks and other employment centers that will contribute to the future economic well-being of Knox County; to provide standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities; to provide a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan; and to provide a zoning district for business and technology park development that requires site plan review and complies with the requirements of the 2001 Knoxville-Knox County-Farragut Growth Policy Plan.

Based on the above description, EC (Employment Center) is an appropriate zoning designation for development of the Property and is an extension of the existing zoning on the surrounding property.

Among the purposes of the Knox County Zoning Ordinance are to:

- Provide for the public health, safety, morals and general welfare;
- Secure for the citizens of Knox County the social and economic advantages resulting from an orderly planned use of the land resources in the county; and
- Regulate and restrict the location and use of buildings.

The requested amendment of the Knox County zoning map provides for the general welfare of the County, helps secure the economic advantages resulting from an orderly planned use of land resources in the county, regulates the location and use of buildings on the Property, and is consistent with the purposes of the zoning resolution. As discussed below, re-zoning the Property to the EC (Employment Center) zone will also

ensure adequate opportunity for public review and input during the development process.

The requested amendment of the Knox County zoning map will also facilitate the required widening and improvement of Thorngrove Pike and permit reasonable use of the portions of the two parcels remaining after the road improvements.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. Changes in conditions in the area of the Midway Road Property and in Knox County generally justify amendment of the current land use designation in the East County Sector Plan.

2. With the requested plan amendment to Business Park Type 1, EC zoning is consistent with the East County Sector Plan.

3. With adoption and approval of the accompanying amendment to the land use plan of the East County Sector Plan, the proposed amendment of the zoning map will be consistent with the General Plan and its elements.

4. The proposed amendment of the zoning map will make the zoning of these two parcels consistent with the zoning of all of the surrounding parcels.

5. The parcels are located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

DEVELOPMENT PROCESS

As noted in the Prior Statement, development in the EC (Employment Center) zone requires submission and approval of a written application and development plan for any contemplated development. A development plan for the business park, including these two parcels, was approved by MPC on September 8, 2016. If the Sector Plan amendment and rezoning are approved, these two parcels will be developed in accordance with the approved development plan.

CONCLUSION

Changes in conditions affecting these two parcels and affecting Knox County generally warrant amendment of the East County Sector Plan and the Knox County Zoning

Ordinance to reflect these changes and to permit development of the Property as part of the larger business park through a public planning process.

TDC requests approval of the amendment of the East County Sector Plan to designate the two parcels as BP-1 (Business Park Type 1) and amendment of the Knox County Zoning Ordinance to change the zoning designation of the two parcels to EC (Employment Center).

THE Development Corporation OF KNOX COUNTY

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 11-E-15-SP
MPC FILE NO. 11-J-15-RZ

MIDWAY ROAD PROPERTY

EXHIBIT 1 TO
STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 10-D-16-SP
MPC FILE NO. 10-H-16-RZ

17 Market Square, #201, Knoxville, Tennessee 37902-1405
p. 865.546.5887 / f. 865.546.6170 / www.knoxdevelopment.org

STATEMENT IN SUPPORT OF SECTOR PLAN AMENDMENT AND REZONING
MPC FILE NO. 11-E-15-SP
MPC FILE NO. 11-J-15-RZ

MIDWAY ROAD PROPERTY

BACKGROUND

INTRODUCTION

The Development Corporation of Knox County owns approximately 345 acres of vacant land on the north side of Interstate 40 near the interchange of Interstate 40 and Midway Road. TDC acquired the property in early fall of 2006.

At the time of the acquisition, the property was believed to have a sector plan designation of BP (Business Park)(Type 1)) and, in the area close to the Interstate exchange, a designation of C (Commercial). The zoning of the property was believed to be PC (Planned Commercial), limited to EC (Employment Center) zone uses for the BP (Type 1) areas and EC and SC (Shopping Center) uses within the C area. The belief was based upon actions taken by the Knoxville/Knox County Metropolitan Planning Commission on July 13, 2006 and by the Knox County Commission on August 26, 2006 on an application for a sector plan amendment and re-zoning for the property. Litigation was subsequently filed by opponents of the business park, and the Chancery Court issued a memorandum opinion indicating that action was not properly taken on the sector plan and re-zoning application, which left the previous sector plan and zoning designations in place.

In the 2010 East Knox County Sector Plan (approved by Knox County Commission on June 27, 2011), the property is designated as LDR (Low Density Residential) on the bulk of the property and O (Office) in the area closest to the Interstate interchange. Most of the property is currently zoned A (Agricultural), with a very small tract near the western end of the property (a former billboard site) zoned CA (General Business).

Substantial changes have occurred in Knox County and in the area of the property since the land use designation of LDR/O and the zoning designation of A/CA, and since the 2006 sector plan amendment/re-zoning application. Based on those changes, The Development Corporation of Knox County seeks amendment of the sector plan designation and the zoning of the property to permit the development and use of the property as a business park as intended at the time of acquisition.

THE APPLICANT

The Applicant is The Development Corporation of Knox County ("TDC"), a Tennessee non-profit, public benefit corporation.

TDC was formed in 1991 by the Knox County Executive and three Knox County Commissioners to promote local economic development. Specifically, TDC's purpose is to cooperate and act jointly with Knox County, Tennessee and the political subdivisions and public agencies located therein in the promotion and stimulation of economic and community development within Knox County.

The members of the Board of Directors of TDC are the Knox County Mayor, the Chairman of the Knox County Commission, the Vice Chairman of the Knox County Commission, one additional member of the Knox County Commission and the Mayor of the City of Knoxville, plus seven members appointed by Knox County and one member appointed by the City of Knoxville.

TDC is committed to promoting and nurturing the long-term, quality growth of the regions' business environment. As the property owner and manager of six business parks located throughout Knox County, TDC is focused on maintaining a sufficient inventory and diversity of business park properties to meet the needs of new and expanding businesses.

In addition to management and development of business parks, TDC provides a variety of services related to local economic development. For example:

- TDC partners with Knox County, the City of Knoxville, the Knoxville Chamber and Innovation Valley on local and regional economic development.
- TDC provides assistance to businesses through local incentive programs, state assistance programs and TVA assistance programs.

- TDC provides administrative services to the Industrial Development Board of The County of Knox, The Industrial Development Board of the City of Knoxville, The Industrial Development Board of the City of Knoxville for the Downtown Cinema, Inc., and The Health Educational and Housing Facility Board of the County of Knox.

- By inter-local agreement, the TDC Board serves as the governmental Joint Economic and Community Development Board required by state law in connection with comprehensive growth plans.

Knox County provides funding to TDC for acquisition and development of business parks. All of the funds for the acquisition and development of the proposed Midway Business Park have come from Knox County, either through direct grants for the Midway Business Park ($7.5 million) or through sale by TDC of other County-funded development sites.

THE PROPERTY

The property consists of approximately 345 acres in East Knox County, located on the north side of Interstate 40 near Exit 402 – Midway Road, with frontage on Interstate 40, Midway Road and Thorn Grove Pike (the "Property" or the "Midway Road Property"). The Property includes the northwest quadrant of the I-40/Midway Road interchange—the last undeveloped interstate interchange in Knox County. **See Appendix, Items 1 and 5.**

TDC acquired the Property in 2006, following an MPC-managed search for suitable business park development sites. The site was identified in the October 2005 MPC study titled "Potential Locations for Business Park Development" as one of fifteen sites which might be considered for business park purposes. The sites were identified countywide, based on several factors, including arterial/interstate accessibility, appropriate terrain, locations that would not require access through low density residential neighborhoods, and availability of utilities.

CURRENT SECTOR PLAN AND ZONING DESIGNATIONS

The current sector plan and zoning designations for the Property are as follows:

Sector Plan	LDR (Low Density Residential) and O (Office) (in the southwest corner of the Property near the Interstate interchange)
Zoning	A (Agricultural), with a very small tract near the western end of the Property zoned CA (General Business)

See Appendix, Items 3 and 4.
At TDC's request, a Research Associate for the Metropolitan Planning Commission reviewed historic sector plan and zoning designations for the Property. Knox County first adopted a zoning ordinance in 1941. The oldest zoning records available (a zoning map circa 1950) indicate that the Property has been zoned Agricultural for at least the last sixty-five years, with the exception of the small area zoned CA. **See Appendix, Item 2.** MPC records indicate that the small parcel at 8801 Worthington Lane was rezoned from Agricultural to Commercial in 1976 to permit the construction of two billboards. The area has seen dramatic change in the last sixty-five years, including the construction and expansion of Interstate 40, massive utility improvements, population increases and other changes.

The first East County Sector Plan was adopted in 1981. Since then, the Sector Plan designation for the Property has been as follows:

Date	Designations
1981	Agricultural/Rural Residential/Vacant Open Space Network
1989	Agricultural/Rural Residential/Vacant Open Space Network
1995	Agricultural/Rural Residential Highway-Oriented Commercial
2001	Agricultural/Rural Residential Low Density Residential Office
2010	Low Density Residential Office

CONDITIONS AFFECTING KNOX COUNTY AND THE MIDWAY ROAD PROPERTY

Substantial changes have occurred in conditions affecting the Midway Road Property and in conditions affecting Knox County in general. The portion of the East County Sector in which the Property is located is no longer an isolated portion of the county with limited utility access. Changes include, among other things:

- Introduction of significant utilities that were not anticipated earlier, including a new water main, electrical substation, electrical switching station and increased waste water treatment capacity.
- Substantial improvement in existing utilities.
- Confirmation of adequate capacity in the existing waste water distribution system and the feasibility of connection of the Midway Road Property to an existing waste water treatment facility, eliminating the need for an on-site treatment facility.
- Substantial increases in traffic along Interstate 40.
- Changes in governmental planning and policy, including a decision to concentrate business park development along interstate corridors near interstate interchanges and to encourage job growth in sectors other than retail, medical services, education and government.
- Trends in development of business parks which make business parks more compatible with open space and low density residential areas.
- Trends in population indicating growth and anticipated growth in the East County Sector, as further confirmed by expansion of educational facilities in the area to meet those needs.

ROADS AND UTILITIES

IMPROVEMENTS IN POTABLE WATER SERVICE TO THE SITE

Around 1989, KUB took over the potable water distribution system serving this area from the former East Knox Utility District. With KUB as both the potable water provider and distribution system operator, this area of East Knox County is now under the jurisdiction of a large, stable utility operator.

In 2005, KUB finished the construction of a new 16" diameter water main through the site. Previously, there was only a 4" diameter water line that served the area. Thus, the addition of this new 16" diameter water main increased the water capacity by a factor of approximately 17 times the previously available capacity.

IMPROVEMENTS IN ELECTRIC POWER SERVICE TO THE SITE AND SURROUNDING AREA

In 2015, TVA and KUB energized new electric power distribution infrastructure facilities on part of the property originally acquired by TDC for the business park. TVA

constructed a new electric power switching station on the site, and TVA's switching station provides a direct electric power feed from Douglas Dam and Bull Run power plant as well as the John Sevier electric switch yard (which has direct electric power feed from Watts Bar Nuclear Plant, Cherokee Dam and the John Sevier power plant).

Adjacent to TVA's switching yard and simultaneously with construction of the new TVA switching station, KUB constructed a new electric power in-feed and substation. The proposed business park can now serve loads from 25 MW up to 100 MW at voltages of 13.2 kV, 69 kV and 161 kV. These 2015 changes in the electric power distribution capabilities give the Midway Road Property uniquely superior access to electric power availability, voltages and reliability that is almost unmatched anywhere else in KUB and TVA systems.

IMPROVEMENTS IN SANITARY SEWER FACILITIES

In 1994, KUB took over the ownership and management of the Eastbridge Wastewater Treatment Plant ("Eastbridge Plant") located on the Holston River. At the time KUB took over ownership and management of the Eastbridge Plant, the permitted average design flow was 0.2 million gallons per day. Today, the permitted average flow is of the Eastbridge Plant has increased to 1.33 million gallons per day of which approximately 1 million gallons per day of excess capacity is currently available to serve new customers. The Eastbridge Plant would serve the proposed Midway Business Park development.

In 2015, KUB and TDC commissioned an engineering study by Cannon and Cannon, Inc. (CCI) to evaluate the anticipated needs and options for dealing with future sanitary sewer loads from the proposed Midway Business Park. The result of CCI's study was a projected sanitary sewer average daily load at full build-out from the proposed business park of 276,000 average gallons per day. Based on this projected loading, KUB and CCI determined that it is now feasible to extend wastewater distribution lines from the proposed business park to a tie-in point on the existing wastewater trunk line near Asheville Highway and Carter School Road. This existing trunk line is connected to a wastewater distribution system that flows to the Eastbridge Plant. CCI also determined that there is ample, existing capacity at the Eastbridge Plant to handle the projected wastewater load from the proposed Midway Business Park.

For a map of recent utility improvements, see Appendix, Item 6.

GOVERNMENTAL POLICIES AND ACTIONS

KNOX COUNTY GROWTH POLICY PLAN

Tennessee Public Chapter 1101 requires city and county governments to prepare a 20-year Growth Plan. The Knox County Growth Policy Coordinating Committee was formed in 1998 to prepare a local growth plan for Knoxville, Knox County, and the Town of Farragut. The plan was adopted in 2001. The goals were to:

- In conjunction with the comprehensive plans of Knoxville, Knox County and Farragut, provide a unified physical design for the development of the local community;
- Encourage a pattern of compact and contiguous development to be guided into urban areas and planned growth areas;
- Establish an acceptable and consistent level of public services and community facilities and ensure timely provision of those services and facilities;
- Promote the adequate provision of employment opportunities and the economic health of the region;
- Conserve features of significant statewide or regional architectural, cultural, historical, or archaeological interest;
- Protect life and property from effects of natural hazards, such as flooding;
- Take into consideration such other matters that may be logically relate to or from an integral part of a plan for the coordinated, efficient and orderly development of the local community; and
- Provide for a variety of housing choices and assure affordable housing for future population growth.

The property around exit 402 along Interstate 40, and more specifically the Property currently owned by TDC in this vicinity, was designated in Knox County's Growth Policy Plan of 2001 as "Planned Growth." **See Appendix, Items 7 and 8.** EC (Employment Center) zoning on TDC Property would permit the development of the proposed Midway Business Park, which would clearly "promote the adequate provision of employment opportunities and the economic health of the region."

The TDC Board, which manages economic development programs for Knox County and which also serves as the Joint Economic and Community Development Board in Knox County for growth and economic development policy matters, approved the Midway Business Park and the filing of this application for a sector plan amendment and re-zoning.

GOVERNMENTAL STUDIES

The Metropolitan Planning Commission prepared two separate countywide studies, in 2002 and 2005, both of which identified the Midway Road Property as a potential site for business park development.

The 2002 study was titled "An Inventory of Potential Sites for Business and Office Parks." **See Appendix, Item 9.** In this study, TDC's Property at Midway Road Property was identified as a potential business and office park site. The location principals used in identifying the potential business and office park sites included:

- Appropriate terrain
- Sufficiently large vacant land areas and range of locations
- Compatibility with surrounding uses
- Transportation access
- Availability of utilities

The 2005 study was titled "Potential Locations for Business Park Development," and once again the Midway Road Property was identified as a potential business park site. **See Appendix, Item 10.** The location principals used in the 2005 study to identify sites for potential business parks also included:

- Appropriate terrain
- Sufficiently large vacant land areas and range of locations
- Compatibility with surrounding uses
- Transportation access
- Availability of utilities

A review of existing land uses in the East County Sector clearly shows the need for additional employment centers to provide jobs for East Knox County and clearly shows the Midway Road interchange as the next logical location for business development. **See Appendix, Item 11.** Note that the nearest interchange at Strawberry Plains Pike is fully developed.

Thus, two separate governmental studies conducted by Knoxville and Knox County's professional planning staff, using basic planning principals, identified TDC's Midway Road Property as suitable for future business park development.

EDUCATION AND WORKFORCE

Within the past two years, East Knox County has been the beneficiary of several major decisions by Knox County Government, the State of Tennessee, Knox County Schools and the Tennessee Board of Regents over where strategic investment in new

educational facilities would be made to better educate and prepare individuals for jobs. All of these governmental policy decisions regarding the types and locations of new investments in education facilities have supported a workforce shift toward technology-based jobs in Knox County and East Tennessee. These new education facilities include:

- A new Carter Elementary School was constructed and opened in 2013 at 8455 Strawberry Plains Pike. This new elementary school which serves the children of East Knox County is only 6.5 miles away from the proposed Midway Business Park.

- Pellissippi State Community College's Strawberry Plains Campus began offering coursework in August 2012 and has more than 220,000 square feet of space. With this campus located at 7201 Strawberry Plains Pike, it is at the next Interstate interchange, only 5 miles away from the proposed Midway Business Park.

- Knox County Schools' Career Magnet Academy (CMA), opened in August of 2014. It offers high school students the chance to graduate from high school and earn an Associate's degree from Pellissippi State Community College in one of four career paths: Advanced Manufacturing, Homeland Security, Sustainable Living, or Teacher Preparation. As students' progress through CMA, they transition from being solely Knox County Schools high school students to being dually enrolled in Knox County Schools and at Pellissippi State Community College. Graduates leave with their Associate's degree and are workforce trained. Pellissippi State Community College's Strawberry Plains campus is shared with CMA and is only 5 miles away from the proposed Midway Business Park.

- The Megalab was opened in September 2015 on the joint campus of Pellissippi State Community College and Knox County Schools' Career Magnet Academy (CMA). The Megalab is a partnership serving the students of Pellissippi State Community College, the Tennessee College of Applied Technology (TCAT) of Knoxville, and CMA. The Megalab was developed to be an economic and workforce development partnership initiative. It houses equipment for advanced manufacturing, additive manufacturing (3D printing), homeland security and sustainable living courses. Students using the Megalab will learn skills important to local industry. The Megalab will be a focal point for those pursuing certificates, degrees or other credentials in a variety of fields, including welding, automated industrial systems, industrial maintenance, cyber security and agri-economics. National associations and corporations such as the American Welding Society, FANUC Robotics and the National Institute for Metalworking Skills will offer credentials to students who learn in the lab. This unique local jobs training facility is only 5 miles away from the proposed Midway Business Park.

These new educational facilities which opened within the last three years near the Midway Road Property are educating and training students for the types of jobs that would be created in the nearby Midway Business Park. **See Appendix, Item 12.**

TRAFFIC AND POPULATION

Increases in transportation also reflect notable change in the area around the Midway Road Property. Beginning in the early to mid-1990s, Midway Road became one of the top three most trafficked areas in East Knox County (East County Sector Plan, 1993). This shift was mirrored elsewhere in the region—the closest traffic count station on I-40 noted a 203% increase in traffic between 1980 and 2010 (TDOT). Similarly, the Midway Road station reported an increase in traffic counts between 1985 and 2010 of 67% (TDOT). These increases, along with improvements in the 1990s to area arterial roads such as Midway Road, Kodak Road, and Thorn Grove Pike (East County Sector Plan, 1995), speak to the considerable changes in traffic and road conditions that have occurred in East Knox County in recent years.

The population of Knox County has increased by 56% over the last 40 years (U.S. Census Bureau).

POPULATION GROWTH IN KNOX COUNTY, 1970-2010					
Area	1970	1980	1990	2000	2010
Knox County	276,293	319,694	335,749	382,032	432,226
Knoxville (city)	174,587	175,045	169,761	173,890	178,874

Further, the balance of the local population has shifted in recent decades, and the majority of the Knox County population now lives in the portions of the County outside the City of Knoxville. This represents major growth in all areas of Knox County, and East County is no exception. The population of East Knox County increased by 8% from 1990-2000 alone, representing major change in the area (East County Sector Plan, 2000).

Additionally, the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) and the University of Tennessee's Center for Business & Economic Research (UT CBER) have estimated growth projections for Knox County. These projections show a 13% increase in County population by 2020 and an overall increase of nearly 40% from 2010-2060 (TACIR, UT CBER).

POPULATION PROJECTIONS FOR KNOX COUNTY, 2020-2060				
2020	2030	2040	2050	2060
488,993	543,302	595,787	650,120	709,346

Knox County is poised for significant growth over the next decades and must provide economic opportunities for a larger population and a changing workforce and suitable locations for the companies who will employ them.

East County Historical Industry by Percent of Working Population *Agriculture, Forestry, & Fishing*				
1970	1980	1990	2000	2010
3.81%	3.44%	2.76%	0.81%	0%

As of 2010, zero (0%) percent of the East Knox County population reported 'farming' as an occupation (2010 American Community Survey, U.S. Census Bureau). This transition away from the agriculture trade is reflected also in the changing labor force of East Knox County—in 2010, production and transportation occupations made up nearly 12% of the workforce (2010 American Community Survey, U.S. Census Bureau). **See Appendix, Item 14.**

Today's competitive environment for new jobs requires development of high quality, environmentally-sustainable sites to retain existing businesses and to attract new businesses to our area. Substantial governmental resources will be invested in Midway Business Park to help meet that need.

Manufacturing Resurgence

In 2014, the International Monetary Fund reported that several factors foreshadow "a strong manufacturing presence in the U.S. and the global marketplace." According to the Bureau of Labor Statistics, the U.S. ranks third in hours worked per year per employee (2009). The World Trade Organization ranked the U.S. second in top merchandise exporters in 2011. These are key signifiers that suggest a manufacturing resurgence in the United States. In 2014, the Wall Street Journal reported signs of resurgence in manufacturing, due in part to the renewed interest of students in technology applicable to physical products. These factors indicate that the U.S. is on a path to increased manufacturing, and that there is a workforce that is actively seeking jobs in manufacturing fields. This trend confirms the necessity of business park development.

Knox County has experienced a decline in manufacturing and distribution jobs in recent history and has long sought to increase local employment in sectors other than retail, medical services, education, and government. TDC is directly involved in that effort on behalf of Knox County and the City of Knoxville, including actively seeking sites for new and expanding employers. Space within the existing publicly-controlled business parks is very limited, particularly in relation to the number of business sites and acreage available in other cities and counties in the southeast. Land that is zoned for business parks and industrial development in Knox County is diminishing, as discussed below.

With the proposed Midway Business Park's location and availability of utilities, Knox County would be in a much more competitive position to recruit new manufacturing-based companies, to retain existing manufacturing companies and to benefit from the resurgence in manufacturing-based jobs within the United States.

LOSS OF LAND AVAILABLE FOR ECONOMIC DEVELOPMENT

Since 2000, 1,083 industrial acres within Knox County have been down-zoned to non-industrial zoning classifications. This includes tracts within the City of Knoxville that were down-zoned from the I-1, I-2, I-3 and I-4 zones, and tracts within Knox County outside the City of Knoxville that were down-zoned from the Industrial (I) and Light Industrial (LI) zones. [Source: Knoxville-Knox County Metropolitan Planning Commission, 2015; **See Appendix, Item 13**.]

During this same period of time, Knox County's population increased by approximately 18%. Knox County's population in 2000 was approximately 382,000, and Knox County's current population is approximately 450,000. With Knox County having more citizens seeking employment while at the same time having a reduction in the amount of property appropriately zoned to permit industrial and industrial-related uses, Knox County's ability to promote economic development and to facilitate the diversity of jobs and capital investment that communities seek in maintaining stability through diversity of its economic base has been severely curtailed.

CONSISTENCY WITH INTENT AND PURPOSE OF ZONING ORDINANCE

EC (Employment Center) zoning is intended to encourage development of business parks and other employment centers that will contribute to the future economic well-being of Knox County; to provide standards and procedures that will minimize any conflicts or adverse impacts of these developments with other properties, public roads or facilities; to provide a zoning district for use in areas meeting the locational standards for industrial parks and technology-based development contained in the Knoxville-Knox County General Plan; and to provide a zoning district for business and technology park development that requires site plan review and complies with the requirements of the 2001 Knoxville-Knox County-Farragut Growth Policy Plan.

Based on the above description, EC (Employment Center) is an appropriate zoning designation for development of the Property.

Among the purposes of the Knox County Zoning Ordinance are to:

- Provide for the public health, safety, morals and general welfare;
- Secure for the citizens of Knox County the social and economic advantages resulting from an orderly planned use of the land resources in the county; and
- Regulate and restrict the location and use of buildings.

The requested amendment of the Knox County zoning map provides for the general welfare of the County, helps secure the economic advantages resulting from an orderly planned use of land resources in the county, regulates the location and use of buildings on the Property, and is consistent with the purposes of the zoning resolution. As discussed below, re-zoning the Property to the EC (Employment Center) zone will also ensure adequate opportunity for public review and input during the development process.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. Changes in conditions in the area of the Midway Road Property and in Knox County generally justify amendment of the current land use designation in the East County Sector Plan.

2. With the requested plan amendment to Business Park Type 1, EC zoning is consistent with the East County Sector Plan.

3. With adoption and approval of the accompanying amendment to the land use plan of the East County Sector Plan, the proposed amendment of the zoning map will be consistent with the General Plan and its elements.

4. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

For pertinent provisions of the 2010 East County Sector Plan, See Appendix, Item 15.

DEVELOPMENT PROCESS

TDC recognizes that there is substantial public interest in the future use and development of the Midway Road Property. TDC also recognizes that nearby residents and the general public should have the opportunity to provide input on development

plans and should have access to information related to the proposed development of a business park. TDC is committed to a process that includes adequate opportunities for public review and input.

TDC has requested the re-zoning of the Property to the EC (Employment Center) zone—a zoning classification which permits business park development and which also requires a public process for site plan review and approval.

The EC (Employment Center) zoning district includes a detailed list of permitted uses, limitations on retail commercial uses, screening requirements for outdoor storage and area regulations including height restrictions, setback requirements and maximum lot coverage. It also includes specific standards to guide development in the EC (Employment Center) zone.

Section 5.51.05 of the EC (Employment Center) zoning ordinance governs administration of proposed development within the EC (Employment Center) zone and requires submission of a written application and development plan for contemplated development. The plan and application must include:

- A list of proposed permitted uses.
- Architectural, landscaping, lighting and signage plans.
- A development plan indicating the location of buildings, loading docks, driveways, parking lots, signage and trash disposal areas.
- An estimate of the maximum number of employees contemplated for the proposed development and the number of employees per shift.
- A storm drainage plan.
- Such other information as the Metropolitan Planning Commission may need to adequate consider the effect that the proposed uses may have upon the environment and the cost of providing services to the area.

Any application and development plan will be reviewed by the MPC staff and must then be considered by the full Planning Commission at a public hearing. TDC contemplates presentation of preliminary development plans for public input prior to finalizing and filing a development plan and application with MPC.

If the application for a sector plan amendment and re-zoning is approved, TDC intends to develop the Midway Business Park as one of the premier, environmentally-sustainable business parks in the United States.

CONCLUSION

Changes in conditions affecting the Property and affecting Knox County generally warrant amendment of the East County Sector Plan and the Knox County Zoning Ordinance to reflect these changes and to permit development of the Property as a business park through a public planning process.

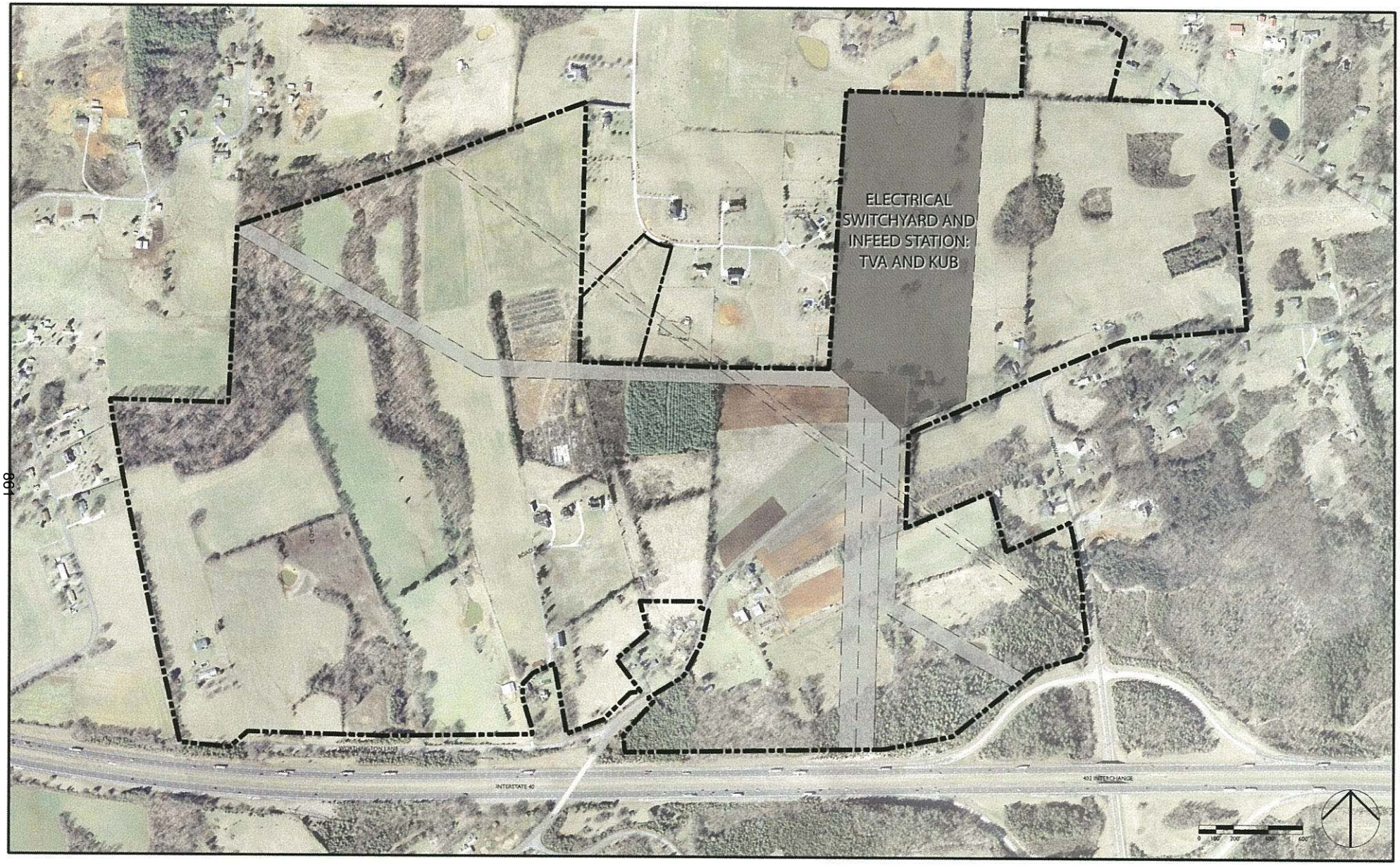
The proposed Midway Business Park, like most business parks, is long-term community investment, and will continue to be an important component of Knox County's overall economic success in support of a high quality of life for all Knox County citizens. Without business park properties, Knox County will miss out on many opportunities for a broad spectrum of potential new jobs.

Our area has natural beauty and other positive attributes—but so do other areas of the country. It takes more to achieve and maintain a competitive business environment that will provide jobs now and for future generations.

> "Successful economic development efforts require a set of assets. Building parks alone will not create jobs without complementary infrastructure and a skilled workforce. By the same token, a skilled workforce alone cannot support economic development in the absence of a place for businesses to locate and thrive. I hope the community recognizes the multifaceted nature of economic development and the need for facilities like Midway Park. If we plan well now we can affect the future path of economic development. If we step back and do nothing, we will have no control or influence over the region's path of development."
>
> [Source: Dr. Matthew Murray, Associate Director, UT's Center for Business & Economic Research.]

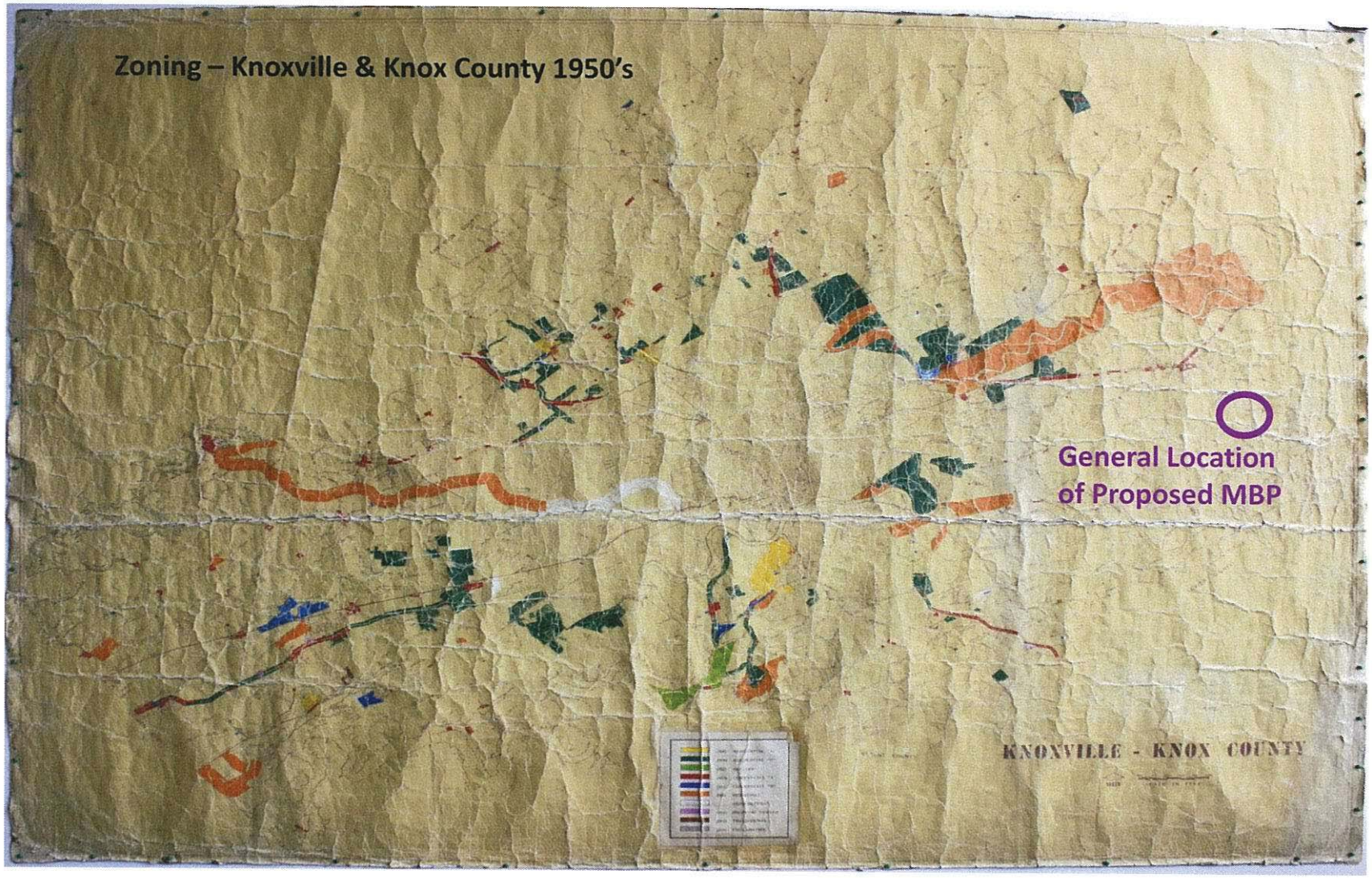
APPENDIX

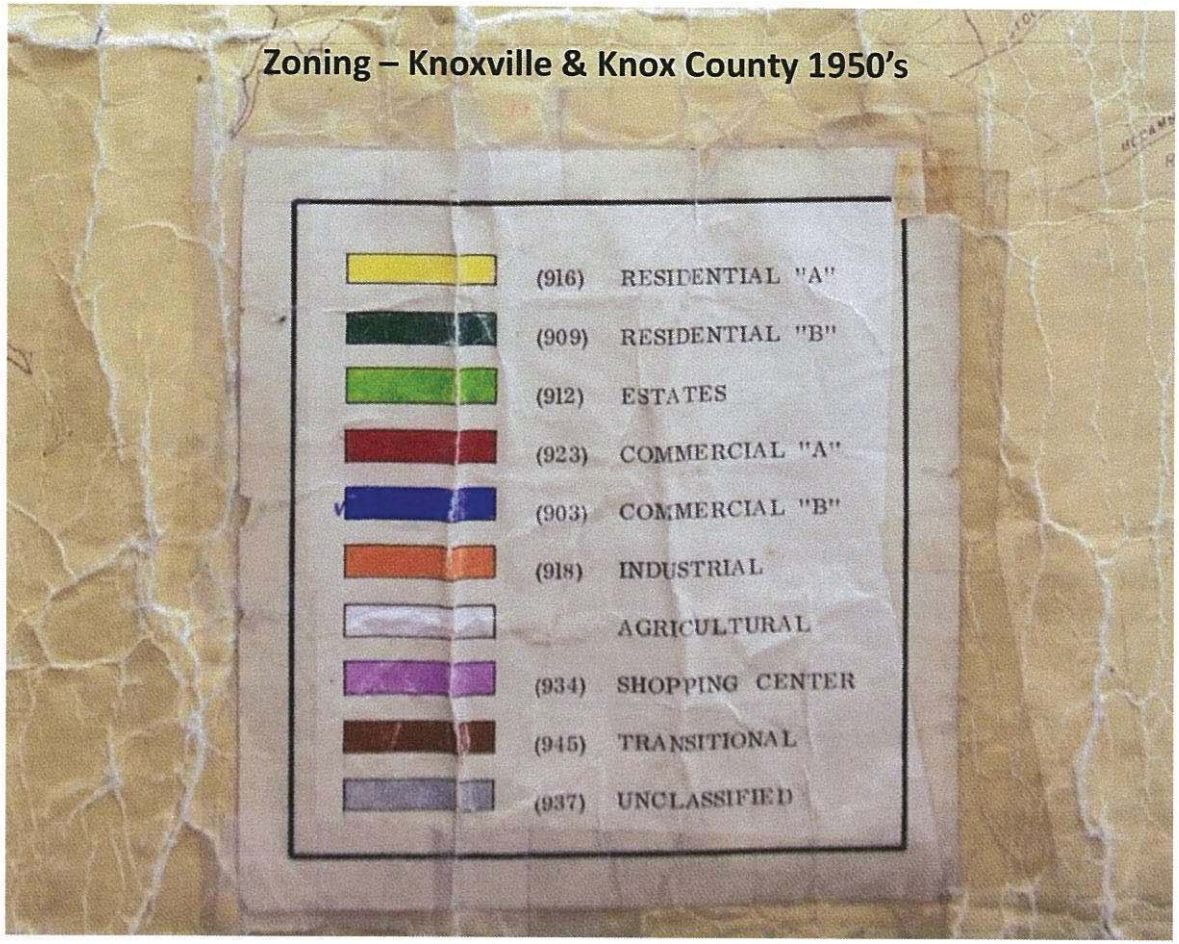
1. Map of Property
2. 1950's Zoning Maps of Knoxville and Knox County
3. Map of Current Sector Plan Designations
4. Map of Current Zoning Designations
5. Photos of Property
6. Map of Utilities on or to Serve Property
7. Growth Policy Plan Excerpt
8. Growth Policy Plan Map, Knox County
9. MPC Study – 2002 – Inventory of Potential Sites
10. MPC Study – 2005 – Potential Locations for Business Park Development
11. Existing Land Use Map – 2011 Sector Plan
12. Map – New Schools Near Property
13. Map – Net Change of Employment District Zoned Property (2000 – 2015)
14. Census Tract (53.02) Data for Property
15. 2011 East County Sector Plan Excerpts

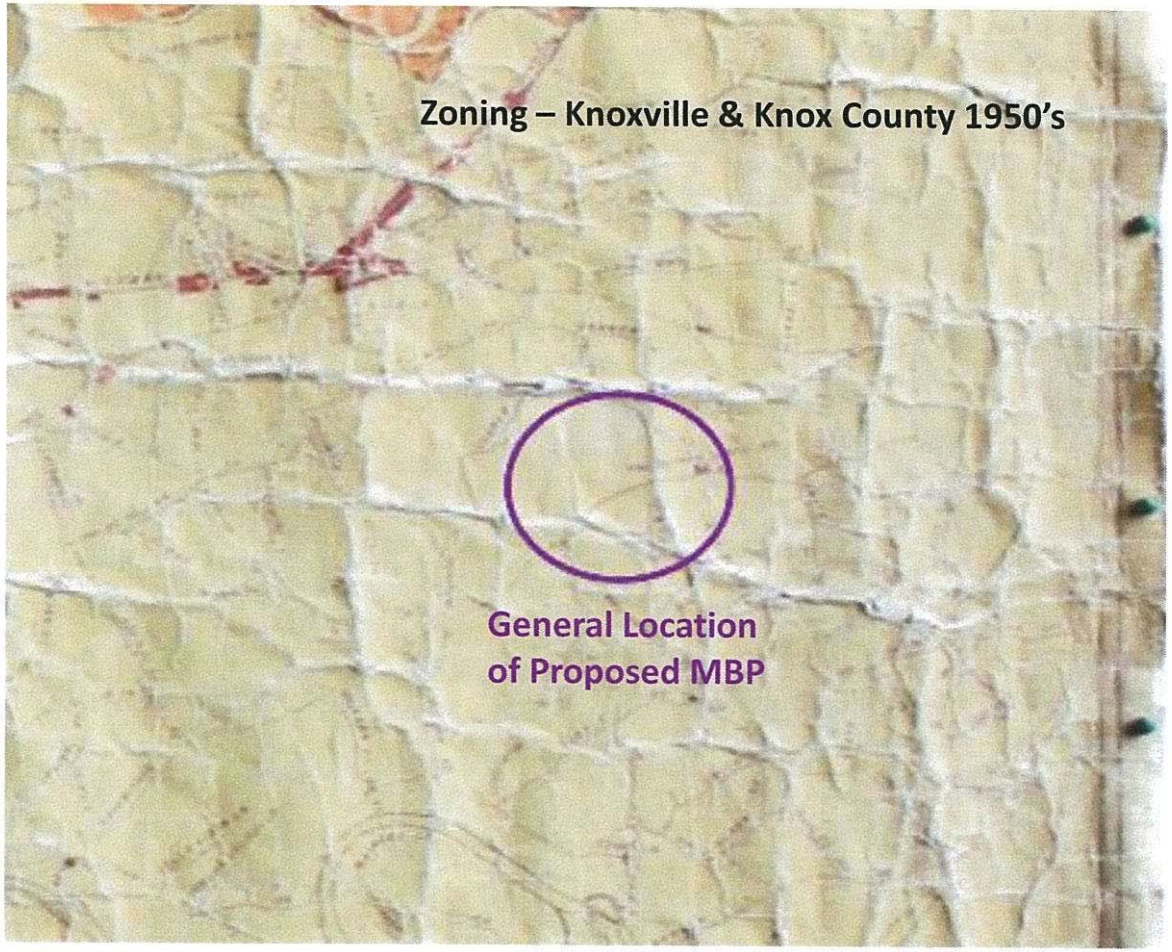


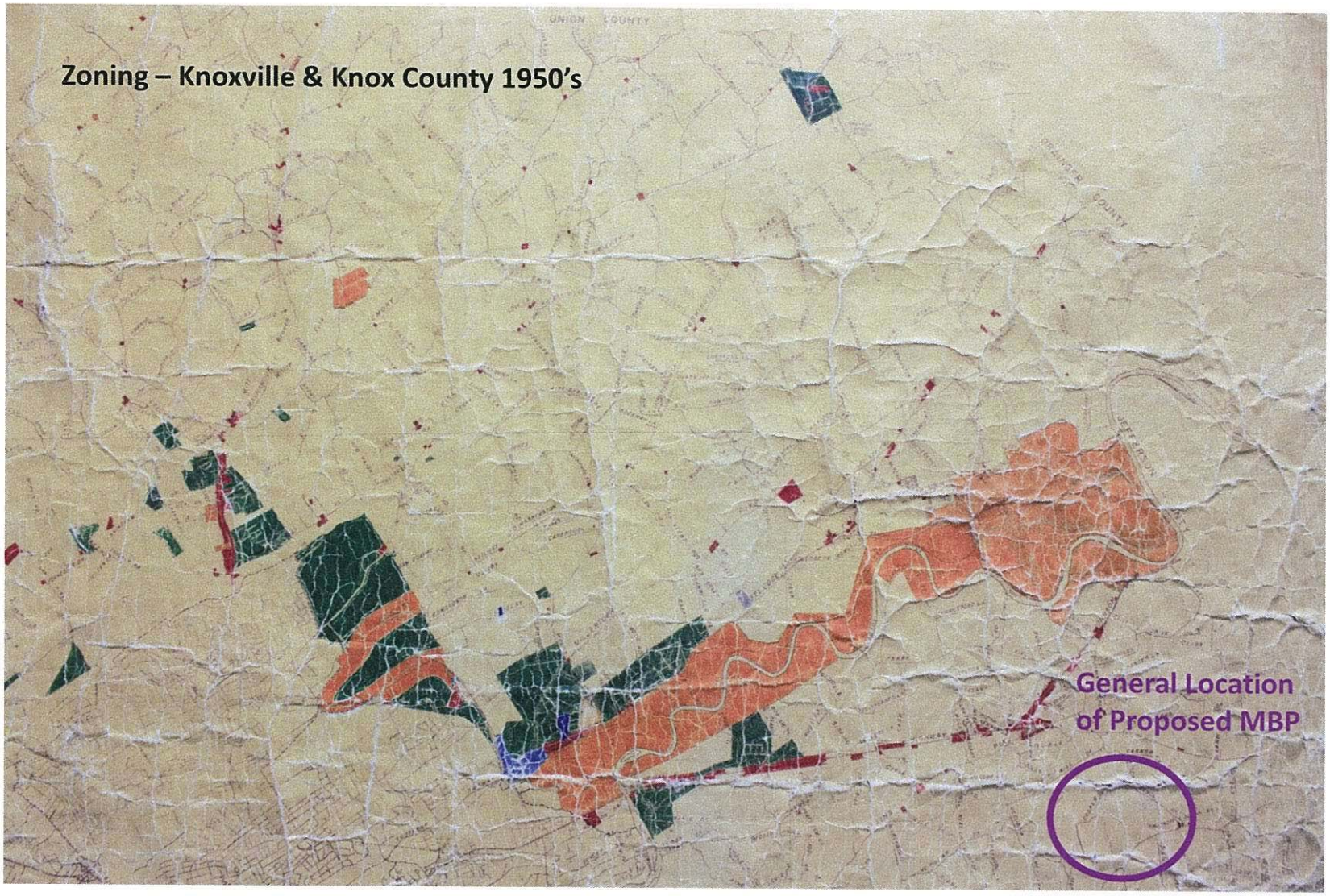
EXISTING CONDITIONS PLAN

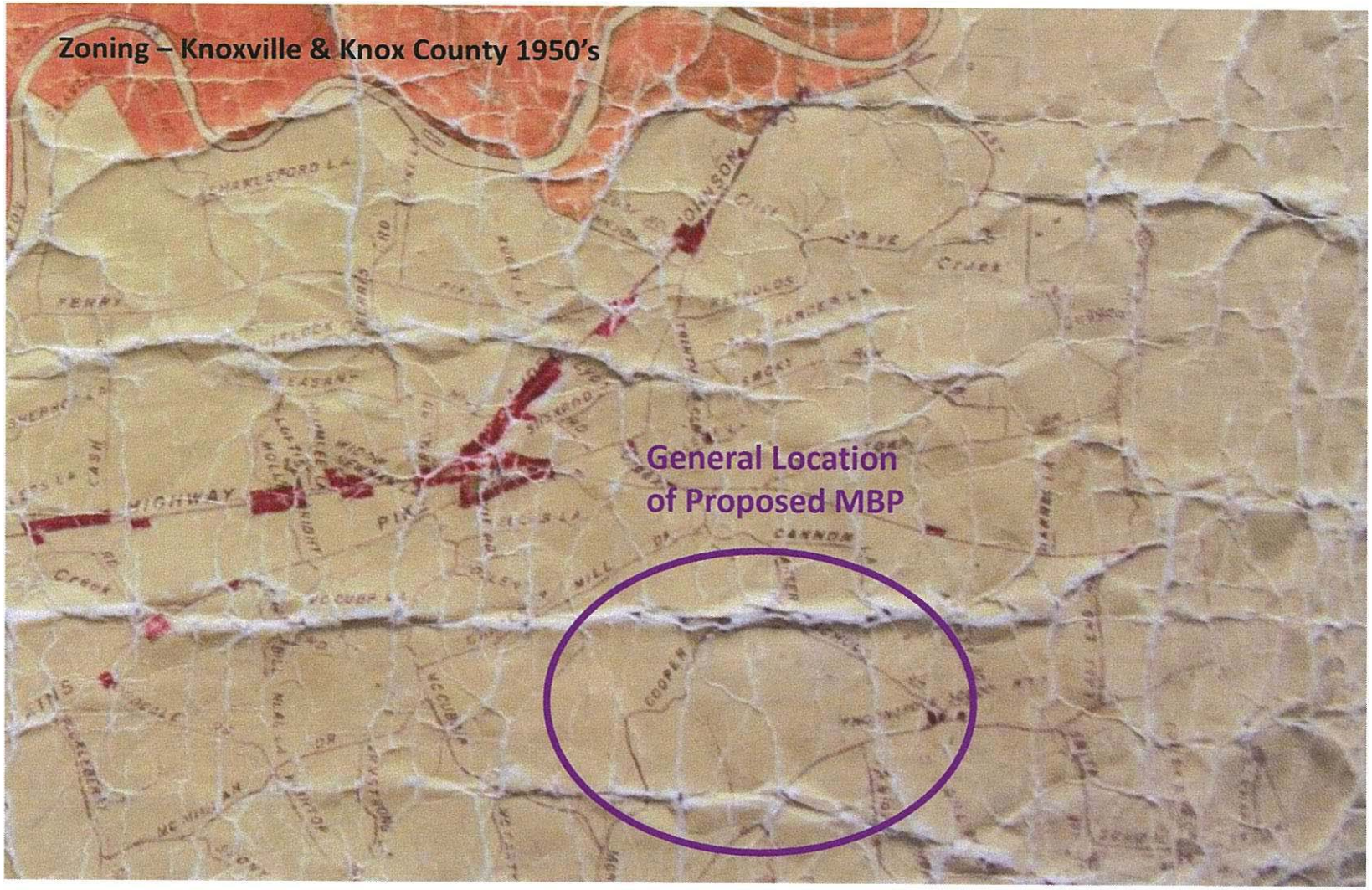
DRAFT AUGUST 20, 2015


Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP
KNOXVILLE - KNOX COUNTY


Zoning – Knoxville & Knox County 1950's
(916) RESIDENTIAL "A"
(909) RESIDENTIAL "B"
(912) ESTATES
(923) COMMERCIAL "A"
(903) COMMERCIAL "B"
(918) INDUSTRIAL
AGRICULTURAL
(934) SHOPPING CENTER
(945) TRANSITIONAL
(937) UNCLASSIFIED

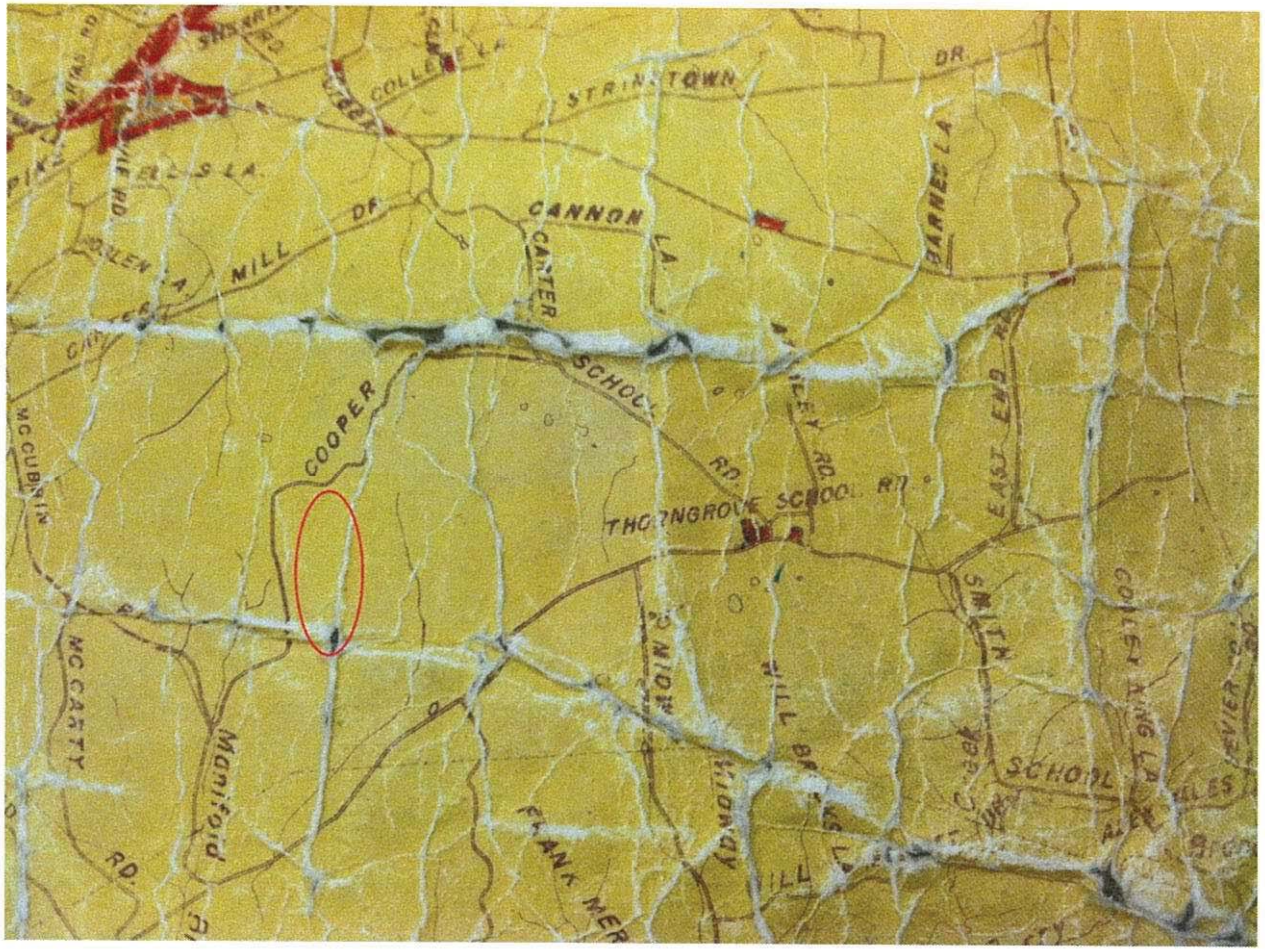

Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP

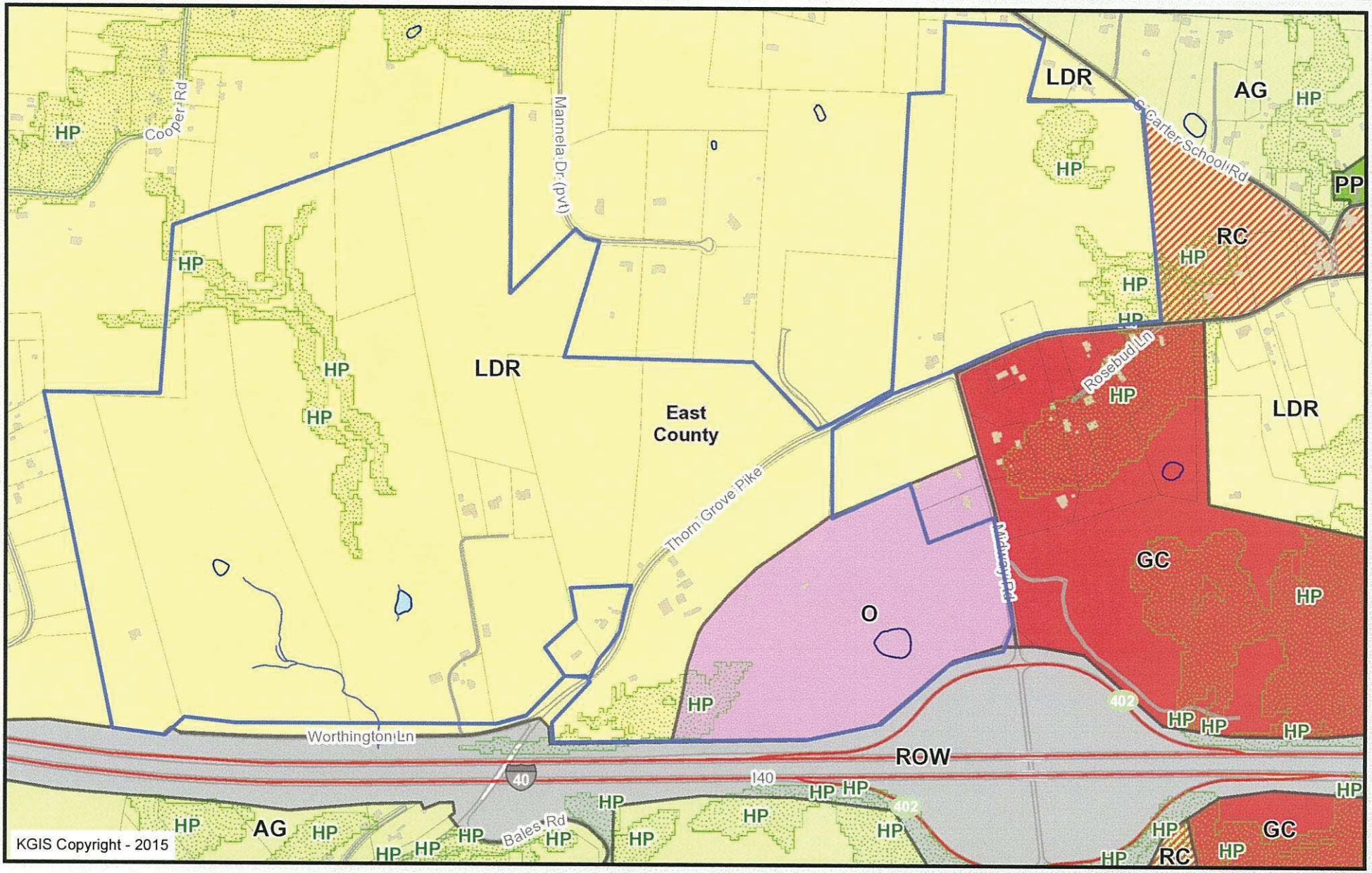

Zoning – Knoxville & Knox County 1950's
UNION COUNTY
GRAINGER COUNTY
JEFFERSON
General Location
of Proposed MBP


Zoning – Knoxville & Knox County 1950's
General Location
of Proposed MBP
JOHNSON
HIGHWAY
CANNON
COOPER

1950s Knox County Zoning Map of Midway Road Property – Agricultural Zone

[Approximate location of parcel later zoned Commercial (1976) is circled]





Present Sector Plan Land Use Designation

Proposed Midway Business Park Property

Knoxville - Knox County - KUB Geographic Information System

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0 390 780 1,560 ft

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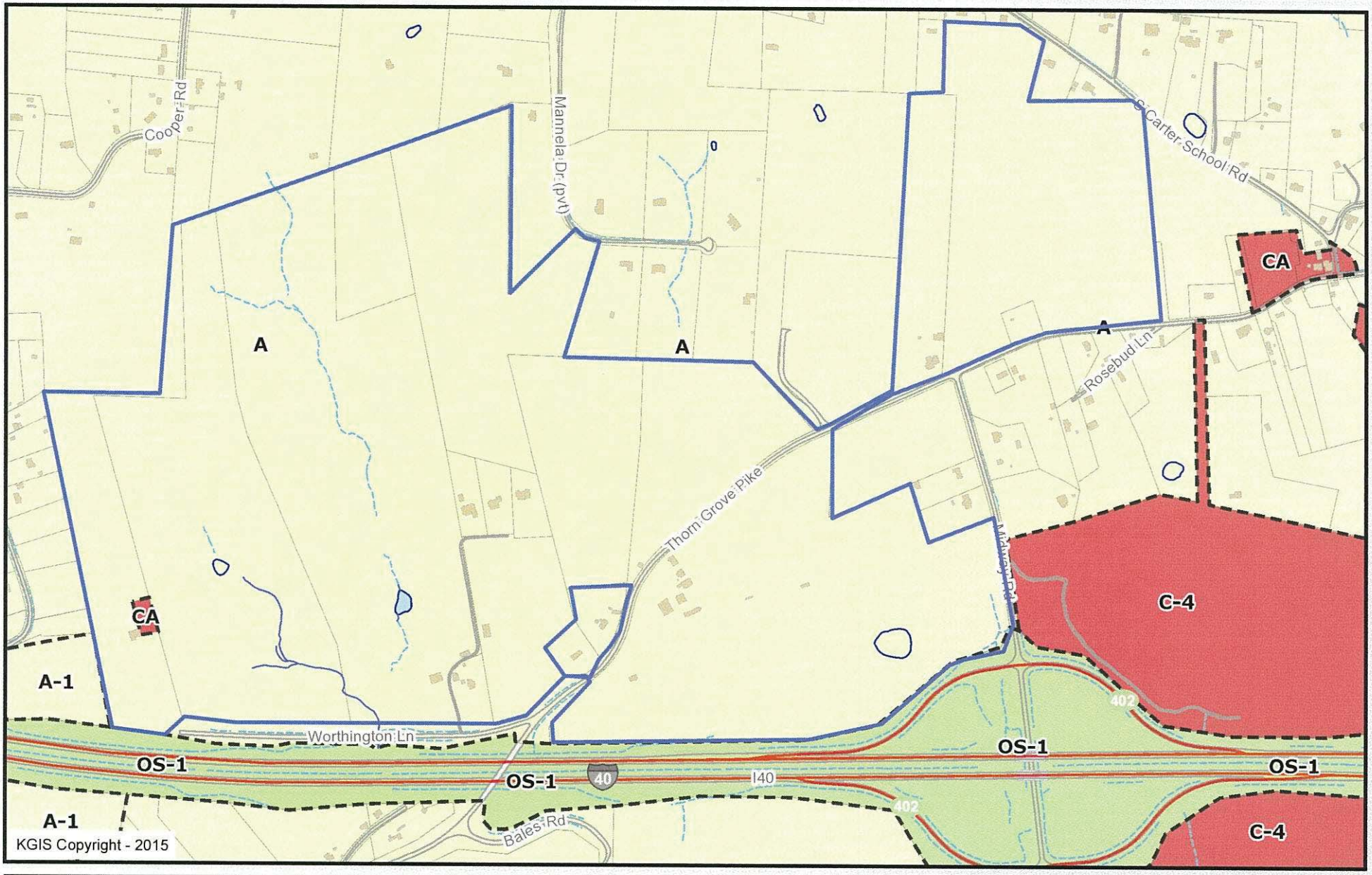

Present Zoning

Proposed Midway Business Park Property

Knoxville - Knox County - KUB Geographic Information System

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ft

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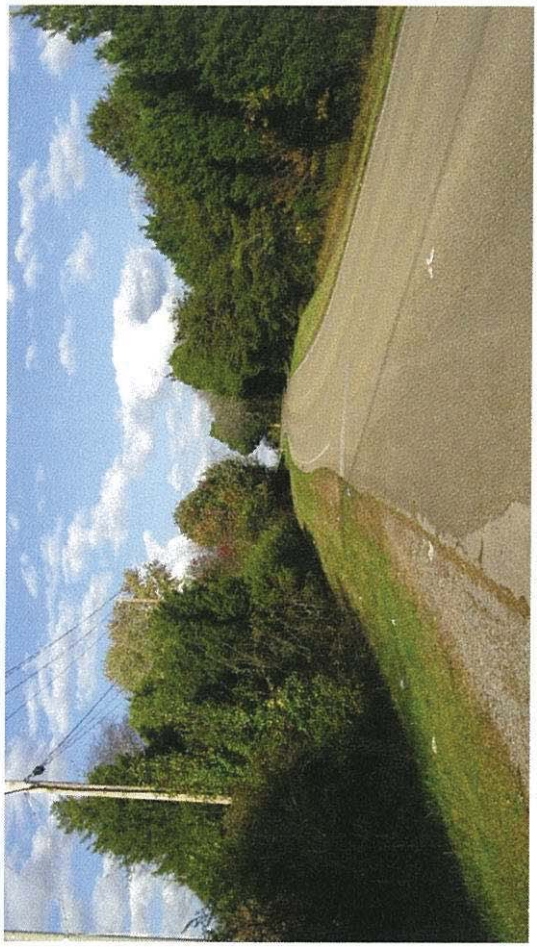
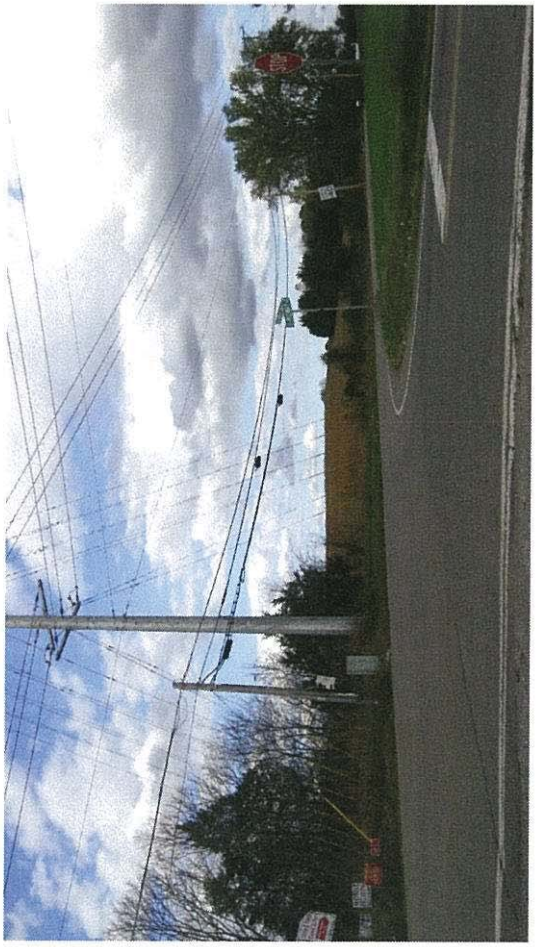
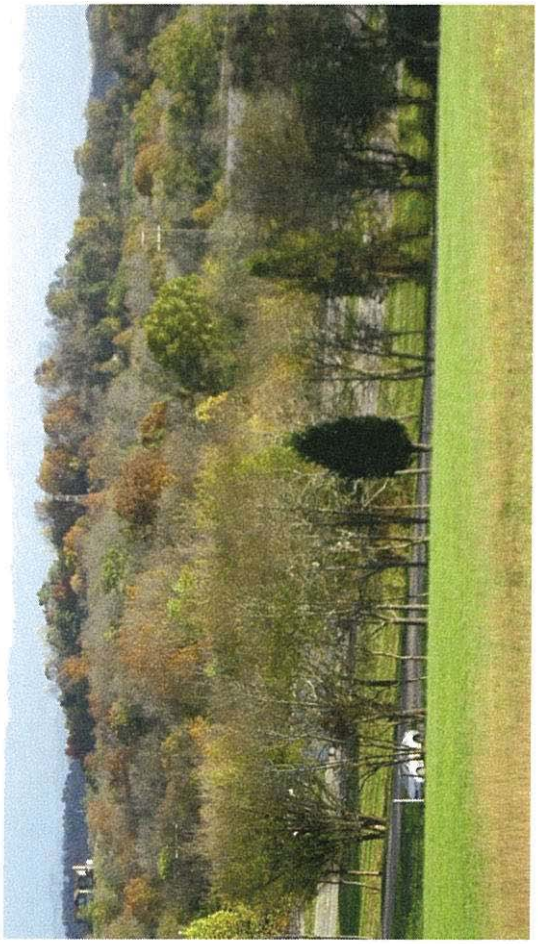
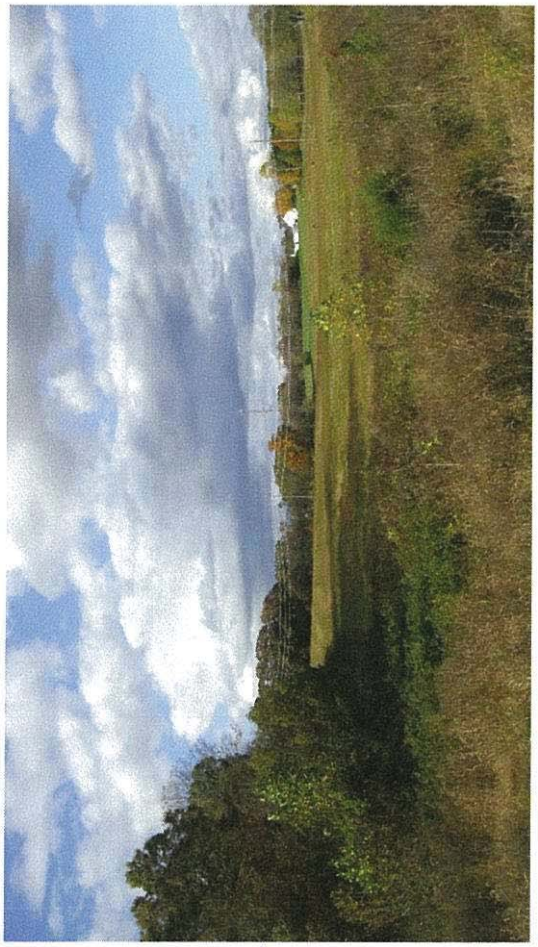
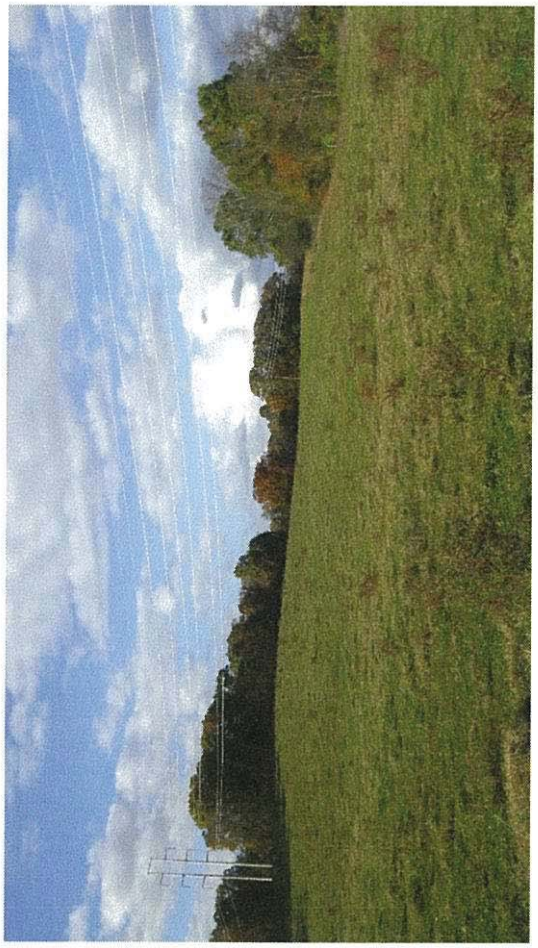


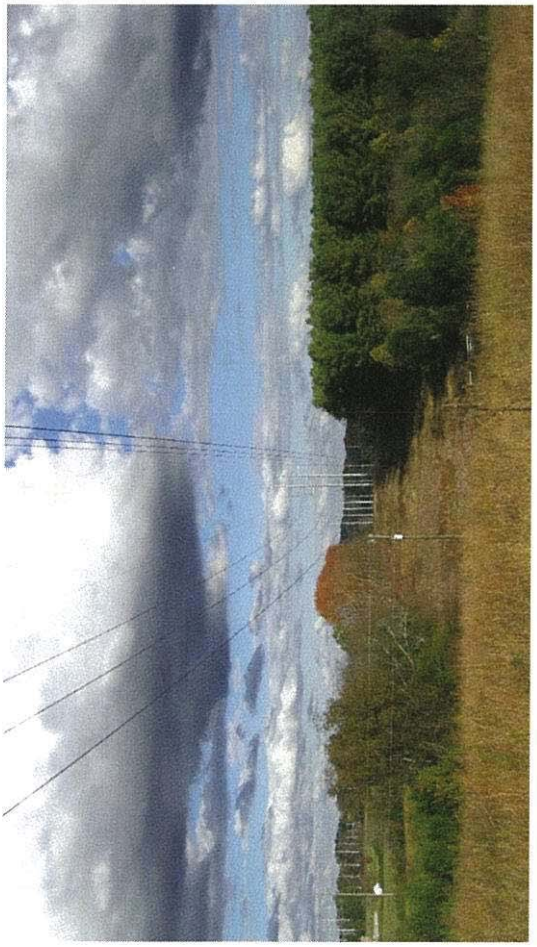


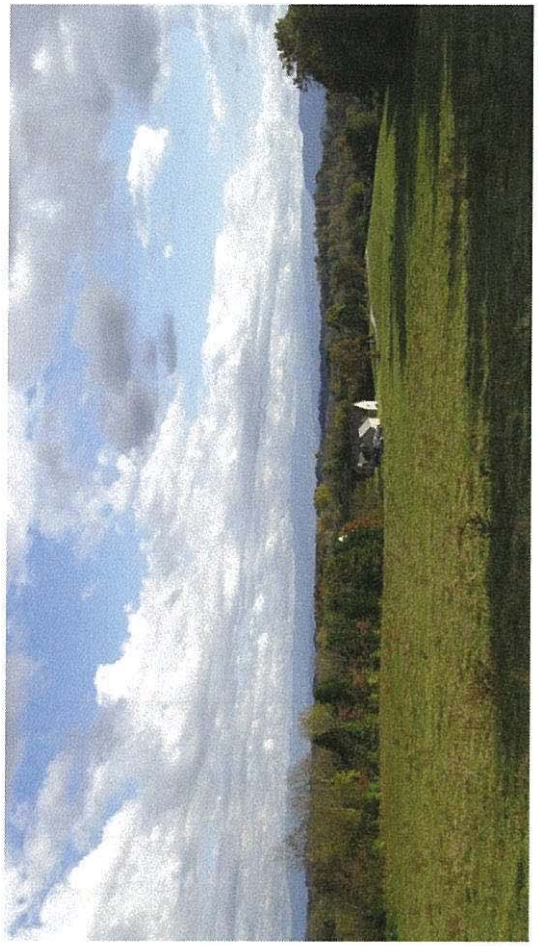
TVA

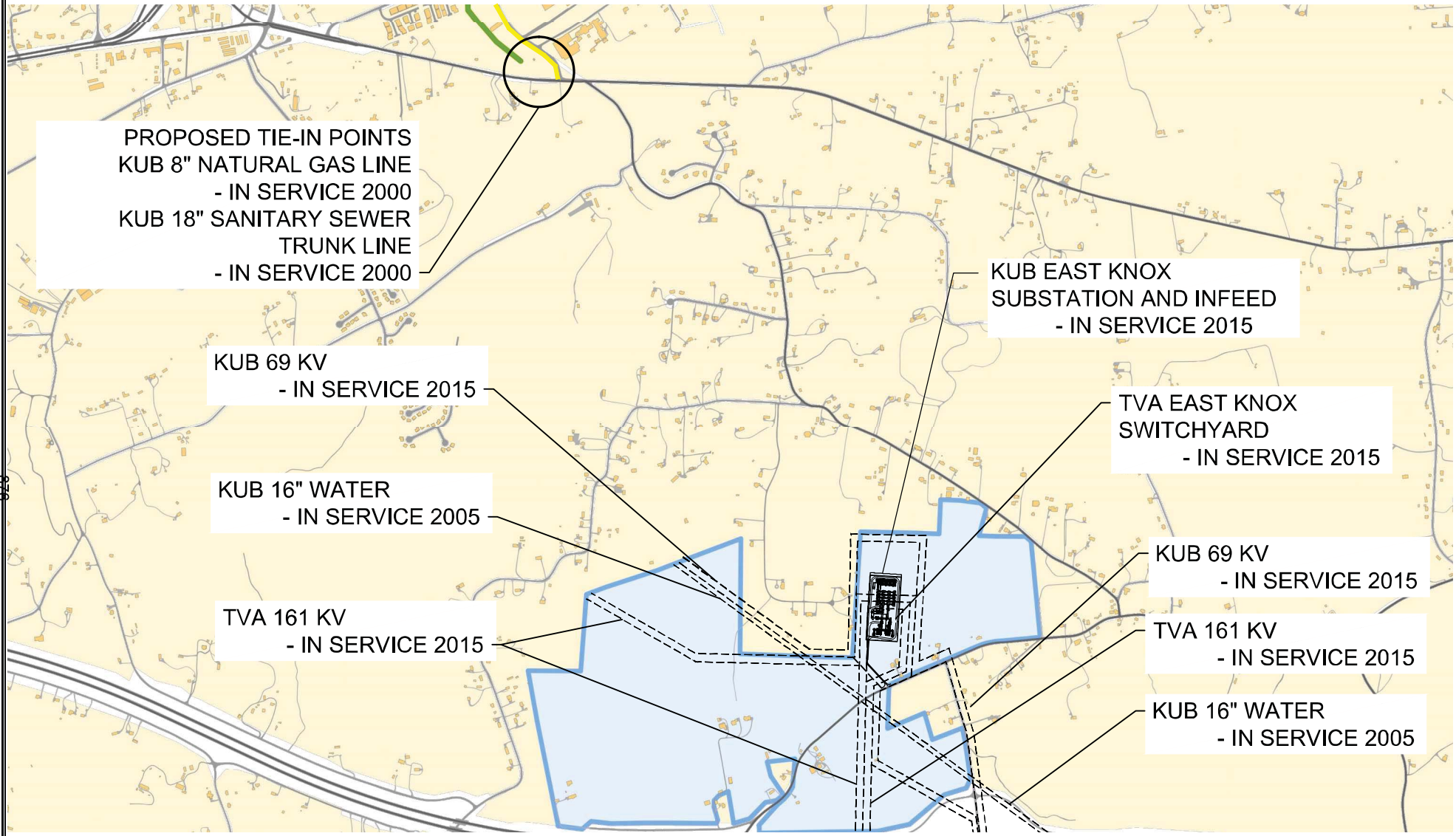












NOTE:
LOCATIONS SHOWN FOR UTILITIES
ARE ONLY APPROXIMATE, AND MAY
NOT BE TO SCALE

0 600 1200 2400 3600 4800

K:\Civil\51520-18\Data\Drawings\Easement Map 11-03-15.dwg

11/9/2015

SECTION 1
Recommended Growth Plan

The Knox County Growth Policy Coordinating Committee worked for over a year to develop a plan that complies with Public Chapter 1101, Tennessee's annexation and growth management law. This plan, which the Coordinating Committee has recommended for adoption by the governing bodies of Knox County, Knoxville and Farragut, is the result of careful consideration of proposals put forward by the three local governments, citizens, community groups and business people. The plan is based on the requirements of Public Chapter 1101; a thorough analysis of existing conditions and trends in land use, population and the natural environment; and input by citizens and detailed testimony by a wide variety of governmental service providers, including city and county departments, utility districts, emergency services and the school board.

This section contains the policy recommendations of the coordinating committee, presented in written and graphic form. The remaining sections of the document provide background information used to develop the plan.

Growth Policy Map

The Growth Policy Map (*follows page 6*) shows the recommended Rural and Planned Growth Areas for unincorporated portions of Knox County and Urban Growth Boundaries for Farragut and Knoxville. Knoxville's Urban Growth Boundary contains 47.5 square miles; Farragut's Urban Growth Boundary contains one square mile; the Planned Growth Area contains 147 square miles; and the Rural Area contains 216 square miles (*see Appendix D for more details and percentages*).

Goals

The following goals have been adapted from TN Public Chapter 1101:

- In conjunction with the comprehensive plans of Knoxville, Knox County and Farragut, provide a unified physical design for the development of the local community;
- Encourage a pattern of compact and contiguous development to be guided into urban areas and planned growth areas;
- Establish an acceptable and consistent level of public services and community facilities and ensure timely provision of those services and facilities;
- Promote the adequate provision of employment opportunities and the economic health of the region;
- Conserve features of significant statewide or regional architectural, cultural, historical, or archaeological interest;
- Protect life and property from the effects of natural hazards, such as flooding;
- Take into consideration such other matters that may be logically related to or form an integral part of a plan for the coordinated, efficient and orderly development of the local community; and
- Provide for a variety of housing choices and assure affordable housing for future population growth.

Policies

1. The Rural, Planned Growth, and Urban Growth Boundary designations of this plan shall not impair the rights of a landowner to lawfully use property in accordance the provisions of the Zoning Ordinances of Knoxville, Knox County and Farragut.

2. Rezoning decisions shall be consistent with the Growth Plan Map and policies.

3. The following policies shall apply in the Rural Area:
   3.1 The Knox County Zoning Ordinance and Zoning Map shall determine land uses permitted in the Rural Area. The rural designation shall not impede the right of a property owner to use or develop the property for a purpose permitted by that property's zoning. A land use listed in the

Zoning Ordinance as a "use on review" may be approved by the Planning Commission if they find that the proposed development complies with all applicable standards in ordinance.

3.2 Rezoning within the Rural Area shall be limited to the following zoning districts: Agricultural (A), Estate (E), Open Space (OS), Floodway (F), Planned Residential (PR at densities up to two (2) dwelling units per acre based on the site's environmental characteristics and Health Department determination of septic system capability (with exceptions noted in #3.3 & #3.5 below), Transition (T), Historic Overlay (H), Planned Commercial (PC), subject to the conditions listed below in #3.4, and Light Industrial (LI) and (I), subject to the conditions listed below in #3.6. By February 1, 2001, MPC shall deliver recommended text of new Planned Business/Industrial Park, Neighborhood Commercial and Rural Community Commercial zoning districts to County Commission for legislative action. Upon the enactment of these zoning district regulations, these new zones shall replace the PC, LI and I zones in the preceding list of zones.

3.3 Rezoning on slopes of 25 percent or more shall be limited to the following zoning districts: Open Space (OS), Estate (E) and Planned Residential (PR) at densities of one (1) dwelling unit per two or more acres. Rezonings on slopes of 15 to 25 percent shall be limited to zoning districts which have a minimum one (1) acre lot size; Agriculture (A), Estate (E), Open Space (OS), and Planned Residential (PR) on lots of one (1) or more acres are appropriate.

3.4 In rural areas, rezoning to Planned Commercial (PC) shall only be approved for commercial uses or services needed to serve rural area residents, such as food markets, convenience stores, gasoline service stations and professional or business offices. A site plan shall be reviewed and approved by the Metropolitan Planning Commission concurrently with any rezoning to Planned Commercial in the Rural Area. Such commercial facilities and rezoning shall be consistent with the Sector Plans adopted by the planning commission.

3.5 Extensions of low density residential development (densities of 1 to 3 dwelling units per acre) into the rural area shall be limited to the following conditions: (a) the property must be zoned Planned Residential (PR); (b) provision of sanitary sewer and public water services; (c) connecting collector and arterial roads from the proposed development to the Urban Growth Boundary or Planned Growth Area which meet the standards of the Knox County Engineering and Public Works Department or its successor; and (d) a traffic impact analysis demonstrating to the satisfaction of the planning commission that the effect of the proposed and similar developments in the traffic analysis zone will not unreasonably impair traffic flow along the arterial roads through the adjacent Planned Growth Area. The intent of this section is to allow extensions of low density residential development into rural areas when urban services (sanitary sewer, water, and adequate roads) become available. These areas should be reclassified "Planned Growth" when the growth plan is periodically revised and amended.

3.6 Land within the Rural area may be rezoned for business parks or industries only under the following conditions:

a.) The rezoning is consistent with the applicable Sector Plan. The Sector Plan may be amended upon recommendation of the Metropolitan Planning Commission in accordance with provisions of state law regarding adoption and amendment of regional plans.

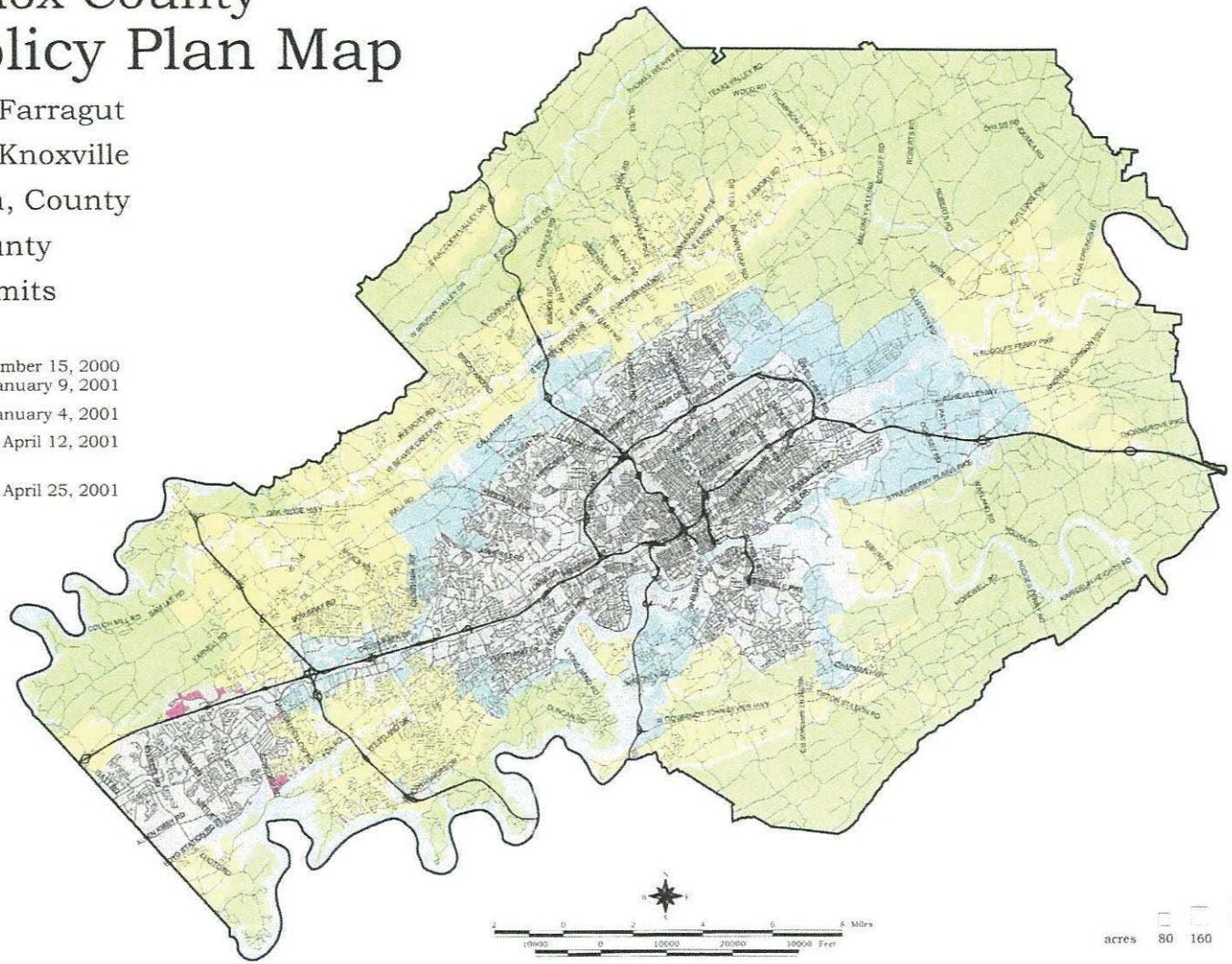
b.) Wetlands, floodways, streams, or hillside lands with pre-development slopes of 16 % or greater, as defined in Section 82-30 of the Knoxville-Knox County Subdivision

Knoxville-Knox County
Growth Policy Plan Map

- Urban Growth, Farragut
- Urban Growth, Knoxville
- Planned Growth, County
- Rural Area, County
- Existing City Limits

Adoption Dates:

Knoxville City Council:	December 15, 2000
Readoption with Revision:	January 9, 2001
Knox County Commission:	January 4, 2001
Farragut Board of Mayor and Alderman:	April 12, 2001
Tennessee Local Planning Advisory Committee:	April 25, 2001



GROWTH POLICY
COORDINATING COMMITTEE

Map produced by the
MPC
METROPOLITAN PLANNING COMMISSION

Print Date: April 27, 2001

An Inventory of Potential Sites for Business and Office Parks

Prepared by

Knoxville/Knox County Metropolitan Planning Commission

2002

Introduction

This report is an outgrowth of the interest of the Development Corporation of Knox County in identifying potential sites for business and office park development. The material in the report was originally shared with the Development Corporation in 2000 and has been updated to reflect current conditions associated with the potential sites. The report contains descriptions, photographs, parcel-based information (Appendix A includes the Tax Assessor's information regarding acreage, ownership and appraised values), and a printed color map depicting development constraints. A countywide map that depicts the potential sites in relation to existing land use is contained in the back pocket. Additional mapped information about each site can be found on the Knox County's Geographic Information System website www.kgis.org/knoxnetwhere. That website has aerial photographs, zoning information and other attributes, which may be of interest in learning more about a potential site.

The location principles that were used in identifying the potential business and office park sites are presented on the following page (see Exhibit 1). Some of the sites have potential for other development than business or office parks. Large, relatively level sites with appropriate infrastructure, which are the characteristics of many of the locations, could be used for a variety of projects, including such mixed use development as housing, office and commercial uses. The potential sites have been considered in recent sector planning and many of them are depicted for industrial or office uses in the proposed land use plans.

Exhibit 1: Business and Office Park Location Principles[1]

Appropriate Terrain

- Relatively level sites for business parks , with significant areas having slopes less than 6%
- Rolling terrain (with slopes up to 15%) acceptable for office parks
- Sites not subject to flooding

Sufficiently large vacant land areas and range of locations

- Vacant and agricultural land (generally over 100 acres and mainly composed of parcels of 20 or more acres)
- A range of modestly sized to large areas, widely distributed throughout the county to accommodate a variety of economic development needs

Compatibility with surrounding uses

- In the case of business parks, avoid adjacent low density residential neighborhoods
- Avoid locations where truck and automobile traffic generated by the businesses would have to go through residential areas

Transportation access

- Locations with good freeway or arterial highway access (sites generally within two miles of a freeway or with access to a four-lane arterial highway leading to a freeway)
- To provide a range of choices, consider business park locations with rail access
- In the case of office parks, consider airport access
- Range of locations in consideration of access by work force

Availability of utilities

- Sanitary sewer and natural gas should be available or potentially available at reasonable cost
- Water and electricity (generally a given in Knox County)
- Digital, fiber-optic or similar technology

Other considerations

- Recognizing that some businesses want high visibility for public relations purposes, consider freeway-oriented locations (particularly with office park sites)
- In the case of office parks, locations with or near open space and recreation resources

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[1] Sources: Consultation with Doug Berry, Director, Community Development Department, City of Knoxville; and Melissa Ziegler, Director, and Doug Lawyer, Development Manager, The Development Corporation of Knox County, 1999-2000.
E. Kaiser, D. Godschalk and F. Stuart Chapin, *Urban Land Use Planning*, 1995.
Urban Land Institute. *Business and Industrial Park Development Handbook*, 1988.
Urban Land Institute. *Office Development Handbook, 1998.*

The process involved in identifying the sites included the following:

1. Review of existing land use, identifying agricultural and vacant land.

2. Review of slope map, identifying areas with slopes under 6% (particularly good for business park development) and areas with slopes of 6-15% (more marginal for business park development, and potentially suited for office park development).

3. Examination of land zoned for industrial and business park purposes (excluding areas already developed for such purposes).

4. Review of land planned for industrial and business park purposes (i.e., sector plans).

5. Identification of areas where sanitary sewer systems are in place or likely to be extended in the next decade.

6. Examination of existing and planned transportation systems, particularly looking at sites near freeways and major arterial roads.

7. In view of the preceding information, identification of potential sites that could serve business park, office park and industrial redevelopment purposes.

8. Meetings with county and city economic development staff (Doug Lawyer and Doug Berry) to go over the series of maps and the potential sites that would be further examined.

9. Presentation of the potential sites to the Development Corporation in the spring of 2000.

10. Updating the list of potential sites and related information based upon Development Corporation staff input, development of sites in the past two years, and information gathered from recent sector planning.

Potential Business Park Sites

The following sites, labeled BP-1 through BP-16, were identified in consideration of the location principles that were previously outlined.

BP-1

Size: approximately 111 acres

Location: Oak Ridge Highway/Higdon Road

Existing and Surrounding Land Use
A wooded hillside, composed of large parcels (most of which are undeveloped), and a demolition landfill are to the west of this site. A railroad line and Oak Ridge Highway form the northern boundary with rural residential development and a former landscape nursery on the opposite side of the highway. Beaver Creek and a wooded hillside are to the east. A half dozen houses sit on large lots to the south of the property.

Availability of Utilities
West Knox Utility District has water and sewer jurisdiction. Sewage pump stations are near Qualpro at Pellissippi Parkway and at the Wexford Downs subdivision off Oak Ridge Highway. A connection to one of those pump stations would likely be necessary to provide sewer services. KUB provides natural gas in the area.

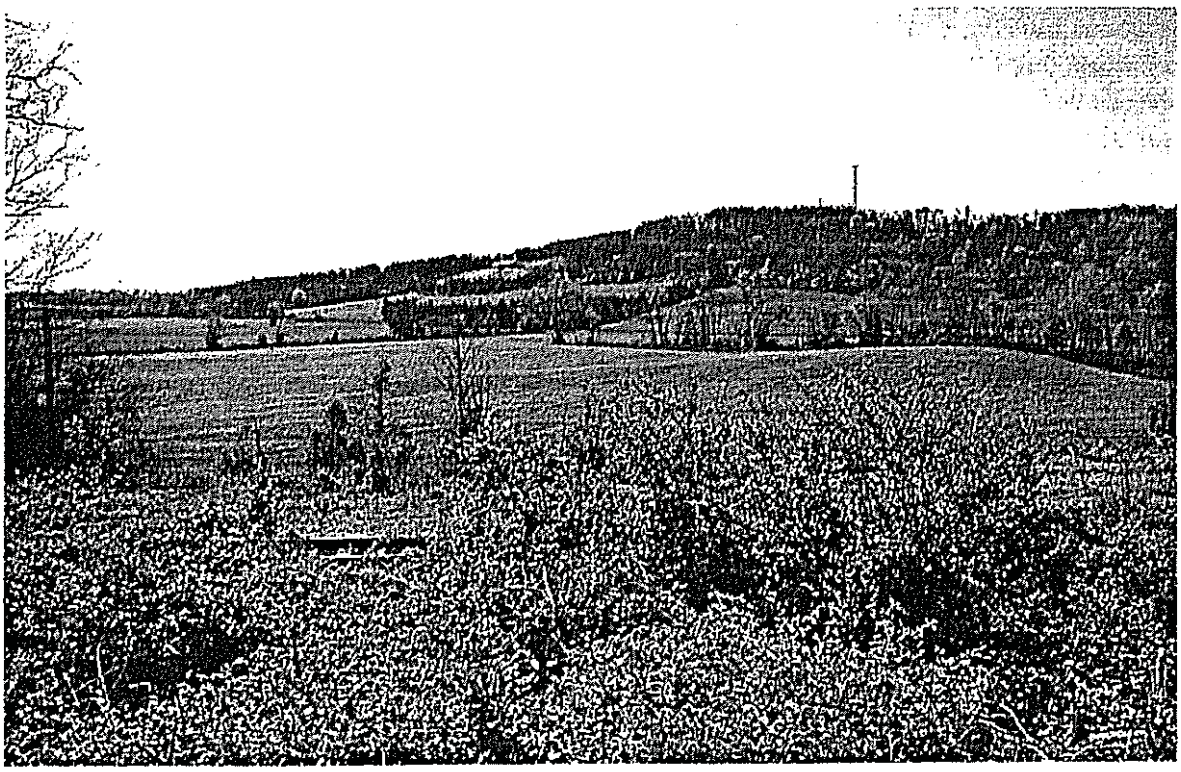
Development Constraints
Between 50 and 60 percent of the land is relatively level (that is, under 6 percent slope). Another 30 percent of the site is characterized by rolling terrain (6 to 15 percent slopes). A small knob with slopes greater than 15 percent forms the northeast corner of the site. Beaver Creek adjoins the site; its floodplain is very narrow and should not pose development constraints. There are sinkholes and caverns in this section of Knox County. It would be prudent to investigate subsurface geologic formations if this site is to be purchased for business park purposes.

Transportation Access
A CSX rail line adjoins the site on the north. Oak Ridge Highway is a two-lane arterial. It is proposed to be improved to a four-lane arterial in the Long Range Transportation Plan with the year 2010 being the target date. The foremost concerns regarding access to the site are turning movements from Oak Ridge Highway, including the connection back to Pellissippi Parkway. These are severe problems that would have to be addressed to facilitate vehicular movements from this location.

Proposed Land Use and Zoning
The Northwest County Sector Plan identifies most of the tract for industrial land uses with a small portion identified as a slope protection area. Industrial zoning exists along the railroad corridor, while the remaining portion of the tract is zoned agricultural.

Other Considerations
Three parcels comprise most of the potential site. They range in size from 32 to 61 acres.

The orange route of the proposed regional beltway is depicted as crossing this site.



Site BP-1 as seen from Oak Ridge Highway.

BP-16

Location: I-40/Midway Road

Size: approximately 255 acres

Existing and Surrounding Land Use
The site is used for agricultural or rural residential purposes. The surrounding land use is similar.

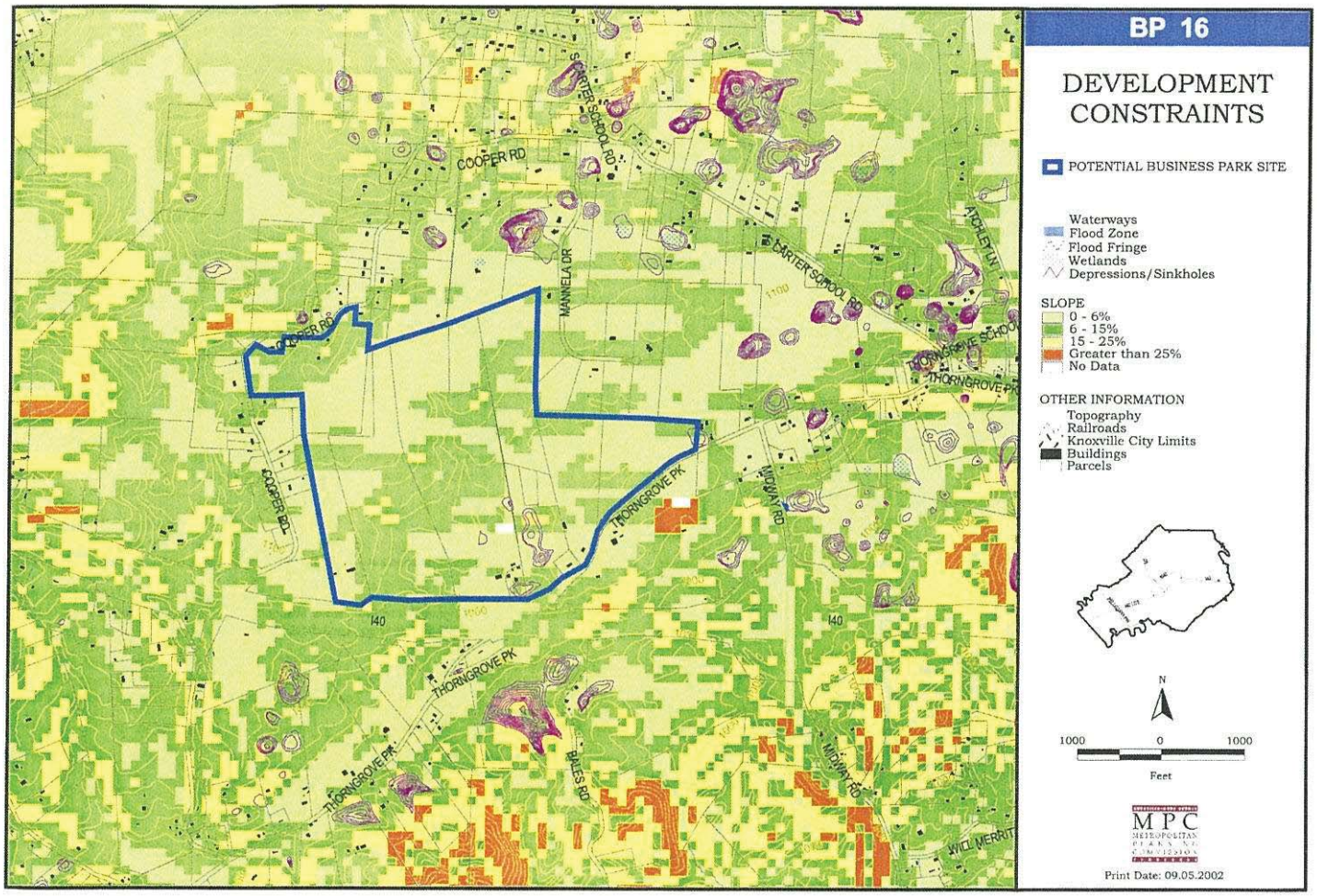
Availability of Utilities
The Knoxville Utilities Board has jurisdiction for utility services. There are no sewer services in the area at this time.

Transportation Access
The location is within one-half mile of the interstate interchange.

Development Constraints
The area is characterized by Karst terrain with limestone and related formations within close proximity of the surface. There are several sinkholes in the area.

Proposed Land Use and Zoning
Portions of the site closest to the interstate are proposed for office development in the East County Sector Plan. The area north of Thorngrove Pike has been proposed for low density residential uses. Although there have been rezonings for commercial uses in the area, almost all the parcels associated with the site are zoned agricultural.

Other Considerations
In creating the sector plan, citizens expressed concerns about a business park and wanted less intense uses near the interchange and in the surrounding countryside. Considering citizens' concerns and as a means to foster economic development, the areas closest to the interchange were proposed for office development in the East County Sector Plan.


BP 16
DEVELOPMENT CONSTRAINTS
POTENTIAL BUSINESS PARK SITE
Waterways
Flood Zone
Flood Fringe
Wetlands
Depressions/Sinkholes
SLOPE
0 - 6%
6 - 15%
15 - 25%
Greater than 25%
No Data
OTHER INFORMATION
Topography
Railroads
Knoxville City Limits
Buildings
Parcels
N
1000
0
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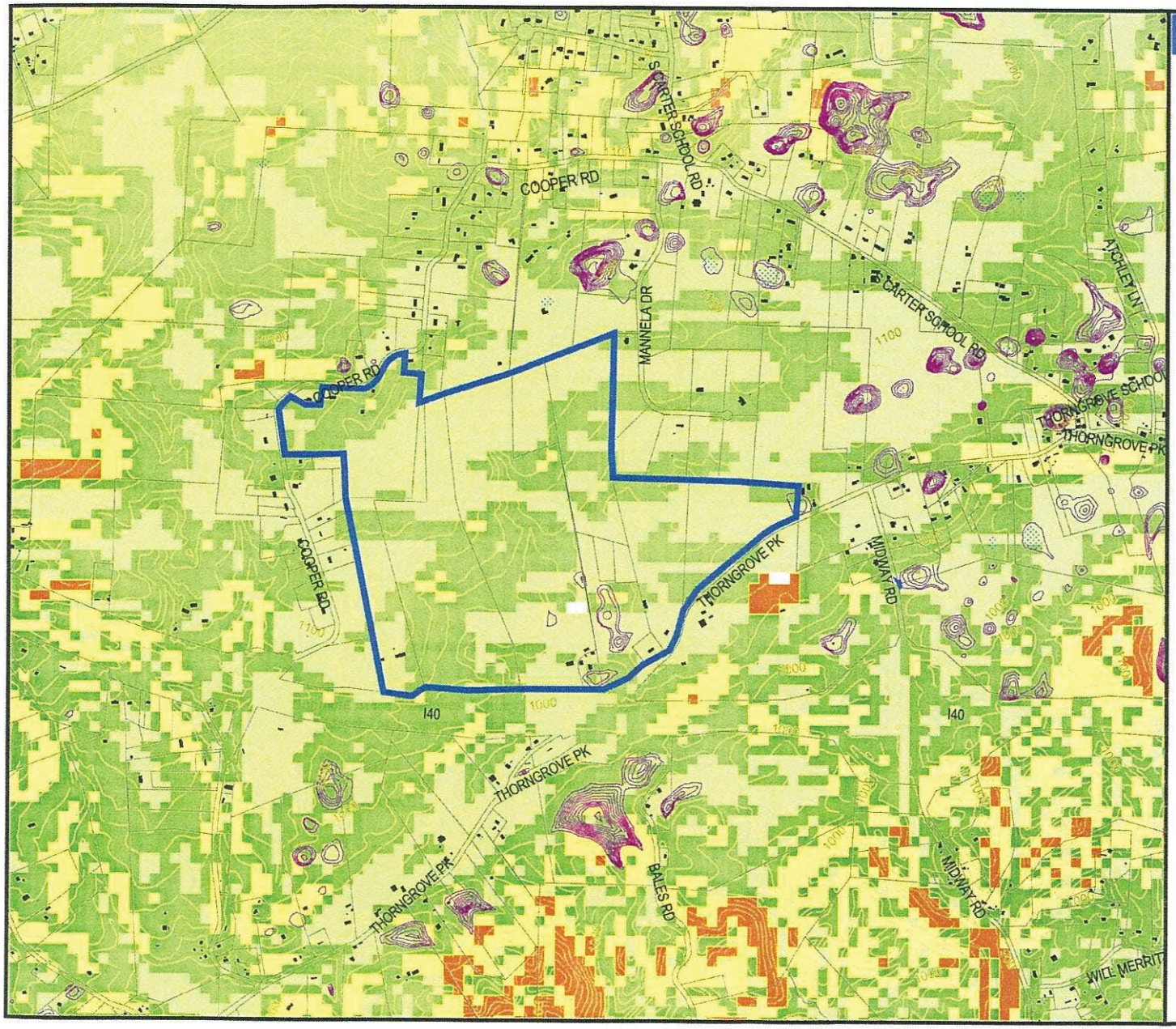
Feet
MPC
Print Date: 09.05.2002
COOPER RD
CARTER SCHOOL RD
MANNELA DR
THORNGROVE PK
MIDWAY RD
BALES RD
ATHLETIN
140



BP 16

DEVELOPMENT CONSTRAINTS

POTENTIAL BUSINESS PARK SITE

Waterways
Flood Zone
Flood Fringe
Wetlands
Depressions/Sinkholes

SLOPE
0 - 6%
6 - 15%
15 - 25%
Greater than 25%
No Data

OTHER INFORMATION
Topography
Railroads
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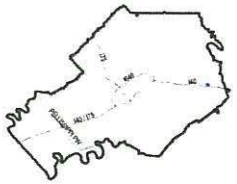
Buildings
Parcels



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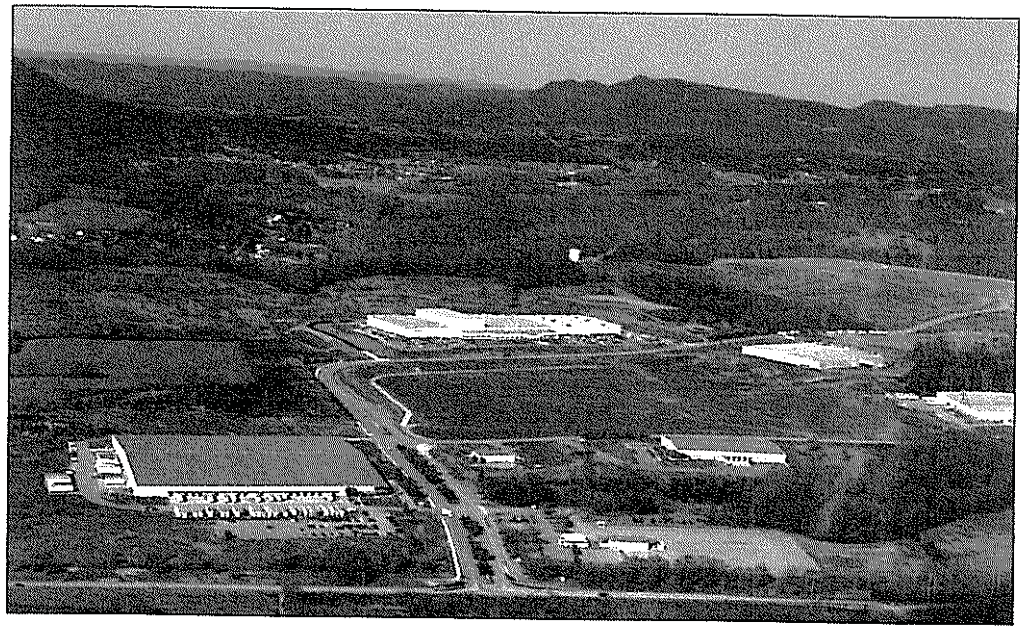
MPC
METROPOLITAN PLANNING COMMISSION

Print Date: 09.05.2002

Potential Locations for Business Park Development



October 2005

Prepared for the Development Corporation of Knox County
by The Knoxville/Knox County Metropolitan Planning Commission

Introduction

The Development Corporation of Knox County requested that Knoxville/Knox County Metropolitan Planning Commission (MPC) staff examine potential business park sites throughout the county. The Development Corporation has realized that the inventory of such land is severely limited. This report is an update to the 2002 report entitled, *Inventory of Potential Sites for Business and Office Parks*, and concerns potential business park sites only.

Knox County is comprised of 336,582 acres. MPC conducted a thorough analysis (*see Appendix A*) of the county's land resources using a Geographic Information System model and identified 42,288 acres (or 12.6%) of total land for potential business park sites. Of this acreage, 15 sites comprising 3,647 acres (or 9% of the initially studied terrain) were viewed as most suitable for new business park development. The criteria used in identifying the most suitable sites were similar to the standards of the previous study[1]:

Appropriate terrain

- Relatively level sites for business parks, with significant areas having slopes less than 6%
- Sites not subject to flooding

Large vacant land areas and range of locations

- Vacant and agricultural land (generally over 100 acres and mainly composed of parcels of 20 or more acres)
- A range of modest to large areas to accommodate a variety of economic development needs

Compatibility with surrounding uses

- Areas that would avoid adjacent low density residential neighborhoods
- Locations where truck and automobile traffic generated by the businesses would not have to go through residential areas

Accessibility

- Locations with good freeway or arterial highway access (sites generally within two miles of a freeway or with access to a four-lane arterial highway leading to a freeway)
- Consideration given to locations with potential rail access
- A range of locations to be supported by a widely distributed work force

Availability of utilities

- Sanitary sewer and natural gas should be available or potentially available

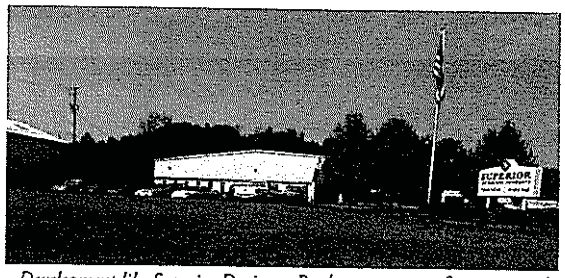
Many factors, such as existing residential subdivisions, lack of utilities, steep topography and inadequate transportation systems, constrain the potential location of business parks within Knox County. Such factors, individually or combined, drastically reduce the acreage that can be considered as best suitable for business park locations.

During the process, it became evident that undeveloped land suitable for business park development is relatively confined to the fringes where suburban and rural areas meet. Most of the locations identified are well positioned in relation to highway systems and have a reasonable service potential for other infrastructure. Sewer line extensions may require significant initial expenditures, though. Northeast Knox County has fairly level topography, creating the potential for business park development, although the distance to freeway and sewer utility systems precluded its consideration for potential sites at this time.

Recommended policies and other considerations for business park development

In addition to the identification of potential business park sites, several other points were raised in this study and should be considered toward enhancing overall economic development and better use of scarce land assets.

- **As a Development Corporation policy, it is recommended when land is purchased for business park development that light manufacturing, technology-based and related production enterprises be targeted to realize greater employment and higher wages in Knox County.** Such uses have significantly greater numbers of employees per acre than trucking and distribution facilities, and the payroll is typically greater.
- **The development of the Knoxville Beltway (the Orange Route) will open additional lands in Anderson County and north Knox County to potential business park development. A critical point is a potential interchange in the Heiskell vicinity.** An interchange, along with widening of the railroad underpass, would be significant in realizing job economic development in this area. The area that is situated west of the railroad (parts of Knox and Anderson Counties) presents considerable opportunities for business park development.
- **The Development Corporation should look to infill development and expansion of the buildings in older industrial parks as another facet of economic development strategies.** Because of its infrastructure (street, railroad and utility systems), Forks of the River Industrial Park and surrounding areas are particular candidates in this regard.
- **Some highway corridors, such as John Sevier Highway (north of the river) and Asheville Highway, have potential to be developed as "business park corridors," where infill development and redevelopment opportunities should be comprehensively pursued.** Design standards should be created for such corridors, addressing sign control, landscaping, setbacks and related aspects of building and site design. The standards set forth by Westbridge Business Park should be used as an example to guide this type of corridor development. The purchase of vacant, underutilized buildings and undeveloped land should be considered in relation to the market niche for certain sized operations.



Development like Superior Drainage Products sets a tone for a potential corridor business park along John Sevier Highway.

[1] *Sources: Consultation with Todd Napier, Development Corporation of Knox County, 2005. E. Kaiser, D. Godschalk and F. Stuart Chapin, Urban Land Use Planning, 1995. Urban Land Institute, Business Park and Industrial Park Development Handbook, 2001.*

- **Redevelopment of antiquated and unused industrial properties should also be pursued.** This strategy is actively being pursued in the Interstate 275 corridor. The reuse of mining properties in the Mascot area is another opportunity. This includes such sites as the former extraction area west of Mine Road and business park development above the zinc mine areas once mined through ASARCO. In some of these cases, environmental concerns will have to be addressed as part of the redevelopment process. A separate report, ***Potential Sites for Industrial and Commercial Redevelopment in Knoxville's Empowerment Zone*** (2002), provides an overview of 'brownfield' and other underutilized industrial sites in Central Knoxville.

Committing to land and infrastructure costs

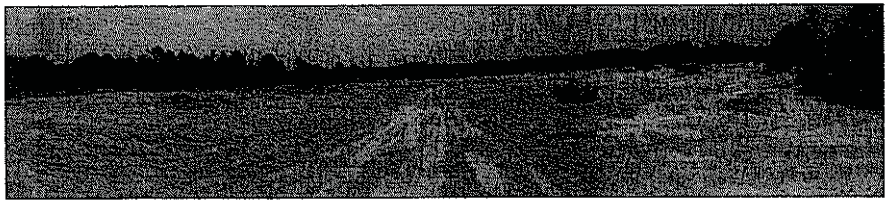
The constraints to business park development are formidable. Commitment must be given to the creation of the necessary infrastructure such as sewer extensions and adequate road connections to the interstates. A comprehensive program to purchase land for both short and long range business park development should be pursued.

As seen in recent years, many potential sites are being developed as residential subdivisions. The competition for development of level sites, which can be served by sewer and adequate roads, is significant. The Development Corporation and Knox County's long term economic growth would benefit by targeting specific sites and proceeding with land acquisition.

Since the amount of land suitable for business park development continues to shrink, MPC staff recommends new approaches for acquiring and developing business parks be explored through the implementation of methods such as land banking, transportation and economic development planning, and brownfield redevelopment. Details about these methods are as follows:

Land Banking

Land banking is the practice of acquiring land and holding it for future development. A number of cities and economic development organizations have created land banking programs not only for greenfield development, but also for brownfield redevelopment. The objective is to create a portfolio of properties which are reserved for both short and long term economic development purposes. The array of parcels can include strategic individual parcels or an assemblage of land for business or industrial parks. Along with most of the sites in this report, the I-275 corridor has potential sites for land banking. Specific areas to be considered are:



The tailings site in Mascot is a good example of a former mining operation which could be made into an economic development asset.

Midway Road Area
There are large tracts of land at the northern terminus of Midway Road. This area currently lacks sewer, but will develop quickly once utilities are extended. Business park development would offer significant job creation and, potentially, lower impact development than other scenarios (such as the intense commercial development at the Sevierville interchange).

I-275 Corridor
The former Brookside and Hackney sites and the remaining portions of the Coster Shop yards are recommended as primary redevelopment sites. Additionally, smaller parcels should be pursued, particularly with some rights-of-way closure and acquisitions to create good access along the corridor.

Raccoon Valley Road Area
The proposed Orange Route is to be located near the western border of Knox County, along Raccoon Valley Road. The Tennessee Department of Transportation (TDOT) has discussed the possibility of locating an interchange in this area, which will spur future development. As noted above, the area west of the railroad has terrain that would be conducive to business park development.

Infrastructure and Economic Development

Transportation and utility improvements are needed to foster the viability of a number of business park sites. As mentioned earlier, planning and economic development coordination will help to develop transportation plans that recognize economic development opportunities.

Knoxville Beltway (Orange Route)
The development of this beltway will open additional lands in Anderson County and north Knox County to potential business park development. Again, an area of interest is the potential interchange in the Heiskell vicinity. This interchange, along with the widening of the railroad underpass, would be significant in promoting economic development.

East I-40 corridor
Several potential business park sites have been identified in the Midway Road interchange area. While sewer is the foremost need in unlocking the economic development potential, various road improvements are also required. Connecting and improving to Worthington Drive, McCubbins Road and Wooddale Church Road would facilitate other potential business park development between the Strawberry Plains and Midway interchanges.

The Eastbridge and Mascot areas
Andrew Johnson Highway, Strawberry Plains Pike and Rutledge Pike provide potential access to reach the industrial properties in this area. However, those routes are not directly tied to the sites and tend to run westward to interchanges several miles away. A new link, which flows more directly south to I-40, should be considered to improve the viability of marketing hundreds of acres of potential industrial property in and around the Mascot/ Eastbridge area.

Northeast Knox County
The most level land areas, which could serve a variety of purposes such as farming, are the large tracts in Northeast Knox County. A beltway (the routing is undetermined) has been considered as a long range project to better link I-40/81 to I-75. The implications for economic development would be significant if such a decision is made. As part of the process, utility improvements and land use planning should be undertaken concurrently with transportation planning.

Primary Sites

The following 15 sites were identified as having significant potential for business park development. The background material for each site includes parcel identification, acreage, utility providers, transportation, land use plan and zoning information. Observations from field visits and sector plans are also recorded, and aerial photographs and slope analysis maps are provided for a better understanding of each potential site.

In viewing the maps, please note that more than one site is occasionally depicted on a page.

General Recommendations

The following general recommendations should be used in making decisions regarding the development of the sites:

- Attention should be given to protecting water resources, including adequate buffers to streams and rivers. The Development Corporation should work with the county's engineering staff to develop state of the art, low impact development practices that meet state and county regulations.
- Business park sites abutting residentially zoned or used property should establish a solid buffer of evergreen trees and shrubs to screen adjacent properties.
- All signage should be monument style, eye level, and consistent with the color and character of the proposed buildings in the business park.
- The conservation of existing trees, particularly as buffers to neighboring development, should be accomplished with site planning and development. Entire clear-cutting of a site for development is discouraged.
- Linkages to greenway trails should be provided to and through business park sites.
- Community involvement in the planning and design process should be thorough.

Reference Number:	6 East County
Parcel(s) ID:	074 097 (85 acres); 074 039 (65 acres); 074 040 (47 acres); 074 096 (31 acres); 074 044 (29 acres); 074 095 (29 acres); 074 051 (24 acres); 074 09601 (20 acres); 074 041 (19 acres); 074 047 (14 acres); 074 094 (14 acres); 074 098 (9 acres); 074 042 (8 acres); 074 100 (1 acre); 074 099 (1 acre)
Acres:	396 acres
Utility:	KUB has jurisdiction for electric, gas, sewer (would have to be extended to make this a viable site), and water
Transportation:	The site is positioned just north of Interstate 40, with Thorn Grove Pike to the east and a small section of Cooper Road to the west. Access to Interstate 40 is provided southeast of the site along Midway Road
Existing Land Use:	Largely undeveloped and rural agriculture with 14 single-family homes and structures.
Surrounding Uses:	The site is bordered by single-family homes along Cooper Road. The remaining uses surrounding the site are rural agricultural with single-family homes. North of the site is Mannela Drive, which is a private cul-de-sac with 10 estate homes on five to six acre lots.
Proposed Land Use:	The East County Sector Plan depicts Low Density Residential (LDR) and Office (O)
Zoning:	Agriculture (A) and Commercial Agriculture (CA)

Observations:
The site would have to be rezoned and the proposed land use amended to accommodate an industrial use.

The land is clear and gently rolling from agricultural use with the majority of the site at or less than six percent slope.

The property has excellent access to Interstate 40 from Thorn Grove Pike to Midway Road.

Portions of the site closest to the interstate are proposed for office development in the East County Sector Plan. Citizens expressed concerns about a business park and wanted less intense uses near the interchange and in the surrounding countryside. Citizens preferred office and technological industries for future development rather than the addition of large manufacturing and wholesale/warehouse uses. Considering citizens' concerns and as a means to foster economic development, the areas closest to the interchange were proposed for office development in the East County Sector Plan.

Site Development Recommendations:
1. The sites north of the interstate (East 6) should be given higher priority based on the configuration of this parcel.

2. Access should be limited to Thorn Grove Pike due to its proximity to the interstate and the surrounding residential homes.

3. Worthington Lane should be extended west to connect to McCubbins Road. Midway Road should be extended north to connect to Carter School Road.

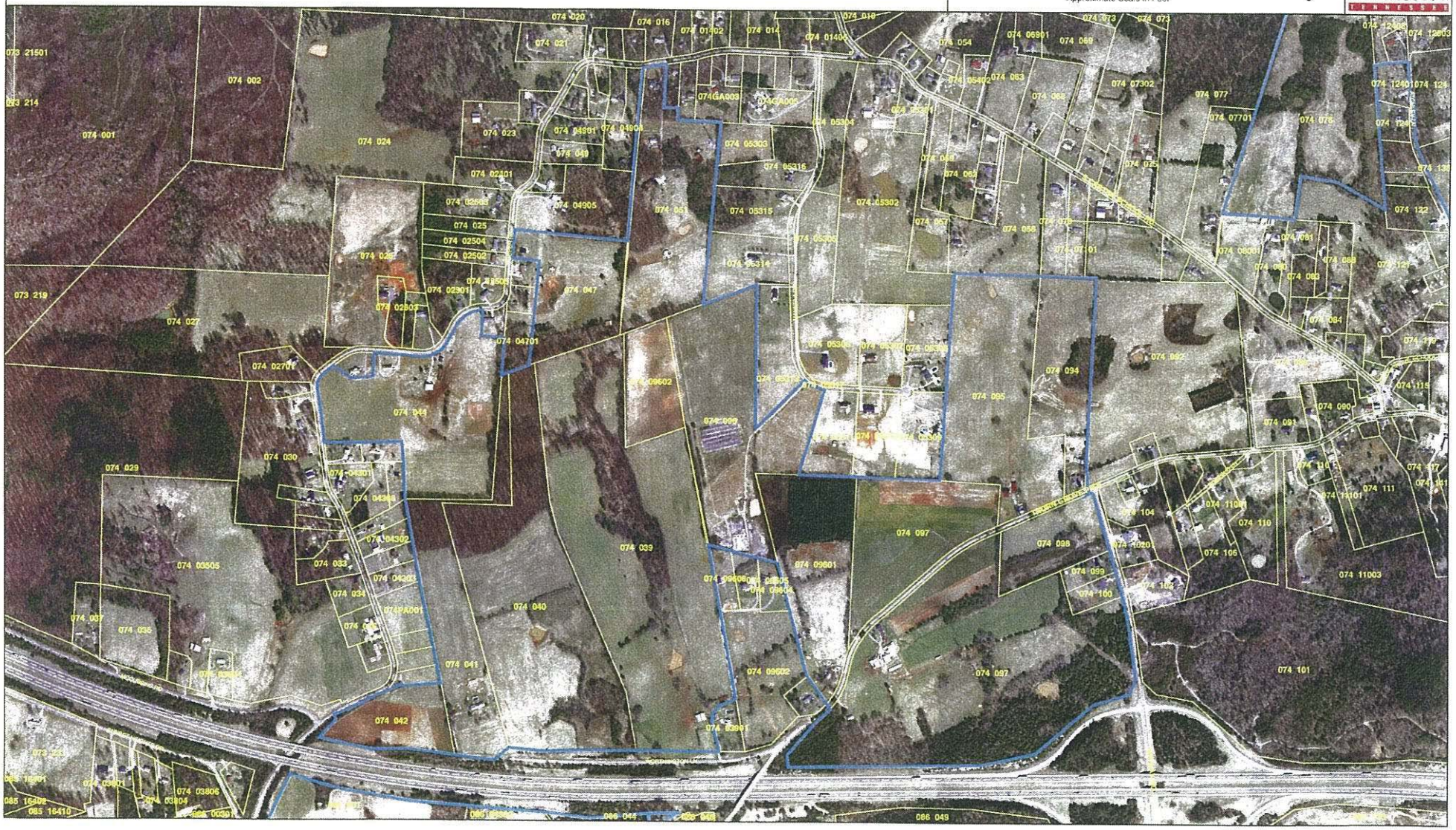
4. See all applicable recommendations under General Recommendations.

Potential Sites for Business Park Development

SITE: 6 EAST COUNTY

1:8,400
1 inch equals 700 feet
700 350 0 700 1,400
Approximate Scale in Feet

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE



Inventory of Potential Sites for Business Parks

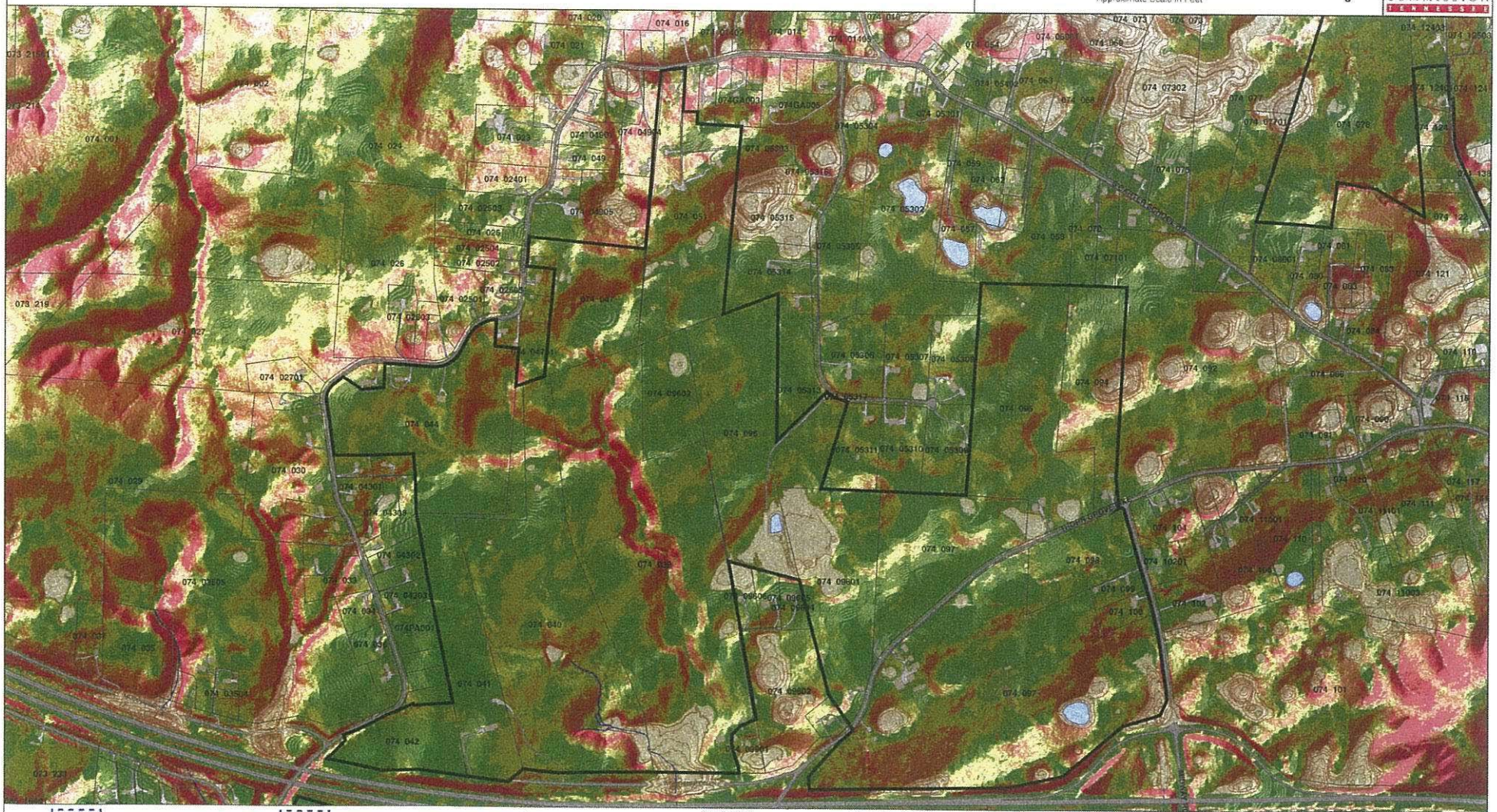
SITE: 6 EAST COUNTY

1:8,400
1 inch equals 700 feet

700 350 0 700 1,400

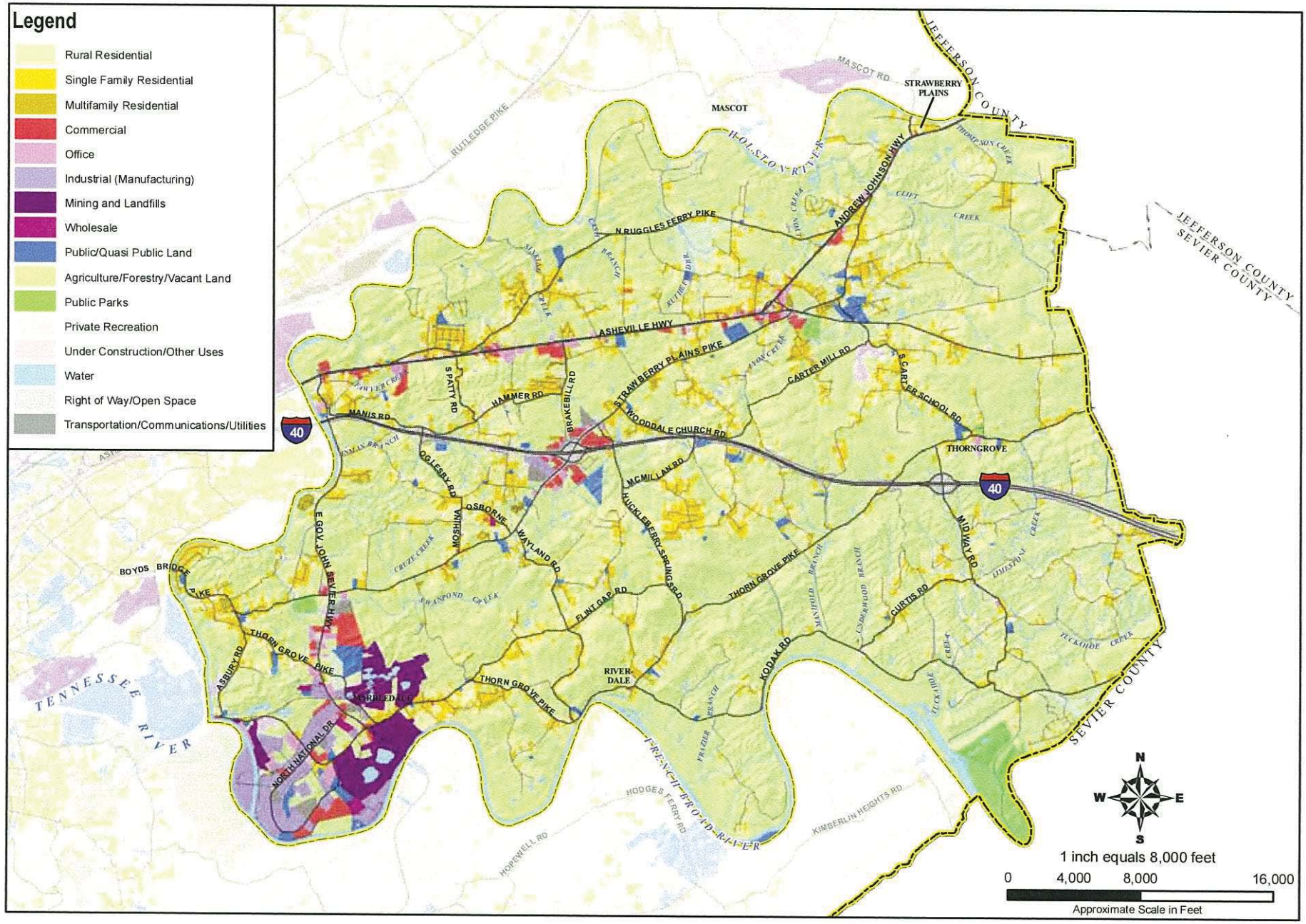
Approximate Scale in Feet

KNOXVILLE-KNOX COUNTY MPC METROPOLITAN PLANNING COMMISSION TENNESSEE

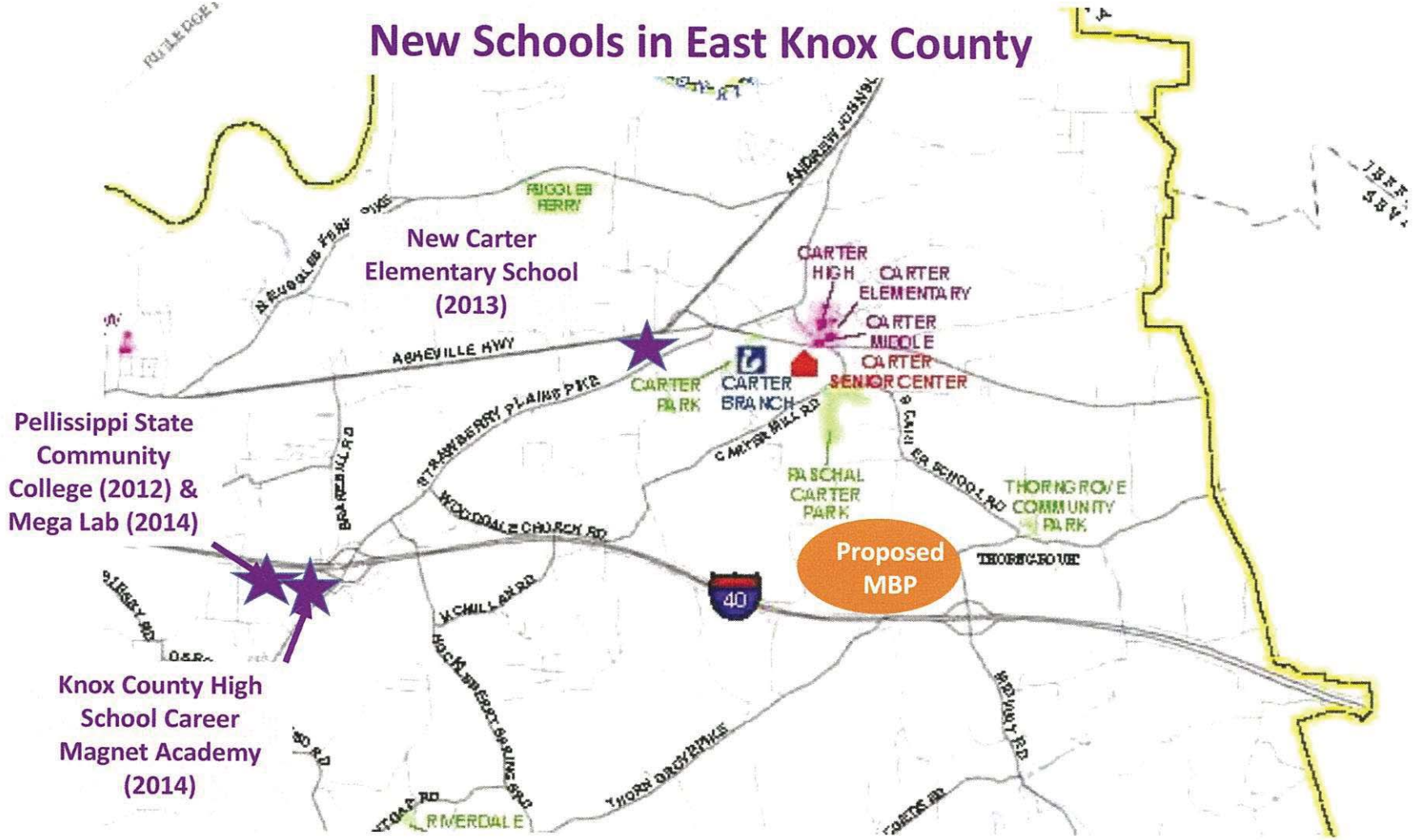


F and F-1 Flood Zone | 500 Year Flood Plain | Depressed Areas | 0% - 5% | 5% - 10% | 10% - 15% | 15% - 25% | > 25%

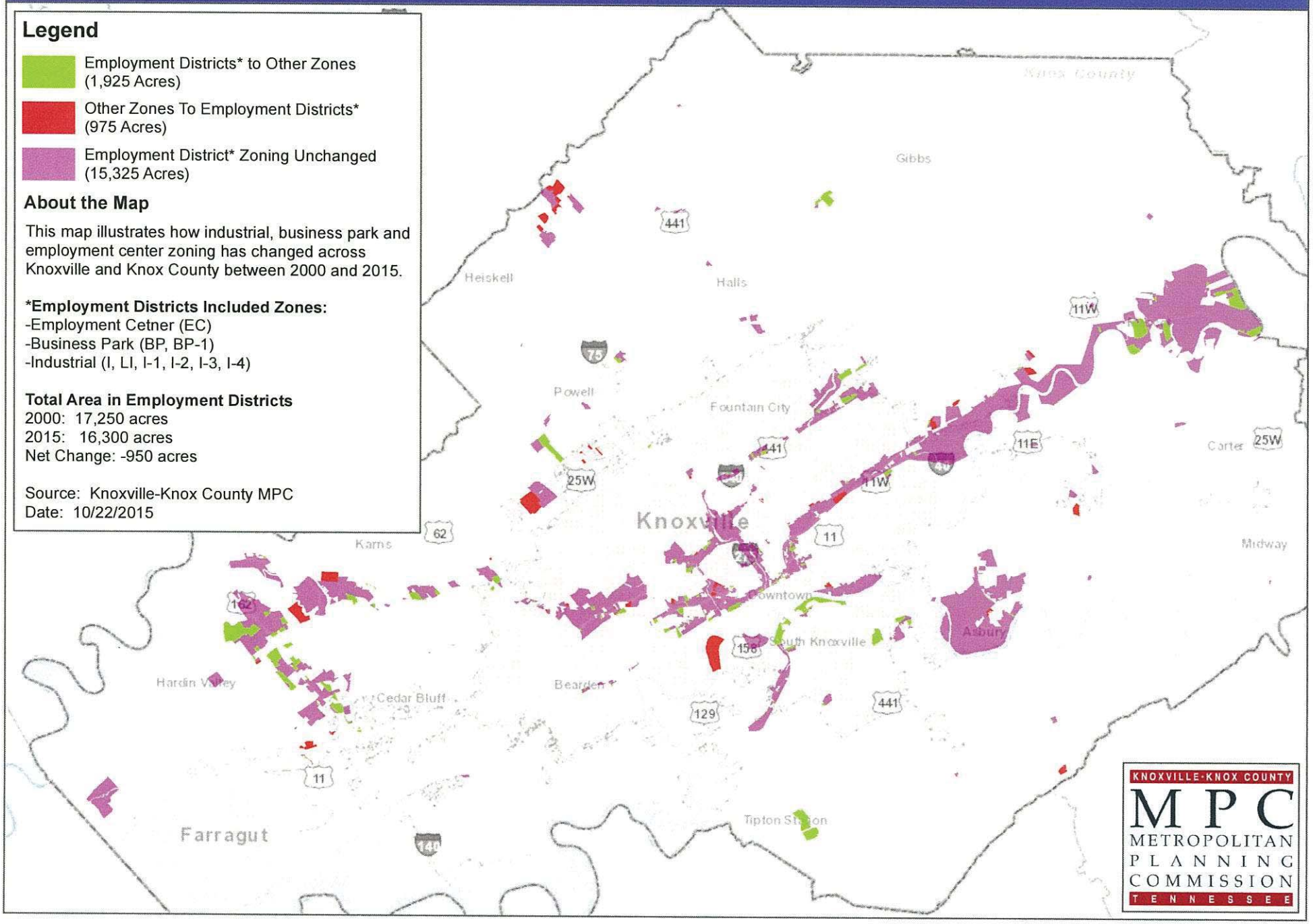
Map 3: Existing Land Use



New Schools in East Knox County



Industrial, Business Park and Employment Center Rezonings, January 2000 - October, 2015



Legend

- Employment Districts* to Other Zones (1,925 Acres)
- Other Zones To Employment Districts* (975 Acres)
- Employment District* Zoning Unchanged (15,325 Acres)

About the Map

This map illustrates how industrial, business park and employment center zoning has changed across Knoxville and Knox County between 2000 and 2015.

***Employment Districts Included Zones:**
-Employment Cetner (EC)
-Business Park (BP, BP-1)
-Industrial (I, LI, I-1, I-2, I-3, I-4)

Total Area in Employment Districts
2000: 17,250 acres
2015: 16,300 acres
Net Change: -950 acres

Source: Knoxville-Knox County MPC
Date: 10/22/2015

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Adjust $ values for inflation to: None

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T4. Sex		
Total Population:	3,692	
Male	1,952	52.9%
Female	1,740	47.1%
SE:T7. Age		
Total Population:	3,692	
Under 5 Years	129	3.5%
5 to 9 Years	293	7.9%
10 to 14 Years	195	5.3%
15 to 17 Years	169	4.6%
18 to 24 Years	193	5.2%
25 to 34 Years	312	8.5%
35 to 44 Years	462	12.5%
45 to 54 Years	625	16.9%
55 to 64 Years	489	13.2%
65 to 74 Years	682	18.5%
75 to 84 Years	143	3.9%
85 Years and over	0	0%
SE:T13. Race		
Total Population:	3,692	
White Alone	3,663	99.2%
Black or African American Alone	2	0.1%
American Indian and Alaska Native Alone	0	0%
Asian Alone	0	0%
Native Hawaiian and Other Pacific Islander Alone	0	0%
Some Other Race Alone	0	0%

Two or More races	27	0.7%

SE:T17. Households By Household Type

Households:	1,511	
Family Households:	1,207	79.9%
Married-couple Family	1,023	67.7%
Other Family:	184	12.2%
Male Householder, no wife present	60	4.0%
Female Householder, no husband present	124	8.2%
Nonfamily Households:	304	20.1%
Male Householder	139	9.2%
Female Householder	165	10.9%

SE:T57. Median Household Income (In 2010 Inflation Adjusted Dollars)

Median household income (In 2010 Inflation Adjusted Dollars)	$46,880

SE:T93. Housing Units

Housing units	1,616

SE:T94. Tenure

Occupied Housing Units:	1,511	
Owner Occupied	1,251	82.8%
Renter Occupied	260	17.2%

SE:T118. Ratio Of Income In 2010 To Poverty Level (Summarized)

Population for whom poverty status is determined:	3,659	
Under 1.00 (Doing Poorly)	214	5.9%
1.00 to 1.99 (Struggling)	581	15.9%
Under 2.00 (Poor or struggling)	795	21.7%
2.00 and over (Doing ok)	2,864	78.3%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T7. Age		
Total Population:	3,692	
Under 5 Years	129	3.5%
5 to 9 Years	293	7.9%
10 to 14 Years	195	5.3%
15 to 17 Years	169	4.6%
18 to 24 Years	193	5.2%
25 to 34 Years	312	8.5%
35 to 44 Years	462	12.5%
45 to 54 Years	625	16.9%
55 to 64 Years	489	13.2%
65 to 74 Years	682	18.5%
75 to 84 Years	143	3.9%
85 Years and over	0	0%
SE:T10. Age For Male Population (Short Version)		
Male Population:	1,952	
Under 18 Years	490	25.1%
18 to 34 Years	304	15.6%
35 to 64 Years	737	37.8%
65 and over	421	21.6%
SE:T11. Age For Female Population (Short Version)		
Female Population:	1,740	
Under 18 Years	296	17.0%
18 to 34 Years	201	11.6%
35 to 64 Years	839	48.2%
65 and over	404	23.2%

SE:T12. Median Age By Sex	
Median Age:	46.6
Male Population	42.7
Female Population	49.7

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Adjust $ values for inflation to: None Tables 1 - 10 of 32 Next >>Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T56. Household Income (In 2010 Inflation Adjusted Dollars)		
Households:	1,511	
Less than $10,000	76	5.0%
$10,000 to $14,999	0	0%
$15,000 to $19,999	73	4.8%
$20,000 to $24,999	85	5.6%
$25,000 to $29,999	113	7.5%
$30,000 to $34,999	52	3.4%
$35,000 to $39,999	81	5.4%
$40,000 to $44,999	189	12.5%
$45,000 to $49,999	158	10.5%
$50,000 to $59,999	148	9.8%
$60,000 to $74,999	195	12.9%
$75,000 to $99,999	182	12.1%
$100,000 to $124,999	46	3.0%
$125,000 to $149,999	49	3.2%
$150,000 to $199,999	64	4.2%
$200,000 or More	0	0%
SE:T57. Median Household Income (In 2010 Inflation Adjusted Dollars)		
Median household income (In 2010 Inflation Adjusted Dollars)	$46,880	
SE:T58. Median Household Income By Race (In 2010 Inflation Adjusted Dollars)		
Median household income (In 2010 Inflation Adjusted Dollars):	$46,880	
White Alone Householder	$46,707	
Black or African American Alone Householder		
American Indian and Alaska Native Alone Householder		
Asian Alone		
Native Hawaiian and Other Pacific Islander Alone Householder		
Some Other Race Alone Householder		

Two or More Races Householder	$66,429
Hispanic or Latino Householder	
White Alone Householder, not Hispanic or Latino	$46,707

SE:T59. Average Household Income (In 2010 Inflation Adjusted Dollars)

Average household income (In 2010 Inflation Adjusted Dollars)	$57,487

SE:T61. Median Family Income (In 2010 Inflation Adjusted Dollars)

Median Family Income (In 2010 Inflation adjusted dollars)	$54,271

SE:T62. Average Family Income (In 2010 Inflation Adjusted Dollars)

Average Family Income (In 2010 Inflation adjusted dollars)	$64,024

SE:T63. Median Nonfamily Household Income (In 2010 Inflation Adjusted Dollars)

Median Nonfamily Household Income (In 2010 Inflation Adjusted Dollars)	$27,128

SE:T64. Average NonFamily Income (In 2010 Inflation Adjusted Dollars)

Average Nonfamily Income (In 2010 Inflation Adjusted Dollars)	$30,649

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Tables 1 - 10 of 17 Next >> Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T113. Poverty Status In 2010 Of Families By Family Type By Presence Of Children Under 18 Years		
Families:	1,207	
Income in 2010 below poverty level:	47	3.9%
Married Couple Family: With Related Child Living Bellow Poverty Level	0	0%
Married Couple Family: No related children under 18 Years	0	0%
Male Householder, no wife present:	16	1.3%
With related children under 18 Years	16	1.3%
No related children under 18 Years	0	0%
Female Householder, no husband present:	31	2.6%
With related children under 18 Years	31	2.6%
No related children under 18 Years	0	0%
Income In 2010 at or above poverty level	1,160	96.1%
SE:T114. Poverty Status In 2010 For Children Under 18		
Population Under 18 Years of Age for whom poverty status is determined:	753	
Living in Poverty	67	8.9%
At or Above Poverty Level	686	91.1%
SE:T115. Poverty Status In 2010 For Population Age 18 to 64		
Population Age 18 to 64 for whom poverty status is determined:	2,081	
Living in Poverty	147	7.1%
At or Above Poverty Level	1,934	92.9%
SE:T116. Poverty Status In 2010 For Population Age 65 And Over		
Population Age 65 and Over for whom poverty status is determined:	825	
Living In Poverty	0	0%
At or Above Poverty Level	825	100.0%

SE:T117. Ratio Of Income In 2010 To Poverty Level		
Population for whom poverty status is determined:	3,659	
Under .50	83	2.3%
.50 to .74	83	2.3%
.75 to .99	48	1.3%
1.00 to 1.49	96	2.6%
1.50 to 1.99	485	13.3%
2.00 and over	2,864	78.3%

SE:T118. Ratio Of Income In 2010 To Poverty Level (Summarized)		
Population for whom poverty status is determined:	3,659	
Under 1.00 (Doing Poorly)	214	5.9%
1.00 to 1.99 (Struggling)	581	15.9%
Under 2.00 (Poor or struggling)	795	21.7%
2.00 and over (Doing ok)	2,864	78.3%

SE:T119. Poverty Status In 2010 (White Alone)		
White Alone Population for whom poverty status is determined:	3,630	
Income In 2010 below poverty level	214	5.9%
Income In 2010 at or above poverty level	3,416	94.1%

SE:T120. Poverty Status In 2010 (Black Or African American Alone)		
Black or African American Alone Population for whom poverty status is determined:	2	
Income In 2010 below poverty level	0	0%
Income In 2010 at or above poverty level	2	100.0%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T51. Occupation For Male Employed Civilian Population 16 Years And Over		
Male Employed civilian Population 16 Years and over:	833	
Management, business, and financial operations occupations	99	11.9%
Professional and related occupations	149	17.9%
Healthcare support occupations	0	0%
Protective service occupations	21	2.5%
Food preparation and serving related occupations	0	0%
Building and grounds cleaning and maintenance occupations	34	4.1%
Personal care and service occupations	0	0%
Sales and related occupations	123	14.8%
Office and administrative support occupations	50	6.0%
Farming, fishing, and forestry occupations	0	0%
Construction, extraction, and maintenance occupations	261	31.3%
Production occupations	66	7.9%
Transportation and material moving occupations	30	3.6%
SE:T52. Occupation For Female Employed Civilian Population 16 Years And Over		
Female Employed civilian Population 16 Years and over:	742	
Management, business, and financial operations occupations	100	13.5%
Professional and related occupations	174	23.5%
Healthcare support occupations	13	1.8%
Protective service occupations	0	0%

Food preparation and serving related occupations	33	4.5%
Building and grounds cleaning and maintenance occupations	20	2.7%
Personal care and service occupations	51	6.9%
Sales and related occupations	37	5.0%
Office and administrative support occupations	293	39.5%
Farming, fishing, and forestry occupations	0	0%
Construction, extraction, and maintenance occupations:	0	0%
Production occupations	21	2.8%
Transportation and material moving occupations:	0	0%

SE:T54. Employment Sector For Male Employed Civilian Population 16 Years And Over

Male Employed Civilian Population 16 Years And Over:	833	
Private Sector	579	69.5%
Public Sector	158	19.0%
Self-Employed (incorporated and not incorporated)	83	10.0%
Private Non-Profit	13	1.6%
Unpaid Family Workers	0	0%

SE:T55. Employment Sector For Female Employed Civilian Population 16 Years And Over

Female Employed Civilian Population 16 Years And Over:	742	
Private Sector	396	53.4%
Public Sector	223	30.1%
Self-Employed (incorporated and not incorporated)	49	6.6%
Private Non-Profit	74	10.0%
Unpaid Family Workers	0	0%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS2010_5yr, Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T25. Educational Attainment For Population 25 Years And Over		
Population 25 Years and over:	2,713	
Less Than High School	373	13.8%
High School Graduate (includes equivalency)	1,242	45.8%
Some college	607	22.4%
Bachelor's degree	240	8.9%
Master's degree	195	7.2%
Professional school degree	46	1.7%
Doctorate degree	10	0.4%
SE:T26. Educational Attainment For Male Population 25 Years And Over		
Male Population 25 Years and over:	1,316	
Less Than High School	204	15.5%
High School Graduate (includes equivalency)	584	44.4%
Some college	255	19.4%
Bachelor's degree	165	12.5%
Master's degree	59	4.5%
Professional school degree	39	3.0%
Doctorate degree	10	0.8%
SE:T27. Educational Attainment For Female Population 25 Years And Over		
Female Population 25 Years and over:	1,397	
Less Than High School	169	12.1%
High school graduate (includes equivalency)	658	47.1%
Some college	352	25.2%
Bachelor's degree	75	5.4%
Master's degree	136	9.7%
Professional school degree	7	0.5%

Doctorate degree	0	0%

SE:T28. School Enrollment For The Population 3 Years And Over		
Population 3 Years and over:	3,649	
Enrolled In School	882	24.2%
Not Enrolled In School	2,767	75.8%

SE:T30. School Dropout Rate For Population 16 To 19 Years		
Civilian Population 16 to 19 Years:	183	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	183	100.0%

SE:T31. School Dropout Rate For Male Population 16 To 19 Years		
Male Civilian Population 16 To 19 Years:	152	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	152	100.0%

SE:T32. School Dropout Rate For Female Population 16 To 19 Years		
Female Civilian Population 16 To 19 Years:	31	
Not high school graduate, not enrolled (dropped out)	0	0%
High school graduate, or enrolled (in school)	31	100.0%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

ACS 2010 (5-Year Estimates)

Choose census year **Geographies** **Tables** **Results**

Report **Excel** **Data Download** Link

Geography items per page: 5 items

Statistics	Census Tract 53.02, Knox County, Tennessee	
SE:T1. Total Population		
Total Population	3,692	
SE:T2. Population Density (per sq. mile)		
Total Population	3,692	
Population Density (per sq. mile)	256.0	
Area (Land)	14.42	
SE:T128. Means Of Transportation To Work For Workers 16 Years And Over		
Workers 16 Years and over:	1,542	
Car, truck, or van	1,459	94.6%
Drove Alone	1,377	89.3%
Carpooled	82	5.3%
Public transportation (Includes Taxicab)	0	0%
Motorcycle	0	0%
Bicycle	0	0%
Walked	0	0%
Other means	10	0.7%
Worked at home	73	4.7%
SE:T129. Travel Time To Work For Workers 16 Years And Over		
Workers 16 Years and over:	1,542	
Did not work at home:	1,469	95.3%
Less than 10 minutes	156	10.1%
10 to 19 minutes	377	24.5%
20 to 29 minutes	376	24.4%
30 to 39 minutes	308	20.0%
40 to 59 minutes	188	12.2%
60 to 89 minutes	64	4.2%
90 or More minutes	0	0%
Worked at home	73	4.7%

For documentation and detailed source information click on a table title.*All percents are taken against table universe which is the first row in each table.*

Sources & Notes

ACS 2010 (5-Year Estimates) Documentation Data Dictionary

Social Explorer Tables: ACS 2010 (5-Year Estimates)(SE), ACS 2010 (5-Year Estimates), Social Explorer; U.S. Census Bureau

Population Growth

	1970	1980	1990	Change 1970-1990	1997	2002	2007	Change 1990-2007
East County	11,527	12,579	12,357	6.7%	12,832	13,167	13,489	4.9%
Knox County	276,293	319,694	335,749	17.7%	366,875	389,608	412,371	11.0%

*Sources: 1990 Census; HUD, 1999 (*estimates for 1997, 2002, 2007)*

Housing Occupancy Rates by Tenure

	1990	1997	2002	2007
Total Number of Units	4,895	5,178	5,374	5,570
Occupied	4,650	4,903	5,089	5,269
Vacant	245	275	285	301
Owner Occupied	3,675	3,802	3,879	4,081
Renter Occupied	975	1,101	1,210	1,188
% Vacancy Rate	5.0	5.3	5.3	5.4

*Sources: 1990 Census; HUD, 1999 (*estimates for 1997, 2002, 2007)*

HOUSING

- The 1997 projected total number of housing units increased at approximately 1.4% annually. This is one of the lowest residential growth rates in Knox County.

- Vacancy rates remain mostly static, reflecting the continued occupation and rehabilitation of existing housing stock.

East County has 16 hotels totaling 878 guestrooms. This is 10.7 percent of the total number of guestrooms found in Knox County. Six of the hotels in this planning sector were constructed since 2000.

ECONOMIC DEVELOPMENT STUDIES

Economic development is a function of county and regional organizations to serve the present and future employment needs of Knox County. Because of mobility across county, other nearby counties and their populations are served by economic growth. Identification of appropriate land for office, business and research/development parks and related opportunities is critical to the process. Because of changes in land availability, infrastructure, types of job creation (for instance, preferences for locating complementary industries or offices in proximity to each other) and labor force, governments must be proactive in the potential site identification and marketing processes.

Various studies have been conducted to identify potential office park and business park sites in Knoxville-Knox County. These include redevelopment of older industrial land in the city as well as undeveloped land. The two most pertinent studies regarding unincorporated areas are the Inventory of Potential Sites for Business and Office Parks (2002) and Potential Locations for Business Park Development Locations (2005). The 2005 study was improved through the use of geographic information system technology, while some prior sites were removed due to development for other purposes in the intervening years. Several of the sites in the East County Sector and other portions of the city and county are no longer opportunities, having been developed for residential purposes. The former business park proposal along Lyon's Creek near the Holston River (2001 sector plan) is primary example.

TRANSPORTATION

Following completion of the Interstate system in tl early 1970s, travel patterns shifted markedly from Asheville and Andrew Johnson Highways to I-40. This resulted in a significant reduction in traffic on the sector's two east-west arterials, leaving them with considerable traffic-carrying capacity for the future.

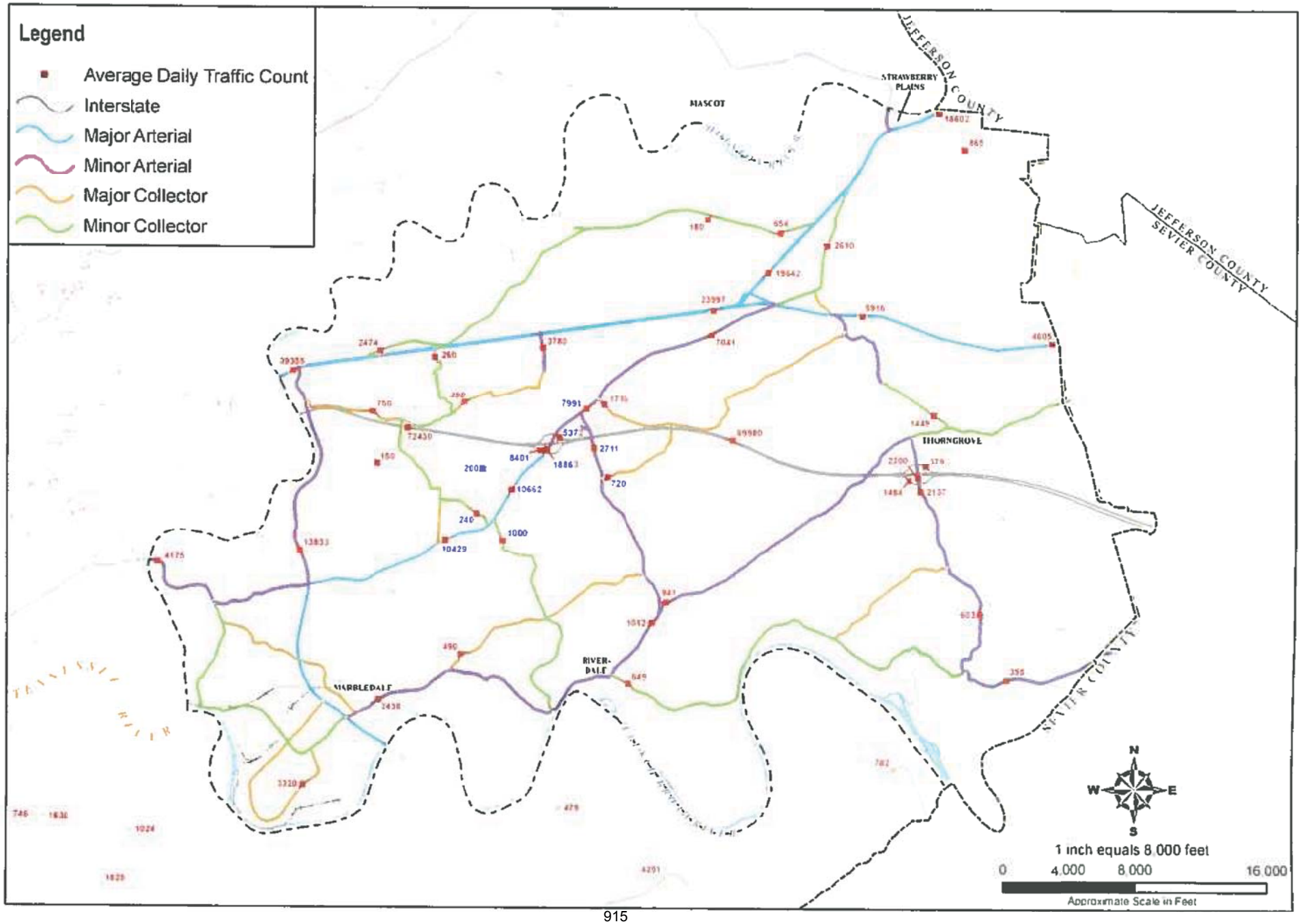
John Sevier Highway (Hwy 168) was built as a first phase of an inner beltway leading to Alcoa Highway. It was intended to cross the Tennessee River (Fort Loudoun Lake) and join I-40, a

Table 12. Hotel Properties, 2007

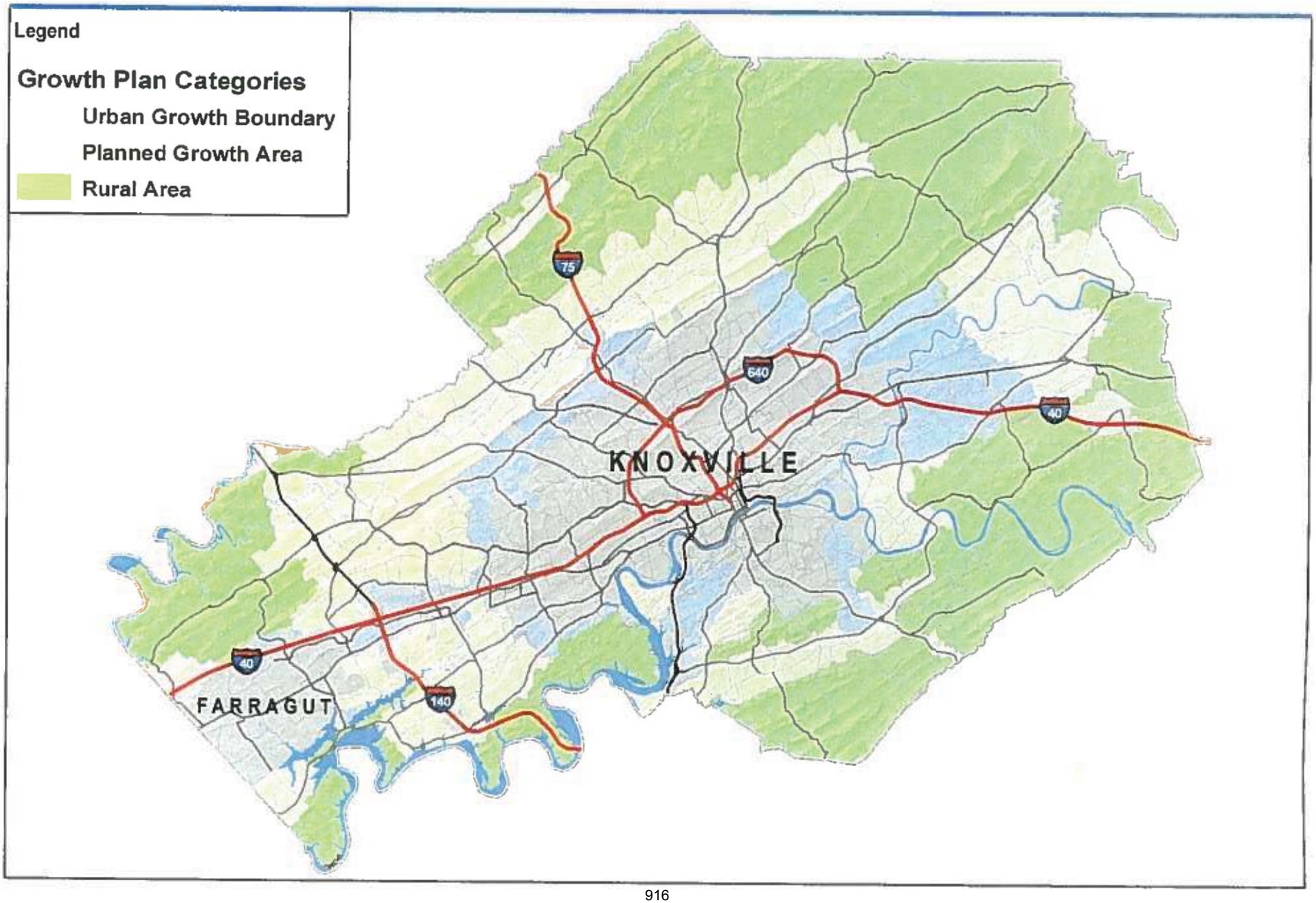
Name	Address	Guestrooms	Year Built
Arrow Motel	Asheville Hwy, 8709	22	1950
Baymont Inn & Suites	Brakebill Rd, 814	0	
Best Western Strawberry Inn	Saddlerack St, 7260	64	2004
Comfort Suites Inn	Region Ln, 7230	68	2007
Country Inn & Suites East	Crosswood Blvd, 7525	56	1996
Econo Lodge Inn & Suites	Strawberry Plains Pk, 7424	72	1991
Fairfield Inn By Marriott	Cracker Barrel Ln, 1551	105	1995
Gateway Inn	Asheville Hwy, 6300	30	
Hampton Inn	Sawyer Ln, N, 7445	81	2007
Holiday Inn Express East	Rufus Graham Rd, 730	77	2005
La Quinta Inn & Suite East	Saddlerack St, 7210	65	2000
Motel Six East	Cracker Barrel Ln, 1550	65	2004
Quality Inn East	Crosswood Blvd, 7471	54	1995
Ramada Limited East	Brakebill Rd, 722	58	1995
Sunbeam Motel	Asheville Hwy, 6933	0	
Super 8 Motel East	Crosswood Blvd, 7585	61	1994

A potential business park site in the vicinity of the Strawberry Plains Pike interchange.

Map 6: Existing Transportation System



Map 9: Knoxville-Knox County Growth Policy Plan Map



Fourth Sector Plan Meeting: Held during July of 2009, MPC staff presented draft policies and plan recommendations concerning land use, community facilities, and transportation. MPC staff answered questions during the meeting and used comment cards for those that were unable to speak during the meeting.

Summary of comments:

- No business park
- Leave area as is
- Preserve agricultural/rural character and provide more specific proposals for the French Broad corridor
- Traffic calming needed
- No big box commercial developments
- What are the intentions of KUB, TVA, the Development Corporation, and MPC in the Midway Road Interchange area?
- Is a mediated session with Midway interests possible?
- Asheville Highway should not be all commercial

Roundtable Meeting: The roundtable discussion meeting was set up at the request of the residents during the third sector plan meeting. The meeting was held on September 29, 2009 was facilitated by a third party, Professor Becky Jacobs and Professor Brian Krumm of the UT Law School. The Midway Road Interchange area landholders and stakeholders were invited to the meeting as were representatives of the French Broad Preservation Association, Thorngrove Community Club, Eighth District Preservation Association, TVA, KUB, MPC and the Development Corporation of Knox County. Each group was asked to talk about their interest in the area. During this meeting the French Broad Preservation Association announced they would have an independent study by the Ochs Center that would be completed within three weeks and would examine economic development alternatives for the Midway Interchange area.

Summary of comments, including implications of presentations (comments were specific to the presenters related to the specific projects and audience inquiries):

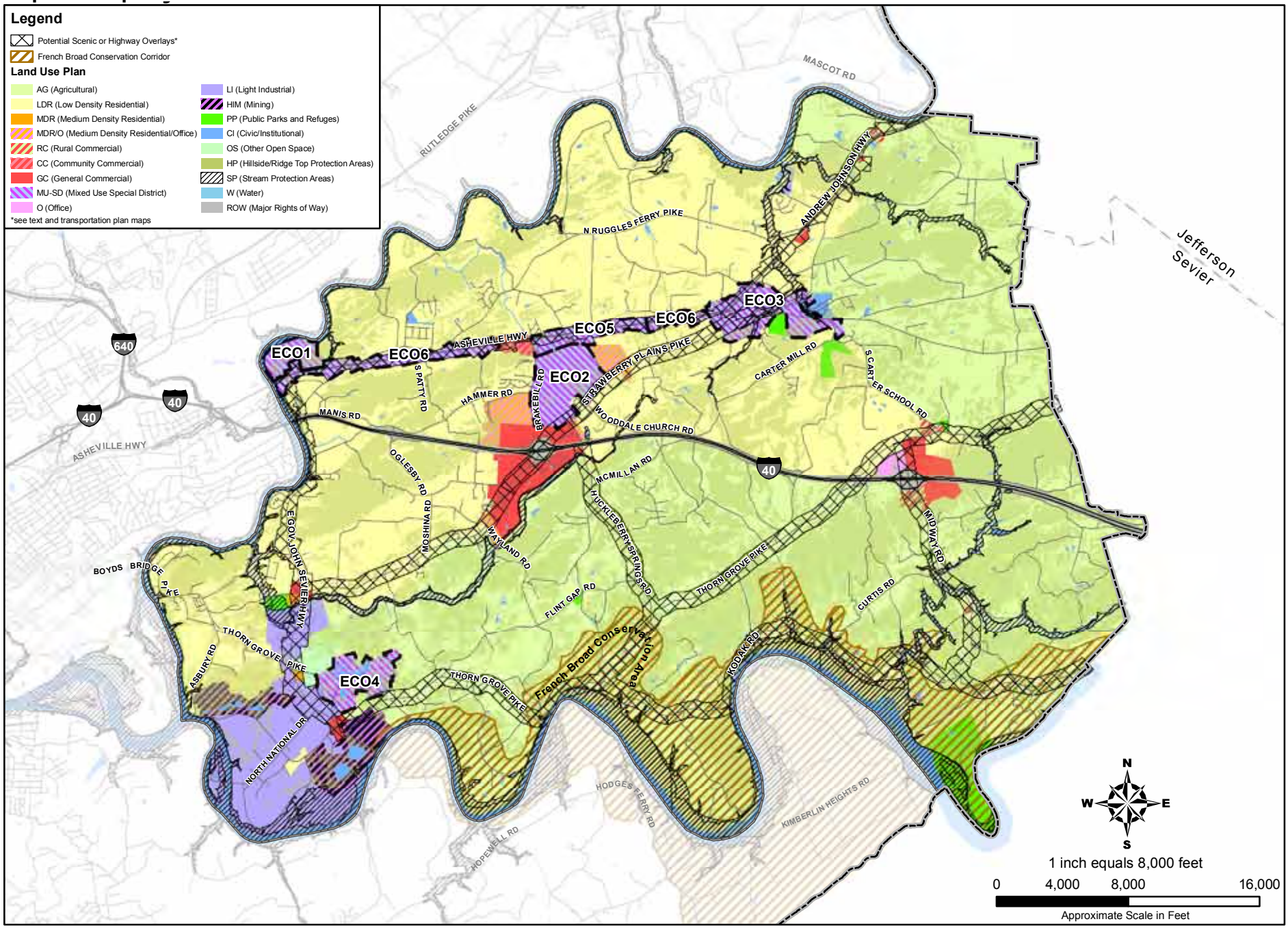
- MPC learned that TVA was locating their switching station on the north side of the interstate on the Development Corporations land, instead of the prior site, located south of the interstate.
- TVA dismissed rumors that they were extending transmission lines across the French Broad and Seven Island Wildlife Refuge.
- KUB indicated that they are not seeking a sewage plant along the French Broad.
- Thorngrove Community Club representative noted that any Midway business park consideration is unacceptable
- Representatives of commercial property owner asked about potential changes to commercial zoning to east of Midway Road.

Fifth Sector Plan Meeting: Held January of 2010, MPC staff presented the draft East County Sector Plans for economic development in the area. Both MPC staff answered questions during the meeting and used comment cards for those that were unable to speak during the meeting.

Summary of comments:
Sixty-one people signed in at the meeting. About two-thirds stood up when asked if they opposed the Midway business park proposal. Nine comment cards were handed to staff, and responses indicated that all nine people did not support a Midway business park as part of the Midway Northwest Quadrant proposal (see page 32 of the Land Use Plan). Support was generally expressed for the other proposals (Carter School improvements, Scenic and French Broad Conservation Corridors). One person suggested a continuation of Roundtable discussion. Another person wondered how a scenic corridor could be created if a road is to be widened (this can be done through context sensitive design; see page 54 of the Transportation Plan. For example, a landscape median is one potential solution).

An additional six cards were received by MPC after the January 25 meeting. Three respondents generally agreed with the Midway area proposals; three did not. Several residents pointed out that improvements in sidewalks and intersections are needed in the Carter schools area. The school improvement and park and open space proposals were favored by these six respondents.

Map 10: Proposed Land Use Plan



improvements fall under the responsibility of the Knox County government, particularly the School Board. A decision to renovate or construct a new school would be up to Knox County.

Law Enforcement and Fire Protection

Over the course of the 15-year plan horizon, the city will annex land in its Urban Growth Boundary. At some point there will need to be an evaluation of the need for additional fire protection services for both commercial and residential properties, including consideration of a new fire station in or close to the sector. Adjustments to police patrols can be anticipated as well. The county Sheriff's Department and Rural Metro will continue to provide their law enforcement and fire protection services in the unincorporated area.

Utilities and Utility Policy

Utility corporations (KUB and TVA) are not under the jurisdiction of MPC and local governments. Each are chartered by the state and federal governments, which provide the corporations the means to meet their public utility obligations as long as they are in compliance with such provisions as environmental laws (like those of the U.S. Environmental Protection Agency). Cooperative agreements would be needed to develop policies for utility facility locations, such as a wastewater plant.

Water utilities: The Knoxville Utilities Board provides water within most parts of the sector. Still, many residents rely on well water. Extensions and upgrades to the water lines to serve fire protection and potable water purposes are needed, particularly with development in the Urban Growth Boundary and Planned Growth Area.

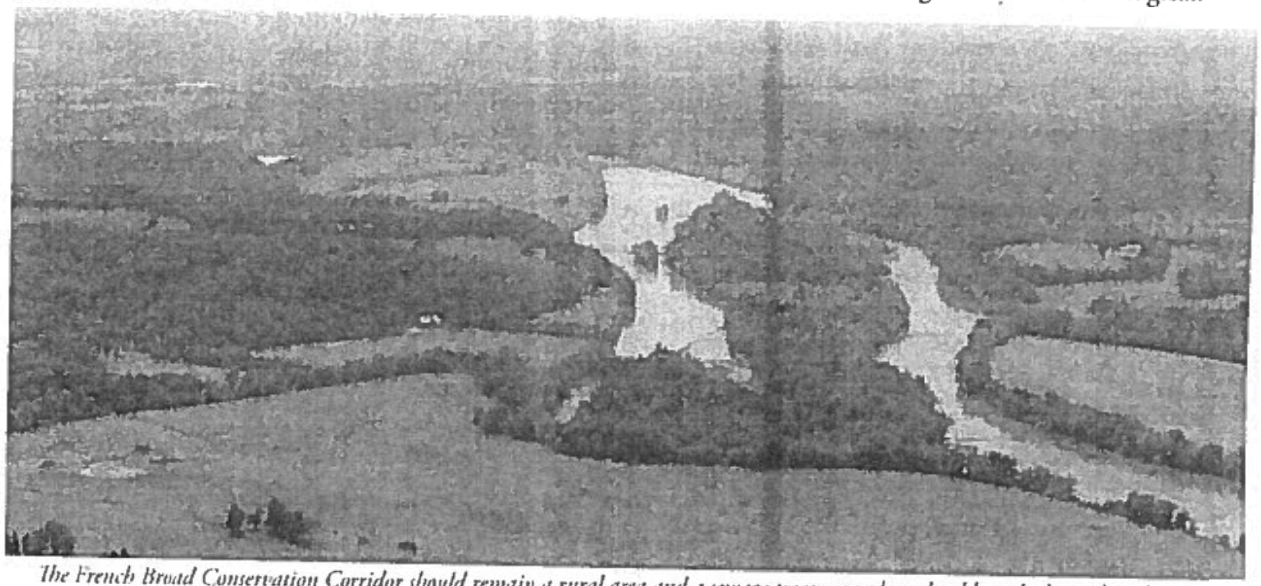
Wastewater utilities: public sewer provisions are made through KUB. The Love's Creek and East Bridge Treatment Plants serve the western and northern portions of the sector respectively. In consideration of French Broad preservation interests, the location of a sewage treatment plant in the French Broad Conservation Corridor is not recommended. At the September 2009 Roundtable, KUB went on record that they would not pursue a treatment plant there.

Electrical utilities: KUB provides local service while TVA provides regional service (power generation and distribution services to the local utilities). Because of growth in the region, particularly Sevier and Blount counties, TVA will be upgrading its electrical grid (the network of power lines that are tied to substations) with the future development of a switching near the Midway interchange. At the Roundtable (September 2009), TVA noted that they abandoned the potential site in the southwest quadrant of the interchange because of geologic limitations, and were pursuing a location in the northwest quadrant.

Solid Waste Services

The County's Solid Waste Office provides convenience centers at Carter and near Forks of the River within the unincorporated area.

Improvements are needed to the Carter facility. However, because it is a leased site, consideration is being given to acquiring a new site where landscaping and fencing, access control and separation points for bulk items, and recycling can be better accommodated. In view of the Town Center proposal, relocation of the existing facility would be logical.



The French Broad Conservation Corridor should remain a rural area and a sewage treatment plant should not be located in the area.

MIXED USE and SPECIAL DISTRICTS . . . continued

5. Special Mixed Use District (MU with reference number)

These 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.

Location Criteria:	Recommended Zoning and Programs:
• Case-by-case analysis is recommended	TND-1, TC-1, TC, especially in greenfield areas, or form-based or designed-based codes as noted in the Sector Plan and One Year Plan for each of these districts.

6. Special Corridors (CD with reference number)

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.

Location Criteria:	Recommended Zoning and Programs:
• Case-by-case analysis is recommended	Should be noted in the Sector Plan and One Year Plan for each of these districts.

INDUSTRIAL AND WAREHOUSE/DISTRIBUTION LAND USE CLASSIFICATIONS

Light and Heavy Industrial (LI and HI) and Mining (HIM)

These classifications are typically used to identify older industrial areas, which were intended for 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 such 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing industrial areas • Within one mile of an interstate interchange with access via standard major collector or arterial streets	**City:** I-1, I-2, I-3 and I-4 (infill development, using those zones, may be appropriate); C-6, PC-2 and a new planned, industrial zone, that requires site plan review, may be warranted to address environmental and transportation issues and surrounding community concerns. **County's Planned Growth Boundary:** LI; EC zone should be used in future development	**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.

Business Park (BP) Type 1

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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains • Relatively large sites (generally over 100 acres) • Away from low and medium density areas or where truck traffic would have to go through such areas • Areas with freeway and arterial highway access (generally within two miles of an interchange) • Rail access is a consideration • Can be served with sanitary sewer, water and natural gas	**City:** I-1, C-6, PC-2 or a new Planned Industrial Park zone **County's Planned Growth and Rural Areas:** EC	PC

INDUSTRIAL AND WAREHOUSE/DISTRIBUTION LAND USE CLASSIFICATIONS . . . continued

Business Park (BP) Type 2:

Primary uses are light manufacturing, offices, and locally-oriented warehouse/distribution services. Retail and restaurant services, which are 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Relatively flat sites (predominant slopes less than 6 percent) out of floodplains • Relatively large sites (generally over 100 acres) • Away from low and medium density areas or where truck traffic would have to go through such areas • Freeway and arterial highway access (generally within two miles of an interchange) • Rail access is a consideration • Sites that can be served with sanitary sewer, water and natural gas	**City:** I-1, C-6, PC-2 or a new Planned Industrial Park zone **County's Planned Growth and Rural Areas:** EC	PC

PARK, PUBLIC INSTITUTIONAL, OTHER OPEN SPACE & ENVIRONMENTAL PROTECTION LAND USE CLASSIFICATIONS

Public Parks and Refuges (PP)

This land use 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.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Neighborhood parks, squares and commons should be within ¼ mile of residents in the traditional residential areas (particularly the 'Heart of Knoxville') and within ½ mile of residents within the balance of the city and county's Planned Growth area. • Greenways should be located along or within the flood plains of streams and rivers/reservoirs. Other potential locations include ridges and utility corridors.	**City:** OS-1 **County's Planned Growth and Rural Area:** OS, E and CC A new zone should be created to designate parks, schools and similar institutional lands for both city and county jurisdictions.	Other zones that allow parks and open space as permitted uses.

Civic/Institutional (CI)

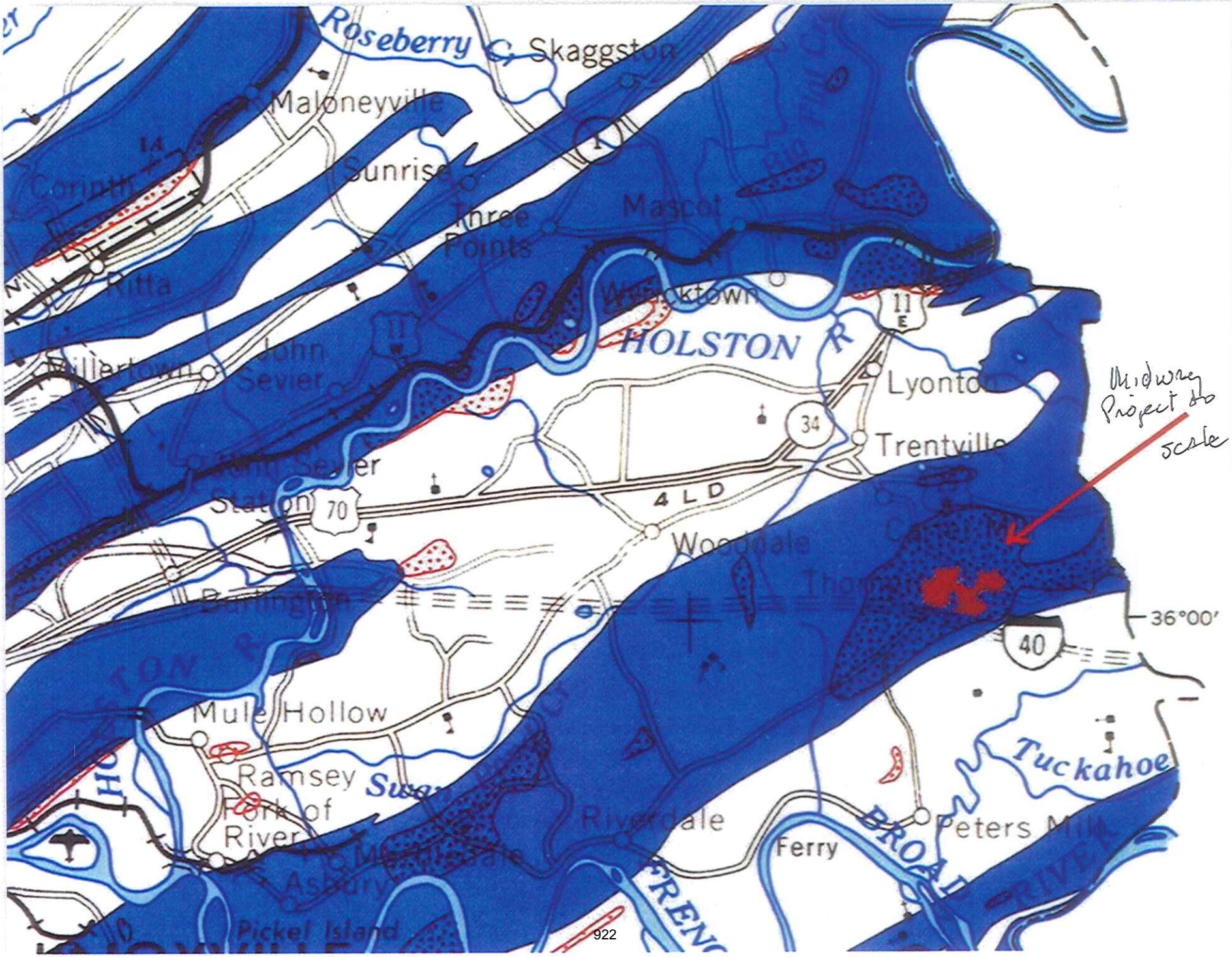
Land used for major public and quasi-public institutions, including schools, colleges, the university, churches, correctional facilities, hospitals, utilities and similar uses.

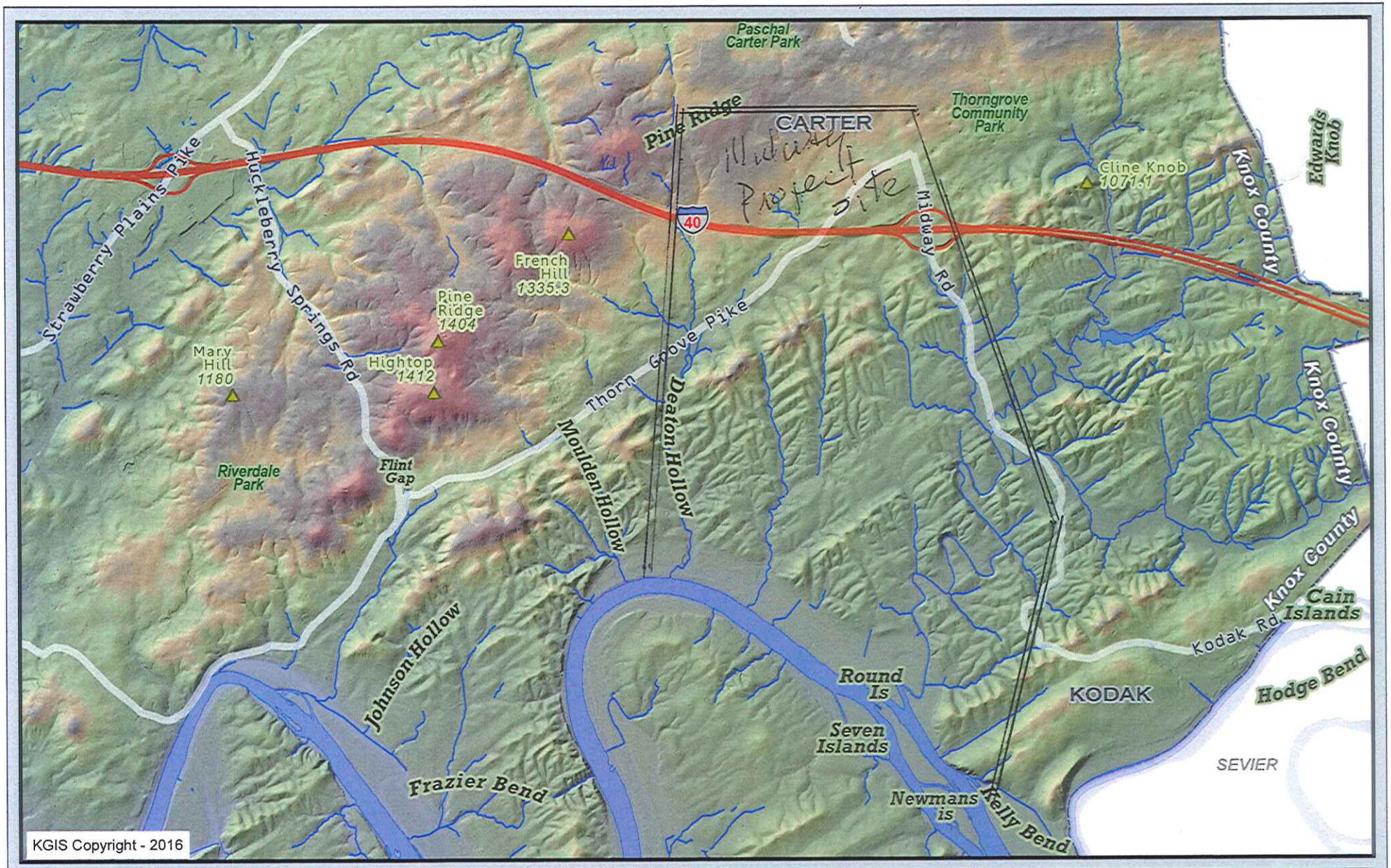
Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing public uses, other than parks and greenways • Quasi-public uses of two acres or more	City and County: New zoning categories for such uses or continue to use conventional zones (e.g. O-1, O-2 and OB)	Other zones that allow civic/institutional as permitted uses.

Other Open Space (OS)

Land uses include cemeteries, private golf courses, and similar uses.

Location Criteria:	Recommended Zoning and Programs:	Other Zoning to Consider:
• Existing cemeteries, private golf courses and private open spaces	City: OS-1 and a new zone created to designate parks, schools and similar institutional lands County's Planned Growth and Rural Area: OS, E and OC	A-1, and A


Roseberry Cr
Skaggston
Maloneyville
Sunrise
Corinth
Three Points
Mascot
Ritta
Millertown
John Sevier
HOLSTON R
Lyonton
Trentville
Sevier Station
4 LD
Wooddale
Burlington
36°00'
Mule Hollow
Ramsey Fork of River
Riverdale
Ferry
Peters Mill
Tuckahoe
Asbury
Pickel Island
Midway Project to scale



Blueline Streams Impacted by Midway Project

Subterranean Outflows-Spring Fed Streams

NOTE: NO surface streams flow from the Midway Project site

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SECTION 1: EXISTING CONDITIONS

NATURAL ENVIRONMENT

TOPOGRAPHY

The topography of the East Sector, like the rest of Knox County, consists of alternating ridges and valleys. These generally run parallel to each other and are oriented northeast to southwest. Elevations in the sector range from 820 feet, at the fork of the Holston and French Broad rivers, to 1,430 feet at the peak of Hightop Mountain, located north of Thorngrove Pike and east of Huckleberry Springs Road.

Gentle slopes (slopes of less than 12 percent) comprise about 15 percent of the sector. Approximately 65 percent of the area can be classified as moderate slopes (between 12 and 25 percent). Steep slopes (those greater than 25 percent) account for about 20 percent of the land in the sector (see Map 1).

GEOLOGY

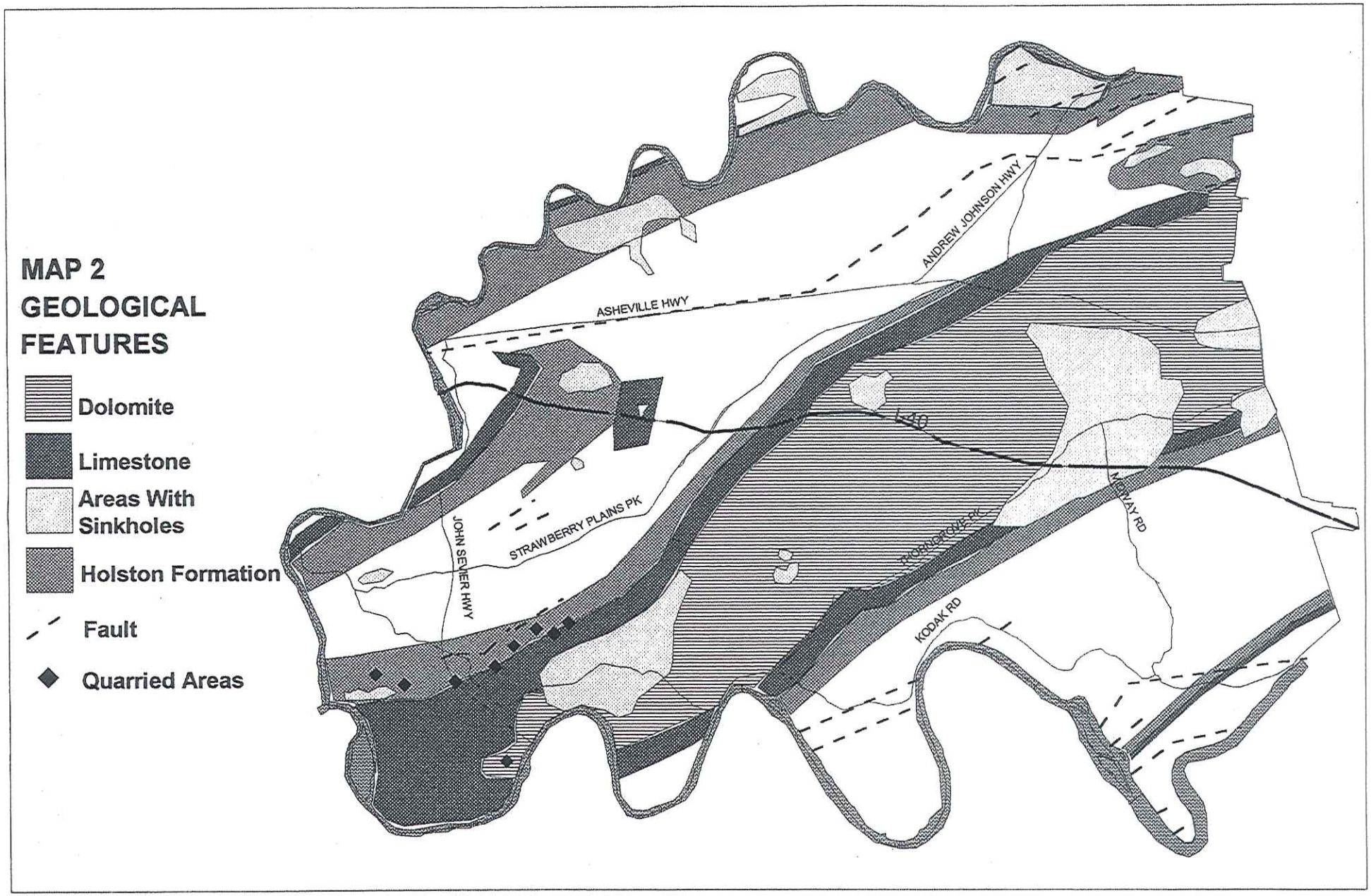
Four types of sedimentary rock are found in the East Sector: limestone, dolomite, shale and sandstone. Carbonate rock, dolomite and limestone, are the most prevalent. Since they are soluble in water, and dissolve, many parts of the sector contain sinkholes, solution channels, and caverns. These formations are especially concentrated in the Thorngrove area, between Interstate 40 and Asheville Highway and immediately south of the Holston River (See Map 2). Intensive land development, such as industrial plants and uses which could impact groundwater, are not usually suited to such terrain.

Three main fault lines also cross the East Sector, running from lower southeast to upper northwest. However, those faults are not active and should not limit development.

Construction may be constrained in areas by the shallow bedrock. While some of the limestone and dolomite formations are covered with a mantle of soil 50 to 100 feet thick, bedrock is often near the surface, making construction expensive and septic tanks impractical.

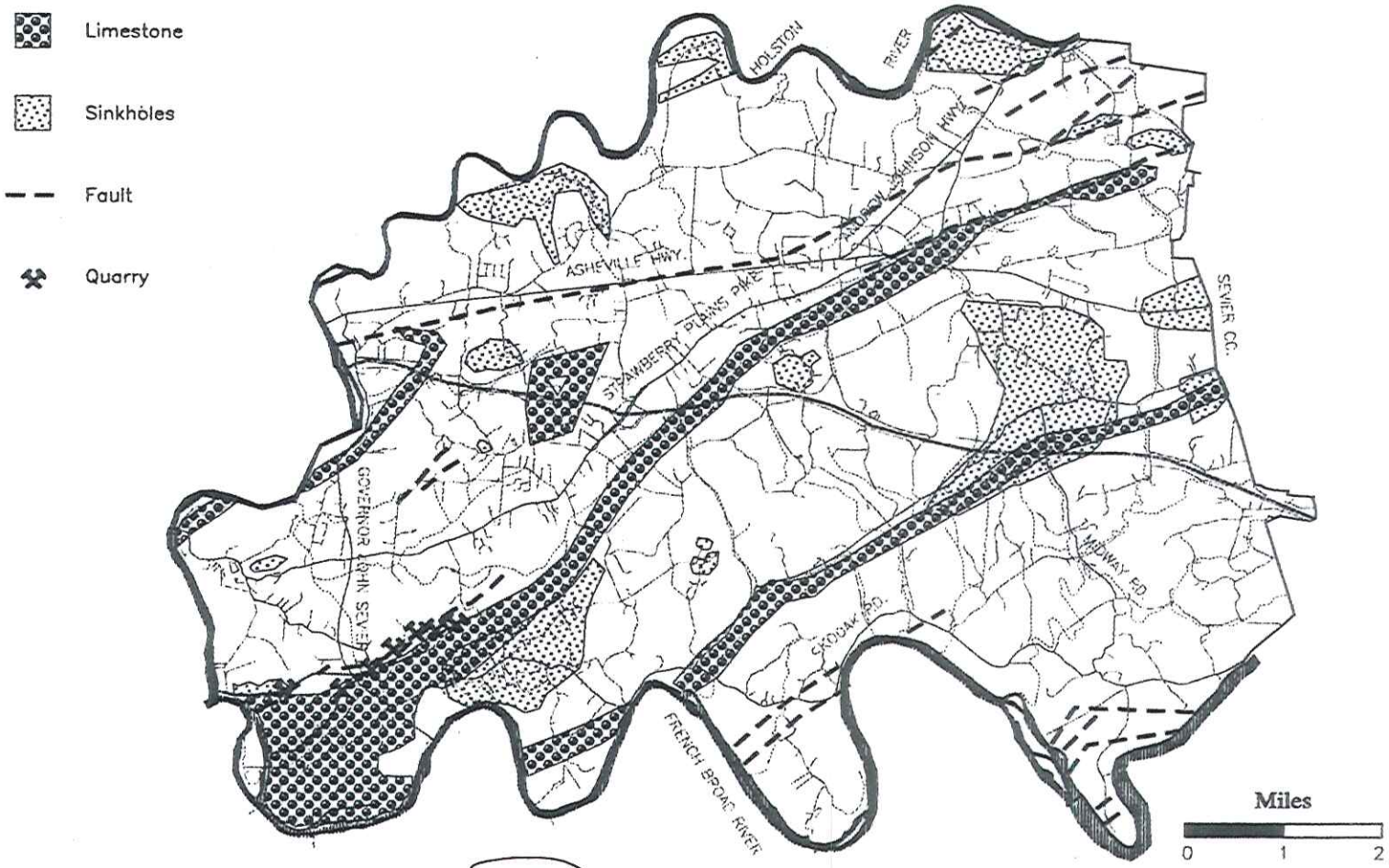
The Holston Formation contains crystalline limestone known as Tennessee marble. This product was a significant mineral resource used in creating monumental buildings. The marble is still quarried on a modest scale.

1995 Sector Plan



1995 Sector Plan

Map 1-Geological Constraints



Source: Base Map Surveyed in 1940

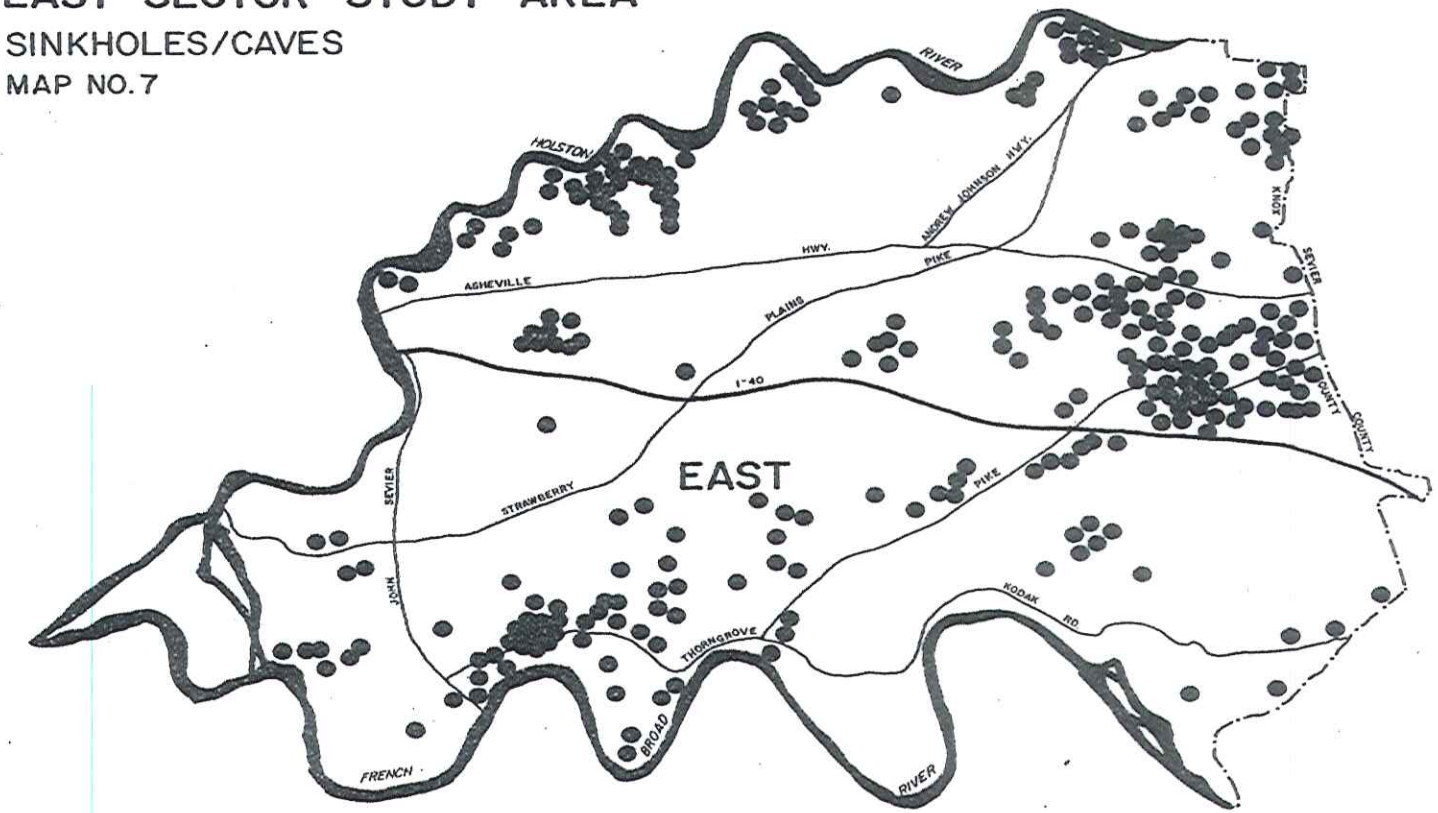
EAST COUNTY SECTOR

1981, 1989, 1994

EAST SECTOR STUDY AREA

SINKHOLES/CAVES

MAP NO. 7



SINKHOLES/CAVES

FEET
0 4000 8000

MPC 2/26/81 KDR

NORTH

36

1981 Sector Plan

KNOXVILLE•KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

Draft Minutes
October 13, 2016

1:30 P.M. ◇ Small Assembly Room ◇ City County Building

The Metropolitan Planning Commission met in regular session on OCTOBER 13, 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. Mac Goodwin
A	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

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No. **MPC File No.**

48. THE DEVELOPMENT CORPORATION OF KNOX COUNTY
Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8.
a. East County Sector Plan Amendment **10-D-16-SP**
From LDR (Low Density Residential) to BP-1 (Business Park Type 1).

STAFF RECOMMENDATION: ADOPT RESOLUTION #10-D-16-SP, amending the East County Sector Plan to BP-1 (Business Park (Type 1)) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.

Bob Wolfenbarger, 3200 Lexann Lane, for 8th District Preservation Association.
Handed out materials.
For 16 years we have been asking about protecting our groundwater and not getting answers. It is about the aquafer.
For 76 years the US Geological Survey has denoted this area as karst
Based on the analysis by the previous MPC planners this area is unsuitable for this kind of development.
Ask that this site not be developed because of these things.
TDC has indicated they are going to put 184,000 transfer trucks on this site a year which indicates more than an industrial park.

Ed Reed, 435 S East End Road, Strawberry Plains
The Development Corporation dumped hundreds of loads of contaminated soil in one sinkhole in 2001-2002 which contaminated the area.
Introducing millions of gallons of fuel being transported and stored on the site and being transferred to vehicles near sinkholes would be an environmental disaster.

Tom McAdams, 116 Agnes Road on behalf of the applicant
This is only 3.65 acres to be incorporated into the approved business park and included in the development plan.
This enables them to follow instructions to straighten Thorn Grove Pike.
This property has been studied and engineered many times and will have to comply with regulations.
No fuel centers will be permitted in this zone.

Art Clancy
Asked about if current farmland was fertilized and Mr. Wolfenbarger responded not generally.

Charles Thomas
I have strong reservations about this project.
Several years ago this body rejected this plan and said the site was not worthy.
Potential environmental problems.

MOTION (THOMAS) AND SECOND (GOODWIN) WERE MADE TO DENY.

Chair Longmire
Reason it was turned down was more on lack of involvement in the community.

McAdams
MPC has never turned down an application on this property. It was turned down by County Commission.

Scott Smith
We approved the use within the last 60 days.
No sinkholes on this 3.6 acres show on the KGIS website.

Mac Goodwin
Problem is water aquafers and karst areas with sinkholes, caves, streams, are all of what forms the aquafer. Contaminants permeate into that leaving less water people are going to have to use and drink.

Elizabeth Eason
To be consistent with the concept plan we approved, support this.

Upon roll call the Planning Commission voted as follows:
Bustin No
Clancy No

Cole	No
Crowder	Yes
Eason	No
Goodwin	Yes
Lomax	Yes
Phillips	No
Roth	No
Smith	No
Thomas	Yes
Tocher	No
Longmire	No

MOTION FAILED 4-9.

MOTION (PHILLIPS) AND SECOND (ROTH) WERE MADE TO APPROVE. MOTION CARRIED 9-4 (GOODWIN, LOMAX, CROWDER, THOMAS – NO). APPROVED.

b. Rezoning **10-H-16-RZ**

From A (Agricultural) to EC (Employment Center).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE EC (Employment Center) zoning.

MOTION (PHILLIPS) AND SECOND (ROTH) WERE MADE TO APPROVE STAFF RECOMMENDATION. MOTION CARRIED 9-4 (GOODWIN, LOMAX, CROWDER, THOMAS – NO). APPROVED.

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: The Development Corporation of Knox County

Date Filed: 8/19/2016 Meeting Date: October 13, 2016

Application Accepted by: Marc Payne

Fee Amount: $1,000 File Number: Rezoning 10-H-16-RZ

Fee Amount: $ 00 File Number: Plan Amendment 10-D-16-SP

PROPERTY INFORMATION

Address: 8906 and 8907 Thorn Grove Pike

General Location: North side of Thorn Grove, North of I-40, West of Midway Road

Parcel ID Number(s): 074 09603 & 074 0961

Tract Size: 1.47 ac + 2.17 ac = 3.64 ac

Existing Land Use: Residential

Planning Sector: East Knox County

Growth Policy Plan: Planned Growth

Census Tract: 53.02

Traffic Zone: 132

Jurisdiction: ☐ City Council _____ District
☑ County Commission 8 District

Requested Change

REZONING

FROM: Agricultural (A)

TO: Employment Center (EC)

PLAN AMENDMENT

☐ One Year Plan ☑ East County Sector Plan

FROM: LDR

TO: BP-1

PROPOSED USE OF PROPERTY

Business Park

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

☑ PROPERTY OWNER ☑ OPTION HOLDER

PLEASE PRINT
Name: Todd Napier, President
Company: The Development Corp. of Knox County
Address: 17 Market Square, #201
City: Knoxville State: TN Zip: 37902
Telephone: 865-546-5887
Fax: 865-546-6170
E-mail: tanapier@knoxdevelopment.org

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Todd Napier, President
Company: The Development Corp of Knox County
Address: 17 Market Square, #201
City: Knoxville State: TN Zip: 37902
Telephone: 865-546-5887
Fax: 865-546-6170
E-mail: tanapier@knoxdevelopment.org

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.

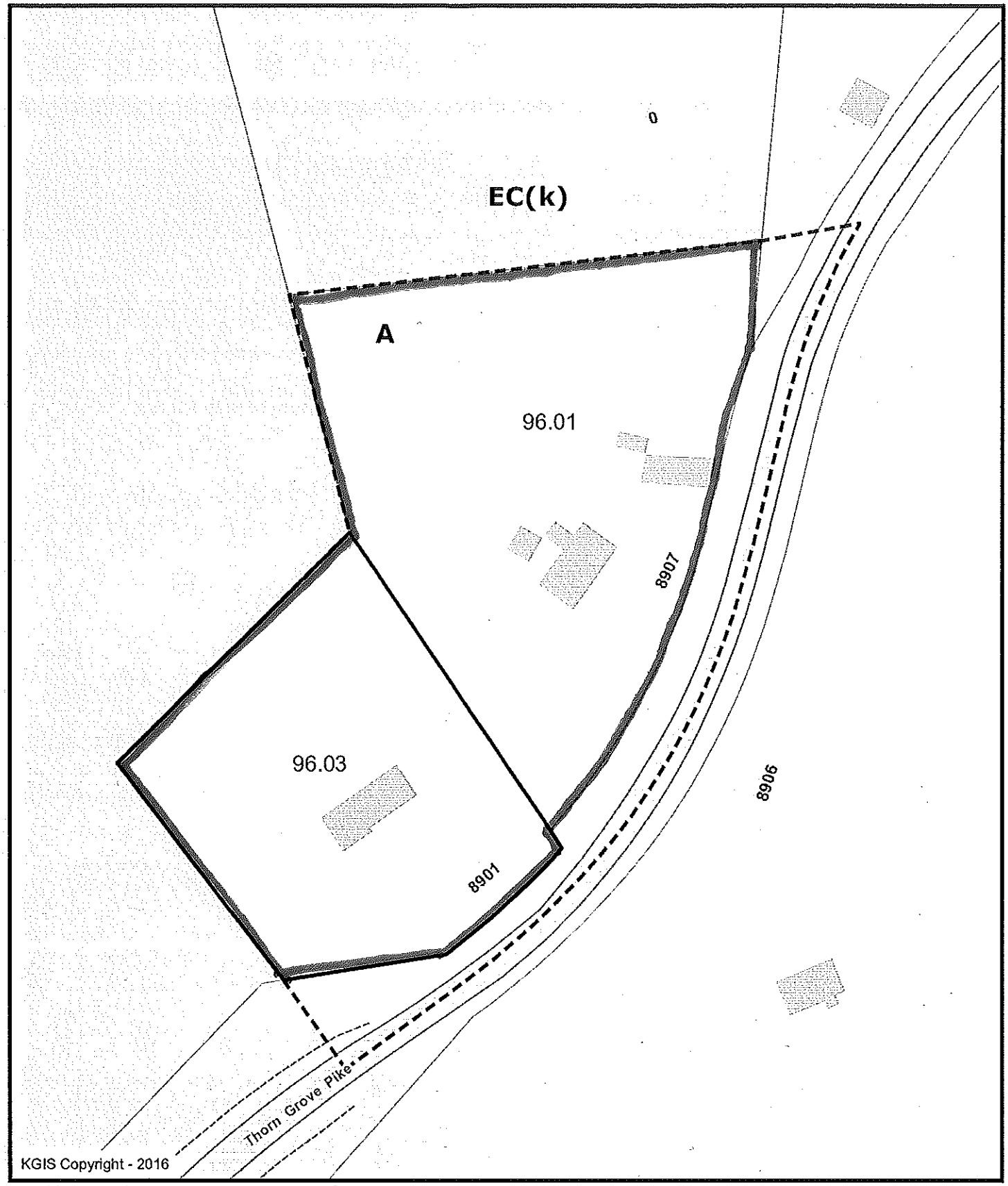
Signature: Todd A. Napier

PLEASE PRINT
Name: Todd A. Napier
Company: The Development Corp of Knox County
Address: 17 Market Square, #201
City: Knoxville State: TN Zip: 37902
Telephone: 865-546-5887
E-mail: tanapier@knoxdevelopment.org

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

	Name	Address • City • State • Zip	Owner	Option
1	The Development Corp of Knox County	17 Market Square, #201 Knoxville, TN 37902 Parcel 074 09603 (owner) Parcel 074 09601 (option holder)	✓	✓
2	Johnathan Guy	8907 Thorngrove Pike Knoxville, TN 37914 Parcel 074 09601 (owner)	✓	



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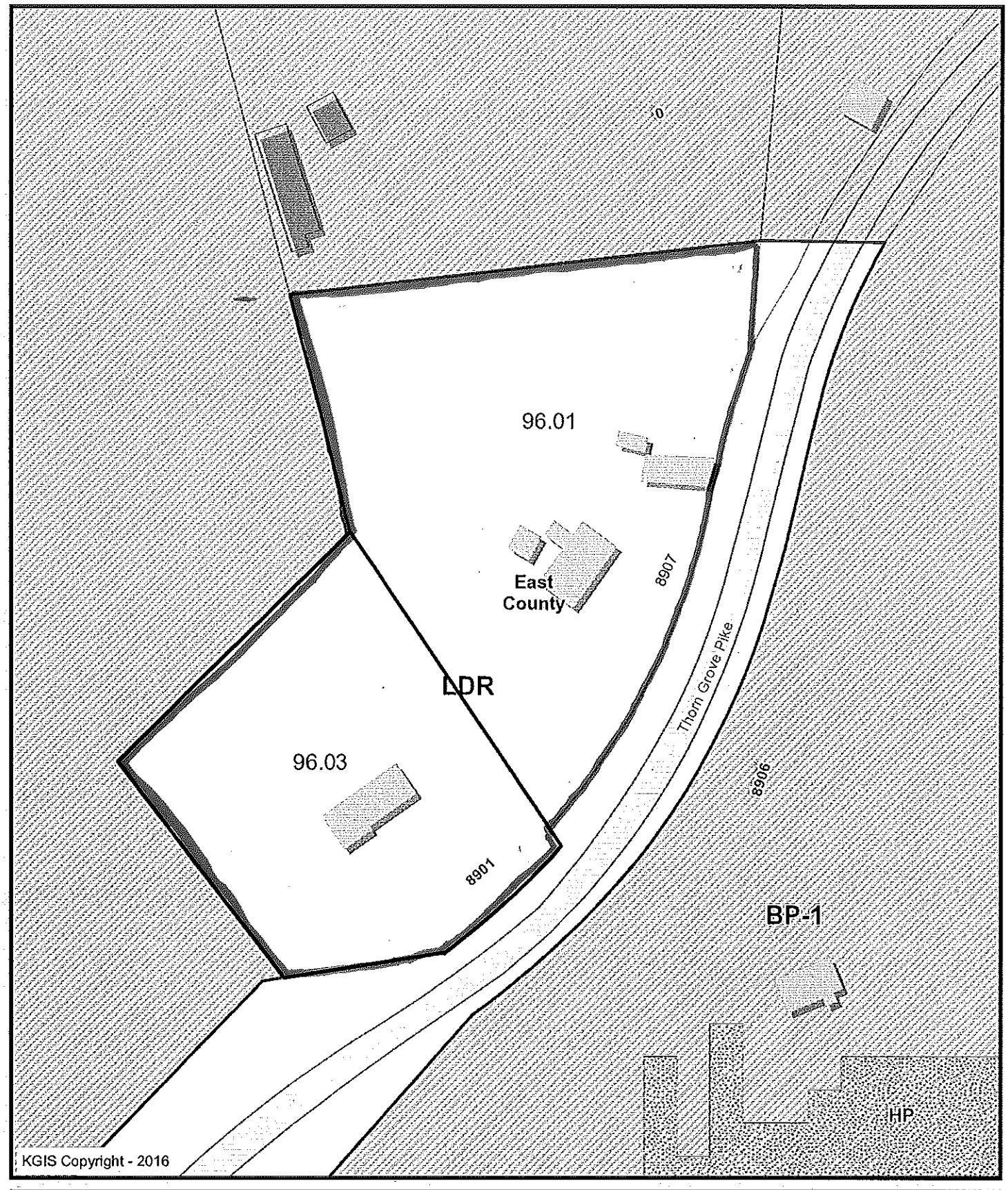

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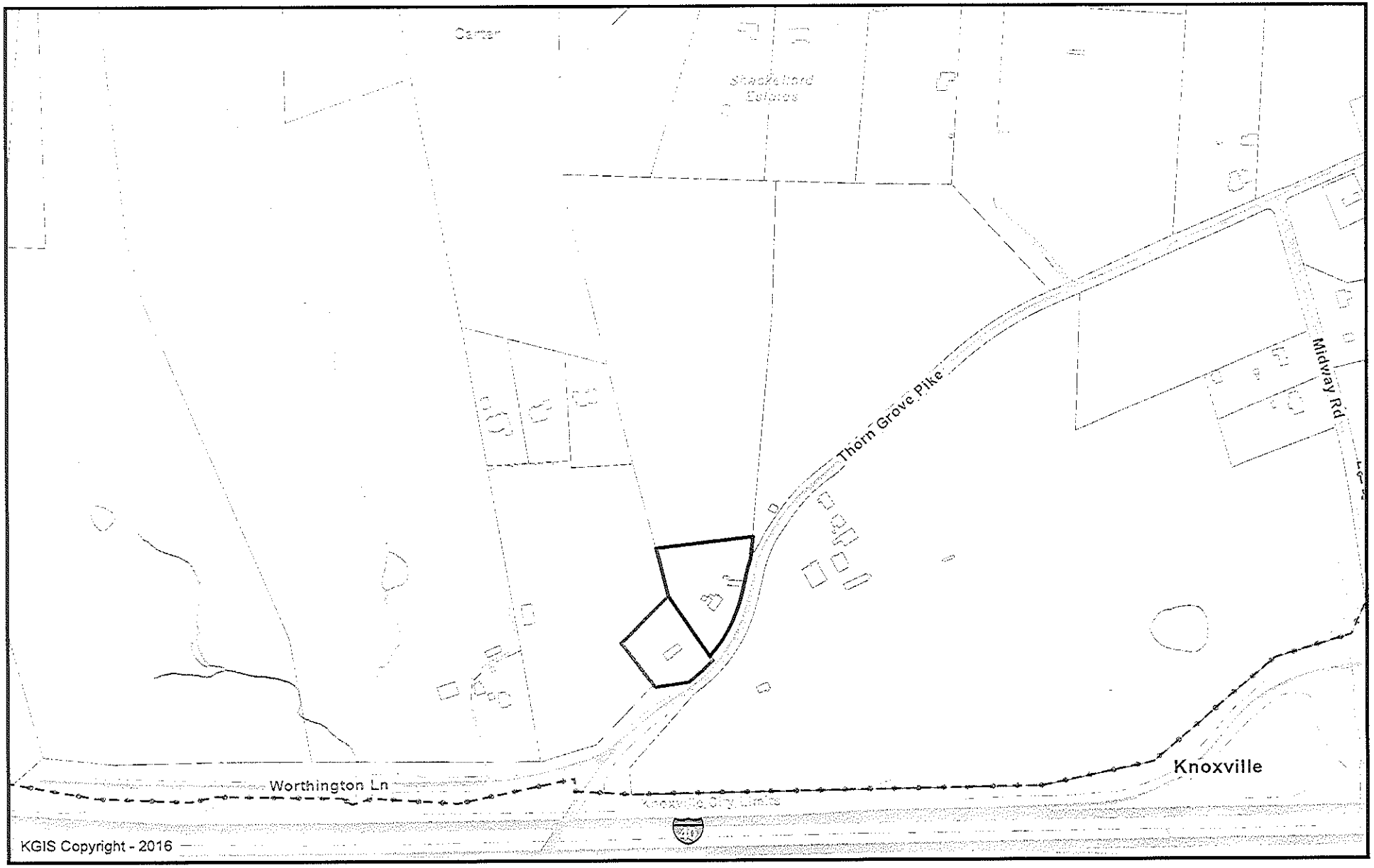

8901 and 8907 Thorn Grove Pike

Sector Plan update and Rezoning request

Knoxville - Knox County - KUB Geographic Information System

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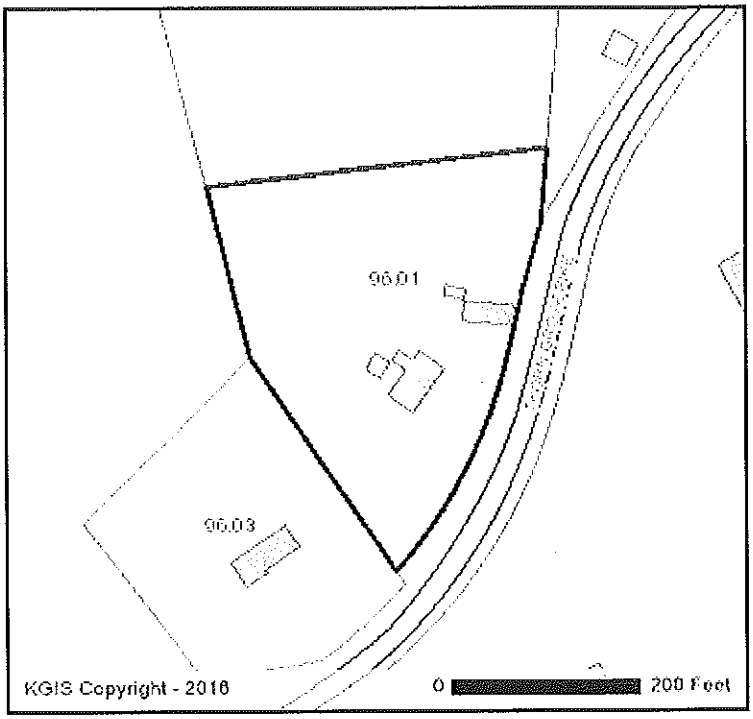
Parcel 074 09601 - Property Map and Details Report



Property Information

Location Address:	8907 THORN GROVE PIKE
CLT Map:	74
Insert:	
Group:	
Condo Letter:	
Parcel:	96.01
Parcel ID:	074 09601
Parcel Type:	
District:	S8
Ward:	
City Block:	
Subdivision:	CONLEY PROPERTY
Rec. Acreage:	2.17
Calc. Acreage:	0
Recorded Plat:	20121126 - 0033822
Recorded Deed:	20121203 - 0035801
Deed Type:	Deed:Full Coven
Deed Date:	12/3/2012

Address Information

Site Address:	8907 THORN GROVE PIKE KNOXVILLE - 37914
Address Type:	RESIDENTIAL
Site Name:	

Owner Information

GAY JOHNATHAN MICHAEL
8907 THORN GROVE PIKE
KNOXVILLE, TN 37914

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:	53.02
Planning Sector:	East County

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts

Voting Precinct:	87	
Voting Location:		Odd Fellows Lodge Hall 10103 THORN GROVE PIKE
TN State House:	19	Harry Brooks
TN State Senate:	6	Becky Duncan Massey
County Commission:	8	Dave Wright Bob Thomas Ed Brantley
City Council:		
School Board:	8	Mike McMillan

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones

Elementary:	CARTER ELEMENTARY
Intermediate:	
Middle:	CARTER MIDDLE
High:	CARTER HIGH

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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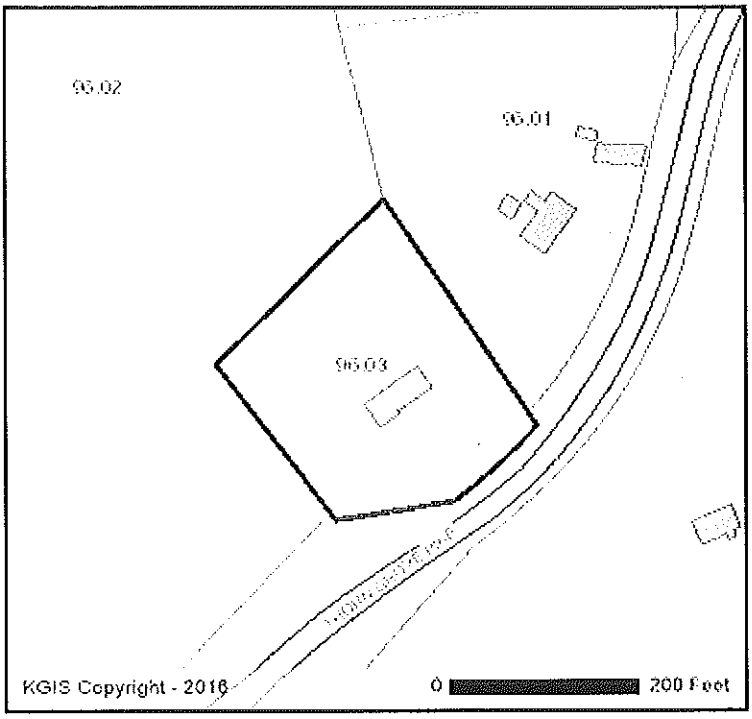
Parcel 074 09603 - Property Map and Details Report



Property Information

Location Address:	8901 THORN GROVE PIKE
CLT Map:	74
Insert:	
Group:	
Condo Letter:	
Parcel:	96.03
Parcel ID:	074 09603
Parcel Type:	
District:	S8
Ward:	
City Block:	
Subdivision:	
Rec. Acreage:	0
Calc. Acreage:	1.47
Recorded Plat:	-
Recorded Deed:	20151013 - 0023312
Deed Type:	Deed:Full Coven
Deed Date:	10/13/2015

Address Information

Site Address:	8901 THORN GROVE PIKE KNOXVILLE - 37914
Address Type:	RESIDENTIAL
Site Name:	

Owner Information

THE DEVELOPMENT CORPORATION OF KNOX COUNTY
17 MARKET SQUARE STE 201
KNOXVILLE, TN 37902

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:	53.02
Planning Sector:	East County

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts

Voting Precinct:	87	
Voting Location:		Odd Fellows Lodge Hall 10103 THORN GROVE PIKE
TN State House:	19	Harry Brooks
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County Commission:	8	Dave Wright Bob Thomas Ed Brantley
City Council:		
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Elementary:	CARTER ELEMENTARY
Intermediate:	
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Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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Knoxville NEWS SENTINEL

> Ad Proof

Sales Rep: Louise Watkins (K3405) Phone: (865) 342-6515 Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 10/18/16

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: 1320877 P.O. Number: Total Cost: $129.60

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 10/20/16 Stop Date: 10/20/16

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, November 21, 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.

Street Closure

ERIC MOSELEY - Change Coyote Way to 'Elsie Lavell Way' between Letsinger Cove Lane and northeastern terminus, Commission District 6. MPC Recommendation: Approve.

Plans/Rezonings

PARKER PROPERTIES, INC. - Northwest side Sherrill Blvd., north of Park West Blvd., Commission District 3. Rezoning from PR (Planned Residential) & OS (Open Space) to PC (Planned Commercial). MPC Recommendation: Approve.

PARKER PROPERTIES, INC. - North side Sherrill Blvd., west of Christian Academy Blvd., Commission District 3. Rezoning from PR (Planned Residential) to PC (Planned Commercial). MPC Recommendation: Approve.

NORMAN DALE STEWART AND VALERIE TREECE STEWART - Southwest end Gardenstone Way, southwest of Old Clinton Pike, Commission District 7. North County Sector Plan Amendment from LDR (Low Density Residential) to GC (General Commercial) and Rezoning from RA (Low Density Residential) and A (Agricultural) to CA (General Business). MPC Recommendation: Approve.

THE DEVELOPMENT CORPORATION OF KNOX COUNTY - Northwest side Thorn Grove Pike, north of I-40, southwest of Midway Rd., Commission District 8. East County Sector Plan Amendment from LDR (Low Density Residential) to BP-1 (Business Park Type 1) and Rezoning from A (Agricultural) to EC (Employment Center). 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.

RLA-6646 **8-B-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 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 OCTOBER)**

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

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

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 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)

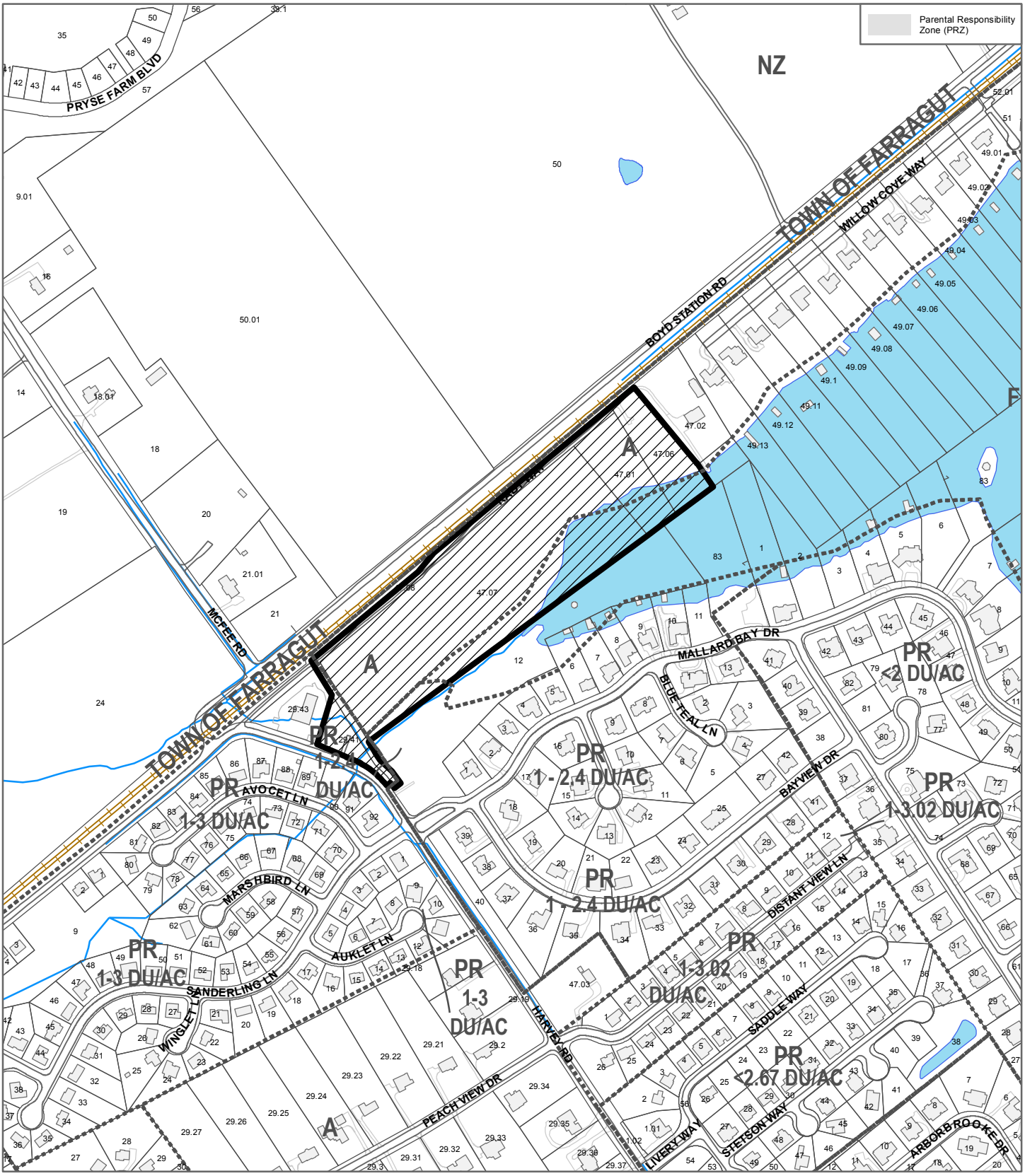
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate 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

Petitioner: HM Properties, GP

From: A (Agricultural) and F (Floodway)

To: PR (Planned Residential) and F (Floodway)

Map No: 162

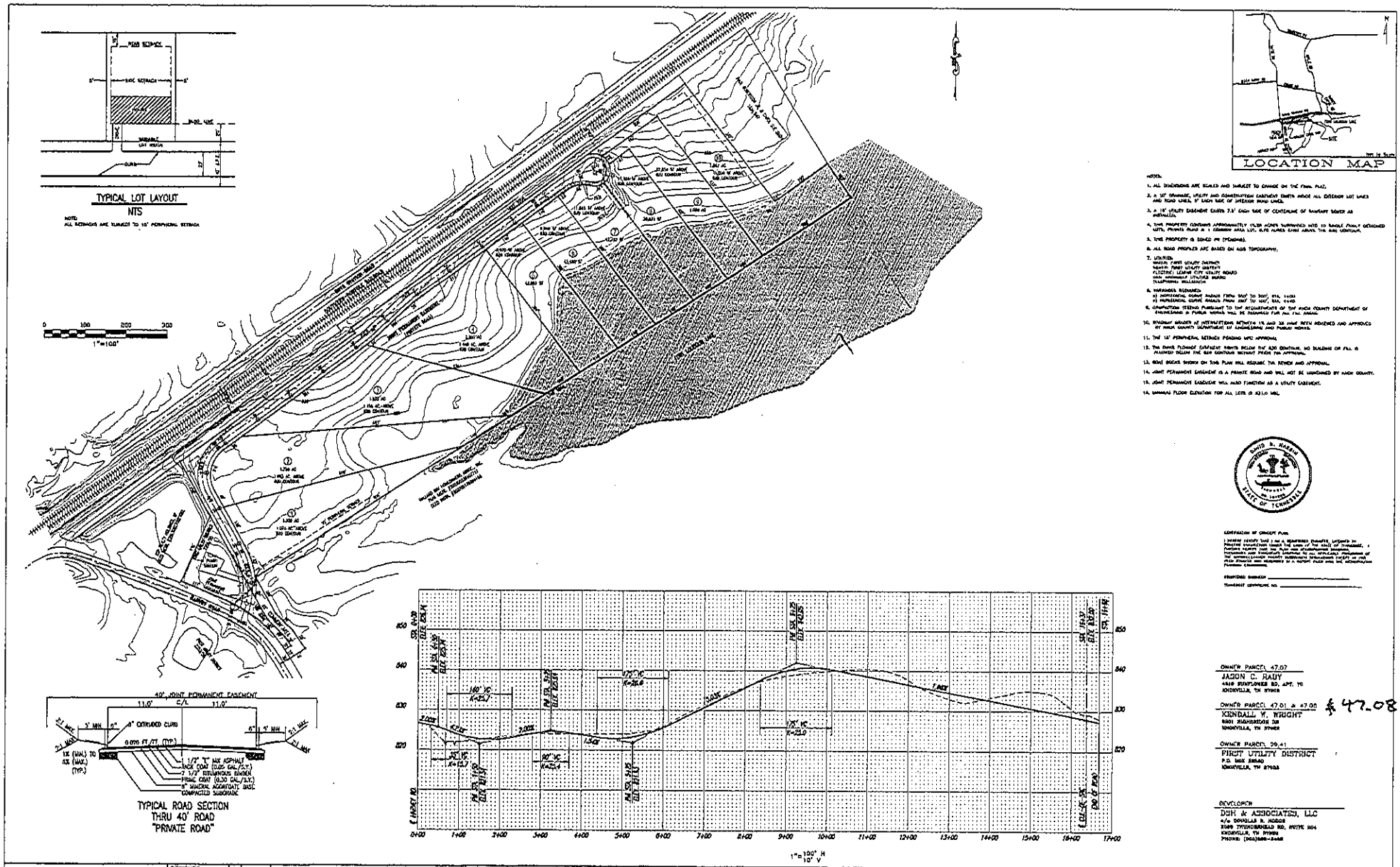
Jurisdiction: County

0 500 Feet

N

Original Print Date: 7/20/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*


TYPICAL LOT LAYOUT
NTS
NOTE:
ALL SETBACKS ARE SUBJECT TO 10' PERIPHERAL SETBACK
1"=100'
LOCATION MAP
SITE
40' JOINT PERMANENT EASEMENT
TYPICAL ROAD SECTION
THRU 40' ROAD
"PRIVATE ROAD"
1"=100' H
10' V
OWNER PARCEL 47.07
JASON C. RAUY
4818 SUNFLOWER RD. APT. 70
KNOXVILLE, TN 37909
OWNER PARCEL 47.01 & 47.08
KENDALL W. WRIGHT
5801 HIGHGROVE DR
KNOXVILLE, TN 37918
OWNER PARCEL 29.41
FIRST UTILITY DISTRICT
P.O. BOX 22840
KNOXVILLE, TN 37933
DEVELOPER
DSH & ASSOCIATES, LLC
c/o DONALD H. HODGE
5909 THUNDERHEAD RD. SUITE 804
KNOXVILLE, TN 37918
PHONE: (865)688-5688
BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE: (865) 588-6472
FAX: (865) 588-6473
DESIGNED DDH
DRAWN TPD
CHECKED DDH
SCALE: AS NOTED
DATE 06/14/16
DEED REFERENCES:
INSTR. #200902200053103 (PARCEL 47.07)
INSTR. #201001110043021 (PARCELS 47.01 & 47.08)
INSTR. #201001110043021 (PARCEL 47.08)
DEED BOOK 2253, PAGE 55 (PARCEL 29.41)
CONCEPT AND DEVELOPMENT PLAN & ROAD PROFILES FOR
DSH & ASSOCIATES, LLC
CIT 182, PARCELS 47.01, 47.08, 47.07, 47.08
DISTRICT 0, KNOX COUNTY, TN
24888-SP
SHEET 1 OF 1 SHEET(S)

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 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	**8-B-16-RZ**			**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**
	Addressing Note:	**Recorded JPE is currently named**		
		" RABY WAY"		
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 / donna.hill@knoxmpc.org fax 215 2237

Metropolitan Planning Commission

ADDRESSING DEPARTMENT

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

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.

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE
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: HM Properties, GP

Date Filed: 6/26/16 Meeting Date: 8/12/16

Application Accepted by: Thomas Brechko

Fee Amount: $1360.00 File Number: Rezoning 8-B-16-RZ

Fee Amount: — File Number: Plan Amendment —

RECEIVED
JUN 27 2016
Metropolitan Planning Commission

PROPERTY INFORMATION

Address: 114 Harvey Road

General Location: Corner of Harvey Rd & Boyd Station

Parcel ID Number(s): Map 162 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 Mapherson
Company: HM Properties, GP
Address: 2099 Thunderhead Rd Suite 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 St. 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 S Hodge

PLEASE PRINT
Name: Doug Hodge
Company: HM Properties, LLC
Address: 2099 Thunderhead Rd, St 204
City: Knoxville State: TN Zip: 37922
Telephone: 865-755-8066
E-mail: dhodge@dshassociates.com

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

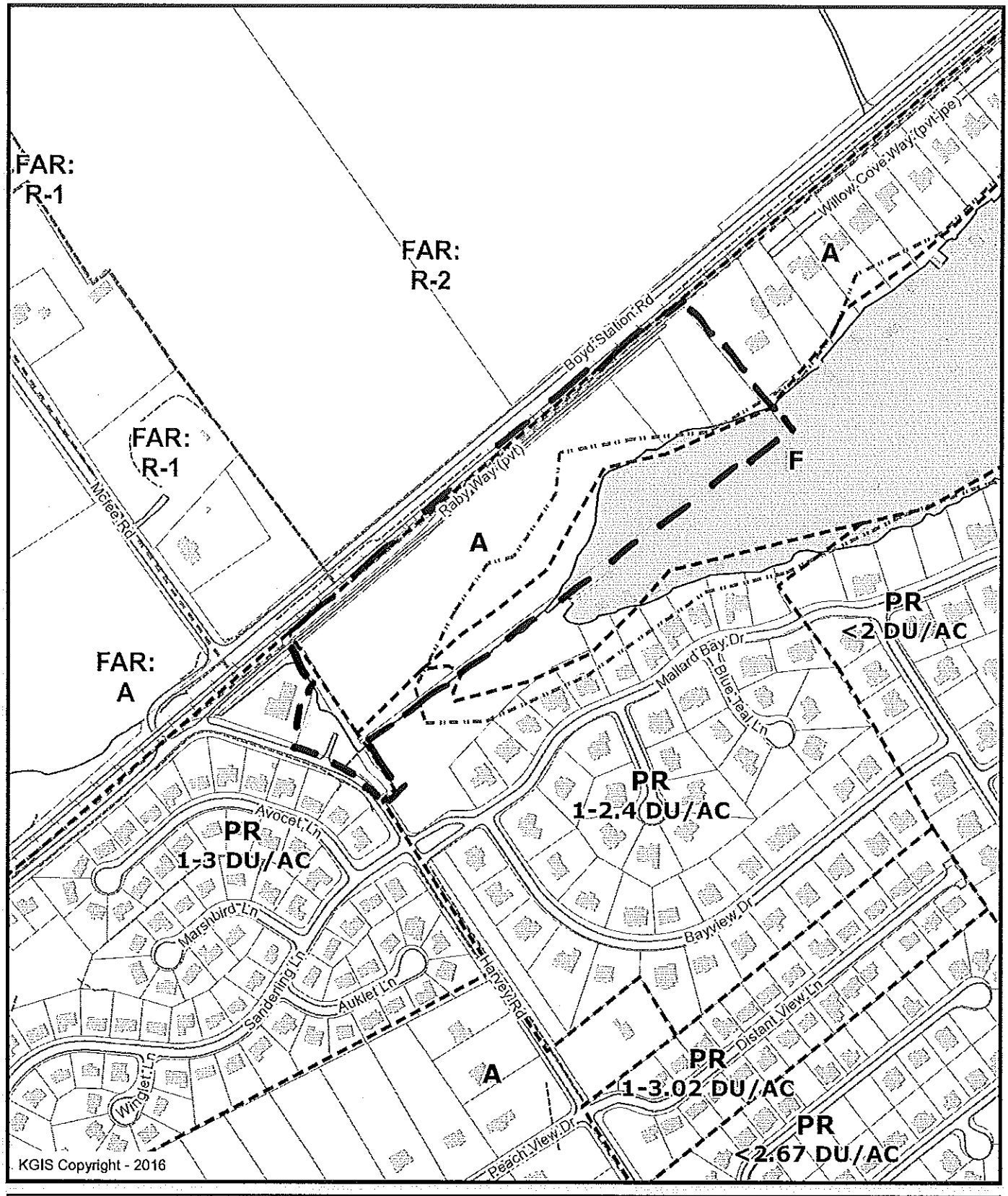
Please Print or Type In Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option
Kendell Wright	8901 Highbridge Dr. Knox, TN 37922	✓	
~~[illegible]~~ c/o FUD	122 Durwood Rd Knoxville TN 37933	GM	FUD

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type In Black Ink: (If more space is required attach additional sheet.)

	Name	Address • City • State • Zip	Owner	Option
1	HM Properties, GP	2099 Thunderhead Rd, Knoxville, TN 37922		X
2				
3				



Letter Portrait

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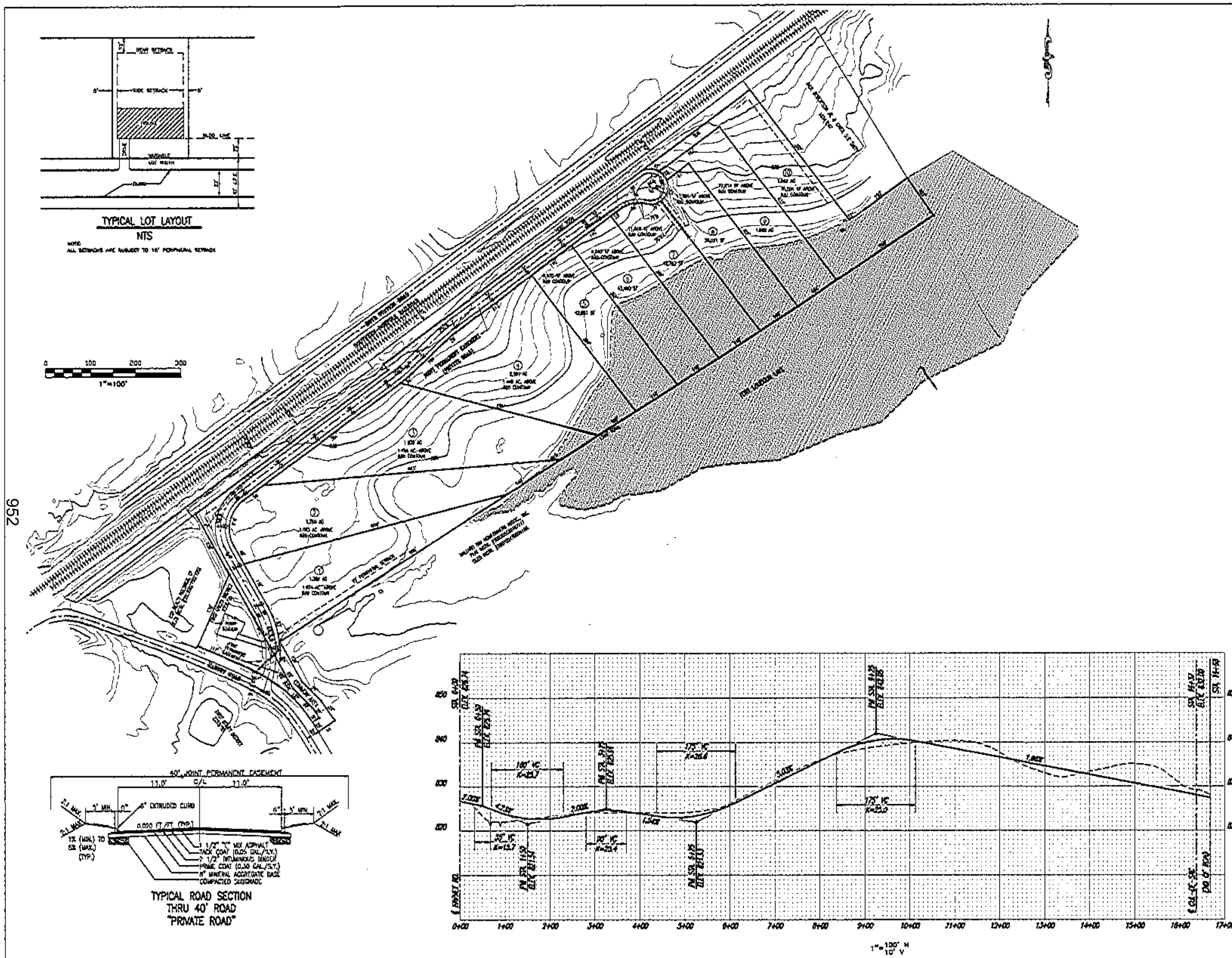

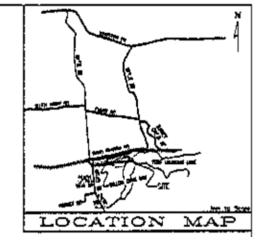

NOTES:

1. ALL DIMENSIONS ARE SCALED AND SUBJECT TO CHANGE ON THE FINAL PLAT.
2. A 10' DRAINAGE, UTILITY AND CONSTRUCTION EASEMENT EXISTS INSIDE ALL EXTERIOR LOT LINES AND ROAD LINES, 5' EACH SIDE OF INTERIOR ROAD LINES.
3. A 15' UTILITY EASEMENT EXISTS 7.5' EACH SIDE OF CENTERLINE OF SANITARY SEWER AS INSTALLED.
4. THIS PROPERTY CONTAINS APPROXIMATELY 14.38 ACRES SUBDIVIDED INTO 10 SINGLE FAMILY DETACHED LOTS, PRIVATE ROAD & 1 COMMON AREA LOT. 4.70 ACRES LAKE ABOVE THE 820 CONTOUR.
5. THIS PROPERTY IS ZONED PR (PENDING).
6. ALL ROAD PROFILES ARE BASED ON KGIS TOPOGRAPHY.
7. UTILITIES:
WATER: FIRST UTILITY DISTRICT
SEWER: FIRST UTILITY DISTRICT
ELECTRIC: LENOIR CITY UTILITY BOARD
GAS: KNOXVILLE UTILITIES BOARD
TELEPHONE: BELLSOUTH
8. VARIANCES REQUIRED:
a) HORIZONTAL CURVE RADIUS FROM 250' TO 100', STA. 1+00
b) HORIZONTAL CURVE RADIUS FROM 250' TO 100', STA. 4+00
9. COMPACTION TESTING PURSUANT TO THE REQUIREMENTS OF THE KNOX COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS WILL BE REQUIRED FOR ALL FILL AREAS.
10. ROADWAY GRADES AT INTERSECTIONS BETWEEN 1% AND 3% MUST BE REVIEWED AND APPROVED BY KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS.
11. THE 15' PERIPHERAL SETBACK PENDING MPC APPROVAL.
12. TVA OWNS FLOWAGE EASEMENT RIGHTS BELOW THE 820 CONTOUR. NO BUILDING OR FILL IS ALLOWED BELOW THE 820 CONTOUR WITHOUT PRIOR TVA APPROVAL.
13. BOAT DOCKS SHOWN ON THIS PLAN WILL REQUIRE TVA REVIEW AND APPROVAL.
14. JOINT PERMANENT EASEMENT IS A PRIVATE ROAD AND WILL NOT BE MAINTAINED BY KNOX COUNTY.
15. JOINT PERMANENT EASEMENT WILL ALSO FUNCTION AS A UTILITY EASEMENT.
16. MINIMUM FLOOR ELEVATION FOR ALL LOTS IS 821.0 MSL.

OWNER PARCEL 47.07
JASON C. RADY
4319 SUNFLOWER RD. APT. 70
KNOXVILLE, TN 37909

OWNER PARCEL 47.01 & 47.06
KENDALL W. WRIGHT
KNOXVILLE, TN 37932

$47.08

OWNER PARCEL 29.41
FIRST UTILITY DISTRICT
P.O. BOX 22580
KNOXVILLE, TN 37933

DEVELOPER
DSH & ASSOCIATES, LLC
c/o DOUGLAS E. HODGE
8000 THUNDERHEAD RD, SUITE 204
KNOXVILLE, TN 37932

BATSON, HIMES, NORVELL & POE
REGISTERED ENGINEERS & LAND SURVEYORS
4334 PAPERMILL DRIVE
KNOXVILLE, TENNESSEE 37909
PHONE (865) 588-6472
FAX (865) 588-6473

DESIGNED	DSH
DRAWN	TPD
CHECKED	DDH

NO.	DATE	REVISION	APPR.
1	6/22/15	MPC COMMENTS	

SCALE: AS NOTED

DATE 06/14/16

DEED REFERENCES:
INSTR. #200902260053105 (PARCEL 47.07)
INSTR. #201001110043921 (PARCELS 47.01 & 47.06)
INSTR. #201001100045021 (PARCEL 47.08)
DEED BOOK 2253, PAGE 35 (PARCEL 29.41)

CONCEPT AND DEVELOPMENT PLAN & ROAD PROFILES FOR
DSH & ASSOCIATES, LLC
CLT 162, PARCELS 47.01, 47.06, 47.07, 47.08
DISTRICT 6, KNOX COUNTY, TN

24898-SP

SHEET 1 OF 1 SHEET(S)

Knoxville NEWS SENTINEL

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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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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/Rezonings

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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RLA-6307 **4-P-16-RZ**

Work Session

Meeting Date:	11/14/2016
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 OCTOBER)**

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
TTCDA Approval?	Certificate of Appropriateness approved 4-11-2016.

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION REZONING REPORT

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.

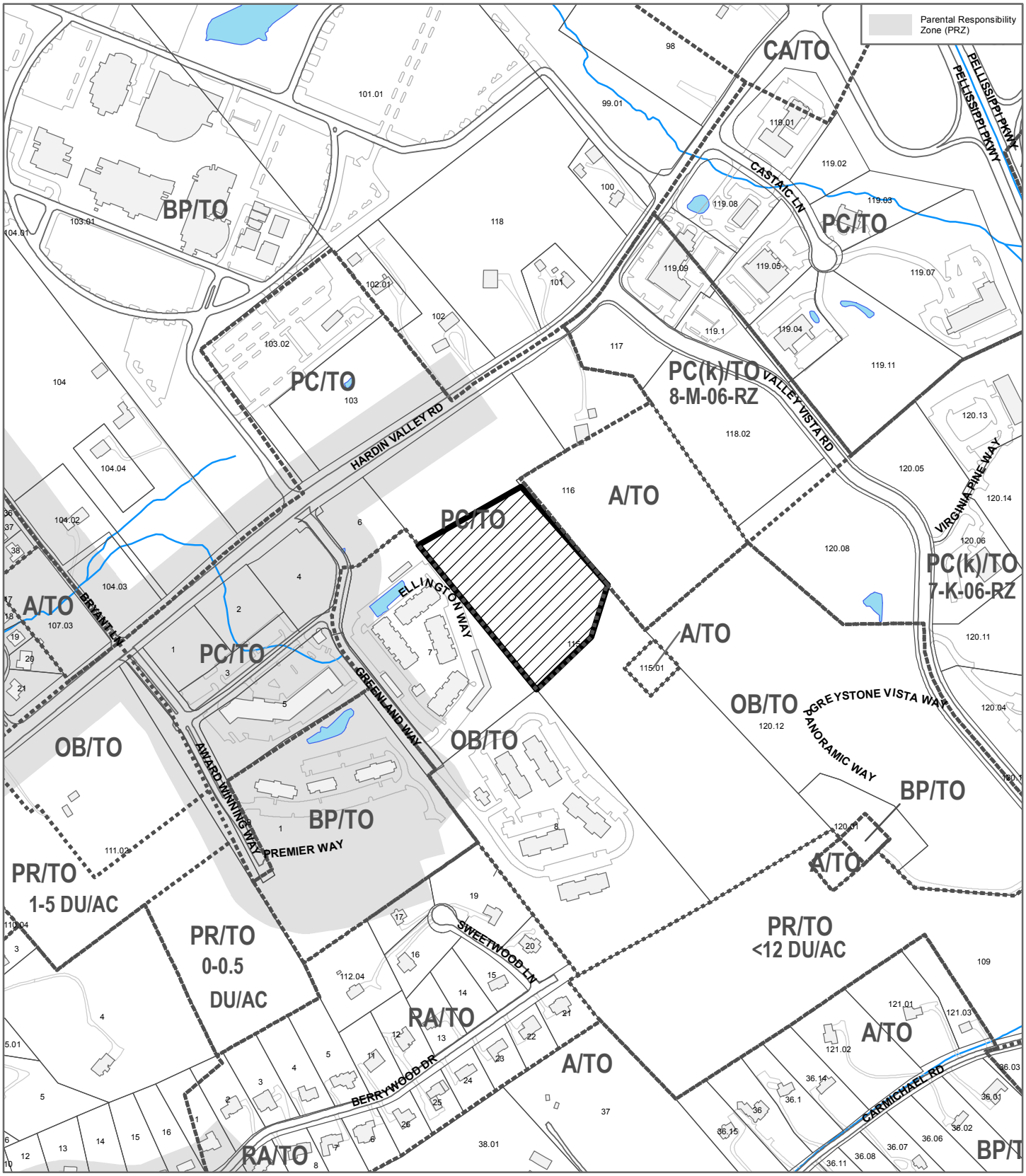
THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:
1. Public water and sewer utilities are available to the site.
2. With the extension of zoning, the impact on surrounding properties should be minimal. 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.



4-P-16-RZ
REZONING

Petitioner: Hardin Valley Land Partners, LLC

From: PC (Planned Commercial) / TO (Technology Overlay)

To: OB (Office, Medical, and Related Services) / TO (Technology Overlay)

Map No: 103
Jurisdiction: County

0 500 Feet

N

Original Print Date: 3/21/2016 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN
PLANNING
COMMISSION
TENNESSEE
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865•215•2500
FAX•215•2068
www•knoxmpc•org

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.

Dbl Fee

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

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: 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: _____

PLEASE PRINT

Name: Mr. Rusty Bittle

Company: Hardin Valley Land Partners, LLC

Address: 10784 Hardin Valley Road

City: Knoxville **State:** TN **Zip:** 37932

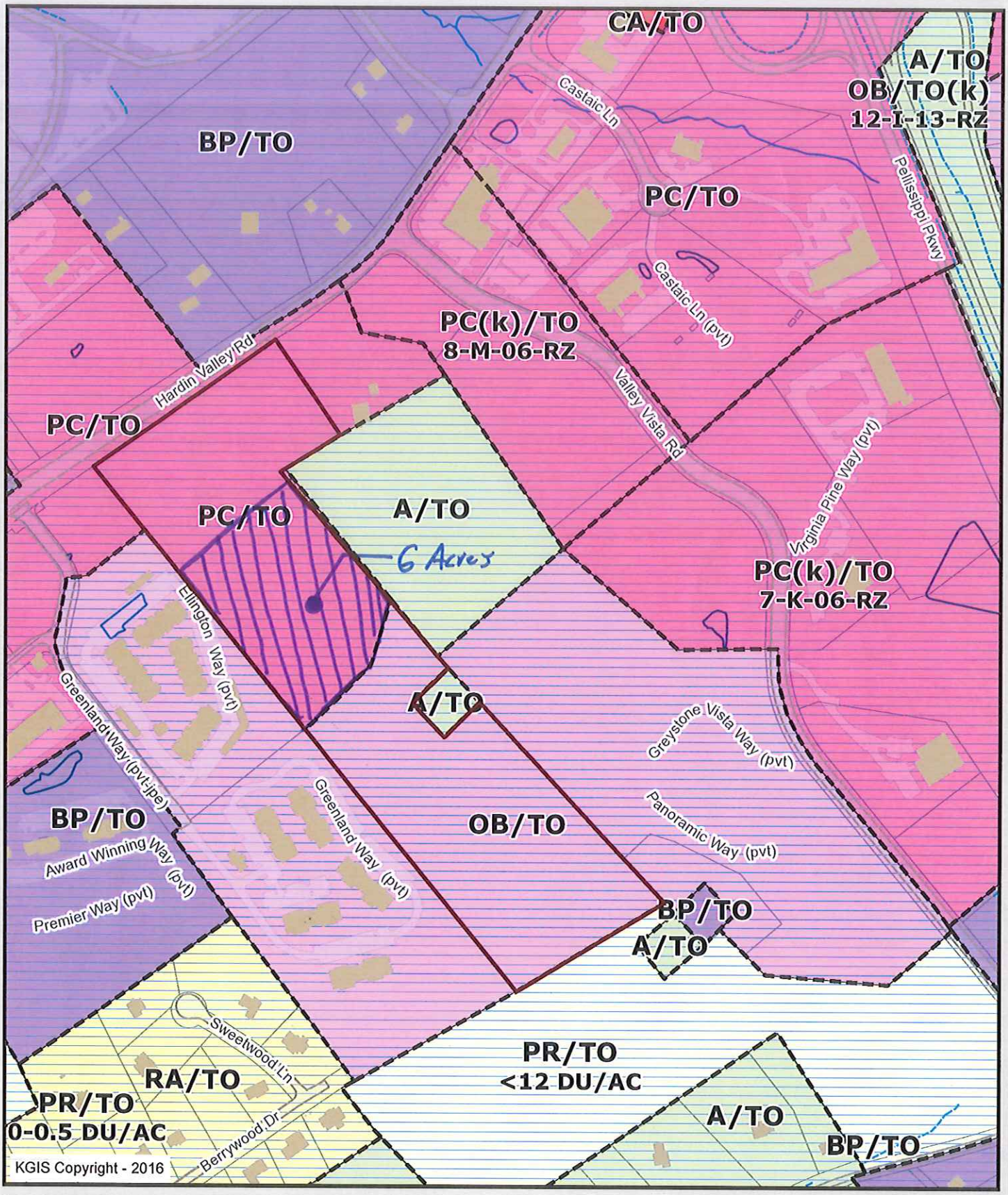
Telephone: (865) 670-7426

E-mail: rusty@hardinvalleyland.com

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink: (If more space is required attach additional sheet.)

Name	Address • City • State • Zip	Owner	Option
Hardin Valley Land Partners, LLC	10784 Hardin Valley Road, Knoxville TN 37932	X	



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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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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/Rezonings

UNIQUE BY NATURE - Northwest side Walker Springs Rd., west of N. Gallaher 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.

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