Knox County Commission

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

SAMUEL MCKENZIE, 1ST DISTRICT
AMY BROYLES, 2ND DISTRICT
TONY NORMAN, 3RD DISTRICT
JEFF OWNBY, 4TH DISTRICT
RICHARD BRIGGS, 5TH DISTRICT
BRAD ANDERS, 6TH DISTRICT, VICE-CHAIR
R. LARRY SMITH, 7TH DISTRICT
DAVE WRIGHT, 8TH DISTRICT
MIKE BROWN, 9TH DISTRICT
MIKE HAMMOND, 10TH DISTRICT, CHAIRMAN
ED SHOUSE, 11TH DISTRICT

THE KNOX COUNTY BOARD OF COMMISSIONERS SHALL MEET IN REGULAR SESSION ON MONDAY, AUGUST 22, 2011 AT 1:45 P.M. IN THE MAIN ASSEMBLY ROOM OF THE CITY COUNTY BUILDING, 400 WEST MAIN STREET.

I. CALL TO ORDER/ROLL CALL (1:45 P.M.):

A. Public Forum

1. **Herb Moncier - Resolution 11-8-804**

B. Honorary Resolutions

II. CALL TO ORDER/ROLL CALL (2:00 P.M.):

A. Devotional

Commissioner Jeff Ownby

B. Pledge to the Flag

Commissioner Tony Norman

C. Approval of Minutes of Previous Meeting

D. Amendents to the Agenda

E. Drives and Roads

Consideration of the closure of road and right of way at the intersection of Pleasant Ridge Road and Clinton Highway.
(FIRST READING) (DEFERRED FROM JULY)
(Engineering and Public Works)
Work Session Recommendation: **Defer 30 Days**

Consideration of the closure of a portion of Kathy Lane off Everett Road. Property owners: Blue Beacon, USA L.P. and CWW Enterprises, L.P. **(FIRST READING)**
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

F. Line Item Transfers

Line Item Transfers.
(Finance)
Work Session Recommendation: **Approve** **11-0-0-0**

G. Notary Applications

H. Resolutions
(Education Consent, Consent Calendar, Resolutions not on Consent)

*R-11-8-101 Consideration of a Resolution of the Commission of Knox County, Tennessee declaring a Moment of Remembrance of the 10th Anniversary of the terrorist attacks commited against the United States on September 11, 2001. **(TO BE ADDED)**
(Commissioner Hammond)

*R-11-8-110 Consideration of a Resolution of the Comission of Knox County, Tennessee reappointing Dave Parmly, a citizen member with benefits administration experience, and Frank Robinson, a citizen member with financial management experience, to the Knox County Health Insurance Appeal Board.
(Human Resources)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-201 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Carl D. Perkins Career and Technical Education Act of 2006 Year Four Action Plan and funding in the amount of $806,834.00 for the Knox County Schools Career and Technical Education Program for the period beginning July 1, 2011 and ending June 30, 2012.
(Schools)
Work Session Recommendation: **Approve** **11-0-0-0**

R-11-8-202 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of a grant award in the amount of $212,190.00 for the U.S. Department of Health and Human Services to expand the Vine Middle School Health Clinic to the following eight (8) Schools: Lonsdale Elementary, Christenberry Elementary, Dogwood Elementary, Sarah Moore Greene Elementary, Belle Morris Elementary, Pond Gap Elementary, South Doyle Middle and Austin-East High.
(Schools)
Work Session Recommendation: **Withdraw at Request of Sponsor**

*R-11-8-203 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of the FY 2011-2012 No Child Left Behind grant award in the amount of $388,000.00 from the Tennessee Department of Education relative to the 21st Century Community Learning Centers Program for after school programs at Carter Elementary, Carter Middle, Carter High, East Knox Elementary, West Hills Elementary and West Haven Elementary Schools.
(Schools)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-204 Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of a grant award in the amount of $12,000.00 from the Jane L. Pettway Foundation for the "Saturday Stories and Songs" program.
(Library)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-401 Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts with Rogers Group, Inc. and Duracap Asphalt Paving Company Inc. for hot mix asphalt pick up.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

R-11-8-402 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a construction contract in the amount of $3,073,604.04 with APAC-Atlantic, Inc. for the Outlet Drive Extension Project.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **10-1-0-0**

*R-11-8-403 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of $55,050.00 with heirs of Jean Sausville and the life estate of Mae Miller (both deceased) for the right-of-way acquisition and slope and temporary construction easements on property located at 11616 Snyder Road for the Oulet Drive Expansion Project.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-404 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of $6,000.00 with Anniversary Holding Company, LLC for the right-of-way acquisition and a temporary construction easement on property located at 11706 Snyder Road for the Outlet Drive Expansion Project.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-405 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with J.C. and Shirley Letsinger for the donation to Knox County of right-of-way and drainage, slope and temporary construction easements on property located at 11609 Hayes Lane for the Outlet Drive Expansion project.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-406 Consideration of a Resolution of the Commission of Knox County, Tennessee approving deeds of easement in the amount of $927.50 payable to Knox County for two permanent utility easements and one temporary construction easement on properties located at 7128 (Parcel ID 021 05815) and 7201 (Parcel ID 021 05121) Tazewell Pike to Hallsdale Powell Utility District for a new sewer line.
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-407 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Mac's Tire Recycling Inc. at a cost of $50.00 per ton for the processing of waste tires collected by Knox County and generators registered with the State of Tennessee Waste Tire Disposal Program.
(Solid Waste)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-601 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding (MOU) in the amount of $397,546.00 between the Knox County Health Department and the Knox County School System for the continuation of the "In School Health Program" for FY 2011-2012.
(Health Department)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-602 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant agreement in the amount of $199,410.00 with the Tennessee Department of Health to provide emergency dental services for uninsured adult.
(Health Department)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-603 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with University Physician's Association, Inc. for third party insurance billing services for the Knox County Health Department to expand its ability to bill insurance companies for services provided by the Knox County Health Department and the School Located Vaccination Clinics, also known as the FluMist Program.
(Health Department)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-604 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a lease agreement in the monthly rental amount of $3,800.00 with Jefferson Federal Bank for space known as the Hardy Clinic located at 2202 Martin Luther King Avenue for a four (4) year term beginning July 1, 2011 and ending June 30, 2015.
(Health Department)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-605 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Professional Services Agreement with Medical Solutions to provide temporary clinical and non-clinical support to the Knox County Health Department for the School Located Vaccination Clinics, also known as the FluMist Program, and as necessary to supplement the Health Department during influenza season from September 2011 through January 2012.
(Health Department)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-701 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract in the amount of $72,898.00 with Knoxville Football Officials Association for providing officials to the Knox County Parks & Recreation Department's Youth Football Program.
(Parks and Recreation)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-702 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant agreement in the amount of $80,000.00 with a $20,000.00 in-kind services match with the Tennessee Department of Environment and Conservation and the City of Knoxville to construct the Bearden Circle Greenway.
(Parks and Recreation)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-703 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Local Agency Project Agreement with the Tennessee Department of Transportation for the construction of Phase II of the Halls Park to School Greenway Link for an estimated project cost of $626,602.50 with $501,282.00 (80%) provided by the State and $125,320.50 (20%) provided by Knox County.
(Parks and Recreation)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-704 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant agreement with the Tennessee Department of Environment and Conservation in the amount of $80,000.00 with local match in the Amount of $20,000.00 to construct a greenway at Plumb Creek Park.
(Parks and Recreation)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-705 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Local Agency Project Agreement with the Tennessee Department of Transportation and the City of Knoxville for Phase I of the Knox-Blount Greenway Project for an estimated project cost of $1,451,975.00 with $1,161,580.00 (80%) provided by the State and $290,395.00 (20%) provided jointly by the City ($145,194.50) and the County ($145,197.50). **(TO BE ADDED)**
(Parks and Recreation)
Work Session Recommendation: **Approve** **11-0-0-0**

*R-11-8-801 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Rite Way Service Inc. for Janitoral and Carpet Cleaning Services for Knox County Facilities.
(Purchasing)
Work Session Recommendation: **Approve** **11-0-0-0**

R-11-8-802 Consideration of a Resolution of the Commission of Knox County, Tennessee designating and appropriating funds from fiscal year 2011 to fiscal year 2012 for various funds and departments.
(Finance)
Work Session Recommendation: **No Recommendation** **11-0-0-0**

*R-11-8-803 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Brentwood Services for Workers' Compensation Claims Administration and Integrated Occupational Health related services.
(Finance)
Work Session Recommendation: **Approve** **11-0-0-0**

R-11-8-804 Consideration of a Resolution of the Commission of Knox County, Tennessee approving an appropriation in the amount of $134,277.95 from the General Fund Balance for the purpose of reimbursing former Knox County Sheriff Timothy Hutchison for reasonable attorney's fees incurred while successfully defending an ouster lawsuit, as provided by Tennessee Law.
(Law Department)
Work Session Recommendation: **No Recommendation** **10-1-0-0**

R-11-8-901 Consideration of a Resolution of the Commission of Knox County, Tennessee placing employees of the Knox County Commission under the General Knox County Employee Handbook. **(DEFERRED FROM JULY)**
(Commissioner Hammond)
Work Session Recommendation: **Defer 30 Days**

*R-11-8-902 Consideration of a Resolution of the Commission of Knox County, Tennessee requesting that the Metropolitan Planning Commission conduct a study to determine which land use and zoning categories are best suited for the construction and/or placement of pain management clinics, and make recommendations to the Knox County Commission of such amendments to the Knox County Zoning Ordinance.
(Commissioners Hammond and Anders)
Work Session Recommendation: **Approve** **11-0-0-0**

R-11-8-903 Consideration of a Resolution of the Commission of Knox County, Tennessee approving the following documents related to the new Carter Elementary School: (1) an Interlocal Cooperation Agreement between Knox County, The Industrial Development Board of the County of Knox, and the Knox County Board of Education; (2) a Purchase Agreement between Knox County and the Industrial Development Board of the County of Knox; and (3) a Memorandum of Understanding and Agreement between Knox County and the Industrial Development Board of the County of Knox.
(Commissioner Hammond)
Work Session Recommendation: **No Recommendation** **11-0-0-0**

R-11-8-904 Consideration of a Resolution of the Commission of Knox County, Tennessee requesting that the Chairman of the Knox County Commission forward a letter to the Knox County Legislative Delegation requesting that a bill be introduced that serves to amend Tennessee Code Section 13-3-101 by requiring that prospective appointees to local planning commissions nominated by a County's Chief Executive be representative of all County Commission districts.
(Commissioners Brown and Broyles)
Work Session Recommendation: **Approve** **10-1-0-0**

R-11-8-905 Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with FIS-Metavante PayDirect Solutions for Tax Payment Processing Services for the Knox County Trustee's office. **(TO BE ADDED)**
(Trustee)
Work Session Recommendation: **No Recommendation** **11-0-0-0**

R-11-8-906 Consideration of a Resolution of the Commission of Knox County, Tennessee amending the previously adopted Five-Year Capital Improvement Plan for fiscal years 2012-2016 and appropriating funds not previously appropriated for the first year of the plan. **(TO BE ADDED)**
(Commissioner Hammond)
Work Session Recommendation: **No Recommendation** **11-0-0-0**

* Consideration of the Acceptance of New County Roads:
A.) Dannaher Drive in the Dannaher Place Subdivision, District 7.
(TO BE ADDED)
(Engineering and Public Works)
Work Session Recommendation: **Approve** **11-0-0-0**

I. Ordinances on First Reading

J. Ordinances on Second Reading

O-11-7-101 Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Chapter 2, Article X, Division 6 of the Knox County Code by adding a new Section 2-838, previously reserved, to provide that any employee having direct or indirect knowledge of any suspected illegal, improper, wasteful or fraudulent activity, or any violations of the Knox County Employee Handbook has an absolute, unqualified duty to immediately report such activities to his or her Supervisor, Department Director, or the Director of Human Resources and failure to do so may lead to disciplinary action up to and including termination from employment with Knox County (Ord. No. O-02-7-101, adopted 8-26-02).**(SECOND READING)**
(Commissioner Hammond)

Work Session Recommendation: **Approve w/Amendment** **11-0-0-0**

O-11-7-102 Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Section 2-286 of the Knox County Code entitled "Defense and Indemnification of County Employees" to add new subsections 2-286(e) and 2-286(f) to provide for the reimbursement of Knox County employees and elected and appointed officials for court costs and attorney's fees in certain instances (Ord. No. O-94-12-101, adopted 1-23-95).**(SECOND READING)**
(Commissioner Hammond)

Work Session Recommendation: **Approve** **11-0-0-0**

K. Public Forum

L. Other Business

Discussion regarding an amendment to the Commission Meeting Rules of Procedure.
(Law Director)

Work Session Recommendation: **Defer 30 Days** **11-0-0-0**

III. CALL TO ORDER/ROLL CALL (6:00 P.M.):

A. Zoning Requests

6-D-11-OB Request of the Metropolitan Planning Commission to approve the Report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

6-A-11-SP Request of PSC METALS, INC. FOR NORTHWEST COUNTY SECTOR PLAN AMENDMENT FROM LI (LIGHT INDUSTRIAL) TO HI (HEAVY INDUSTRIAL); Property located northeast side Cogdill Road, southeast of Starkey Lane. 6TH COMMISSION DISTRICT; MPC ACTION: ADOPT RESOLUTION , AMENDING THE NORTHWEST COUNTY SECTOR PLAN TO HI (HEAVY INDUSTRIAL) LIMITED TO 4.76 ACRES, CURRENT LEASE AREA FOR METAL SOLUTIONS, FUTURE LEASE AREA FOR PSC METALS, AND RECOMMEND THE KNOX COUNTY COMMISSION ALSO ADOPT THE SECTOR PLAN AMENDMENT.

6-B-11-RZ Request of PSC METALS, INC. FOR REZONING FROM RA (LOW DENSITY RESIDENTIAL)/TO (TECHNOLOGY OVERLAY) AND CB (BUSINESS AND MANUFACTURING)/TO (TECHNOLOGY OVERLAY) TO I (INDUSTRIAL)/ TO (TECHNOLOGY OVERLAY); Property located northeast side Cogdill road, southeast of Starkey Lane. 6TH COMMISSION DISTRICT; MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE I (K) (INDUSTRIAL) / TO (TECHNOLOGY OVERLAY) ZONING, SUBJECT TO TWO CONDITIONS.

7-A-11-SP Request of LEON VINEYARD FOR NORTH COUNTY SECTOR PLAN AMENDMENT FROM AG/RR (AGRICULTURAL/RURAL RESIDENTIAL) TO RC (RURAL COMMERCIAL); Property located southeast side Raccoon Valley Drive, northeast of Norris Freeway. 8TH COMMISSION DISTRICT; MPC ACTION: ADOPT RESOLUTION #7-A-11-SP, AMENDING THE NORTH COUNTY SECTOR PLAN TO RC (RURAL COMMERCIAL) AND RECOMMEND THE KNOX COUNTY COMMISSION ADOPT THE AMENDMENT.

7-A-11-RZ Request of LEON VINEYARD FOR REZONING FROM A (AGRICULTURAL) TO CR (RURAL COMMERCIAL); Property located southeast side Raccoon Valley Drive, northeast of Norris Freeway. 8TH COMMISSION DISTRICT; MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE CR (RURAL COMMERCIAL.

7-B-11-RZ Request of AUTUMN CARE, LLC II FOR REZONING FROM CA (GENERAL BUSINESS) TO OB (OFFICE, MEDICAL, AND RELATED SERVICES). Property located east side Canton Hollow Road, west end Flickenger Lane, south of Kingston Pike. 5TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE OB (OFFICE, MEDICAL, AND RELATED SERVICES).

7-E-11-RZ Request of JOHN WM. MASE FOR REZONING FROM A (AGRICULTURAL) TO RA (LOW DENSITY RESIDENTIAL); Property located northeast side Andes Road, southeast of Fry Road. 6TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE RA (LOW DENSITY RESIDENTIAL).

7-F-11-RZ Request of JUDY PAYNE, AMY AND BRAD SABOL FOR REZONING FROM A (AGRICULTURAL) TO RA (LOW DENSITY RESIDENTIAL); Property located southeast side Foust Drive, southwest of Mascot Road. 8TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE RA (LOW DENSITY RESIDENTIAL).

B. Zoning Appeals

C. Amendments to the Knox County Zoning Ordinance

O-11-7-103 Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Articles 5, Sections 5.31 General Business Zone, 5.32 Business and Manufacturing Zone, 5.33 Planned Commercial Zone, 5.34 Shopping Center Zone, 5.35 Highway Commercial Zone, 5.50 Business and Technology Park and 5.51 Employment Center Zone of the Knox County Zoning Ordinance regarding locations of establishments selling beer for consumption on premise (Ord. No. O-90-9-130, adopted 9-10-90, as amended).
(SECOND READING)
(Metropolitan Planning Commission)
Work Session Recommendation: Approve 11-0-0-0

O-11-7-104 Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Article 5, Section 5.90 (Technology Overlay Zone) of the Knox County Zoning Ordinance to reflect recent changes to the Tennessee Technology Corridor Development Authority (TTCDA) enabling legislation (Ord. No. O-06-1-101, adopted 2-27-06).
(SECOND READING)
(Metropolitan Planning Commission)

Work Session Recommendation: **Approve** 11-0-0-0

D. Other Business

E. Adjournment

RLA-2504
Commission
Meeting Date: 08/22/2011
Requested By: Jolie Bonavita, COUNTY COMMISSION
Department: COUNTY COMMISSION
Requires Expenditure of Funds: NO Funded in Current Budget: NO
Appropriation Required: NO

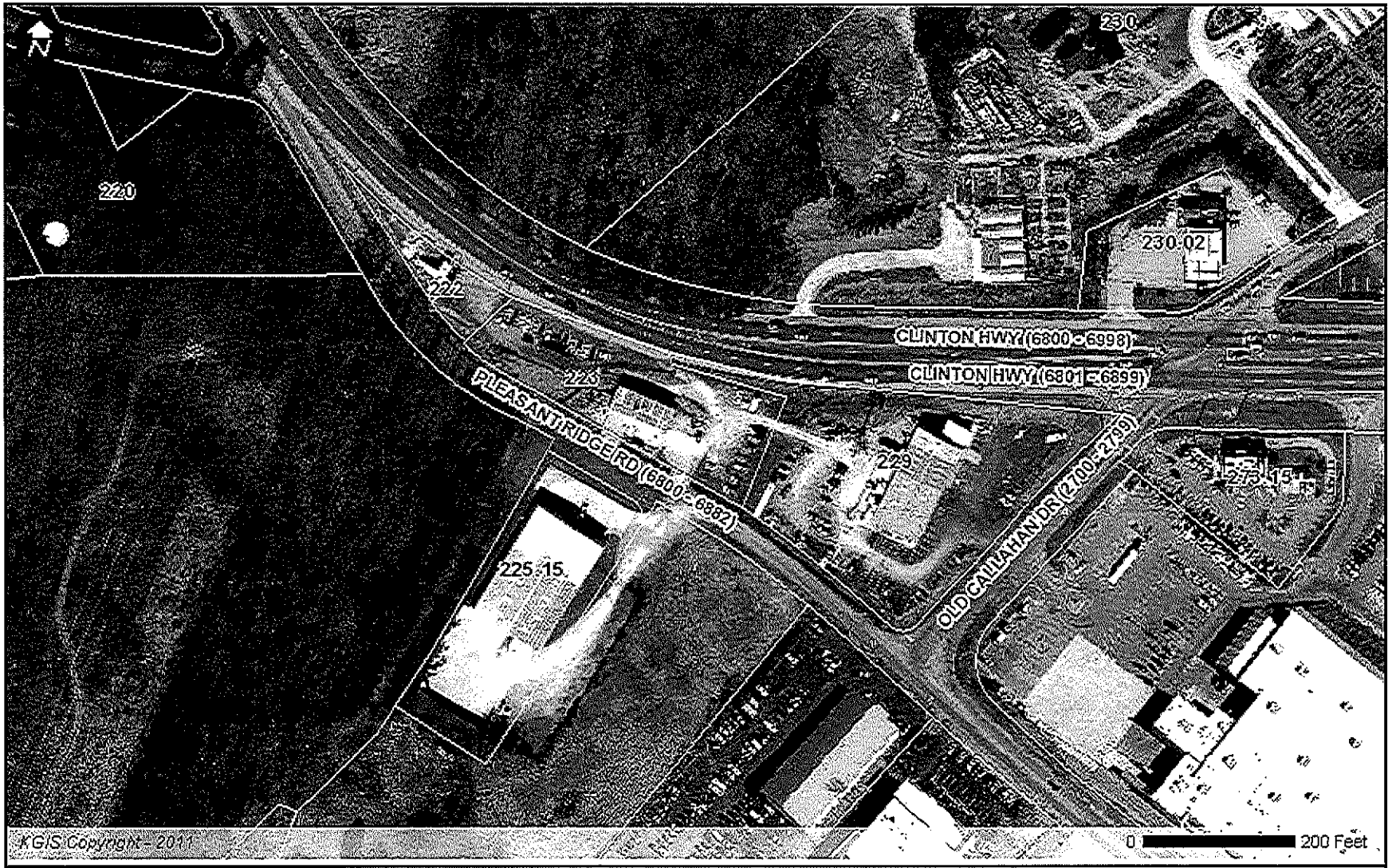
Information

CAPTION

Consideration of the closure of road and right of way at the intersection of Pleasant Ridge Road and Clinton Highway.
(FIRST READING) (DEFERRED FROM JULY)
(Engineering and Public Works)
Work Session Recommendation: **Defer 30 Days**

Attachments

right of way Clinton Hwy



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Printed: 2/22/2011 at 11:34 AM

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RLA-2546

Commission	
Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 the closure of a portion of Kathy Lane off Everett Road. Property owners: Blue Beacon, USA L.P. and CWW Enterprises, L.P. **(FIRST READING)**

(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Kathy Lane Closure

Kathy Lane Letter

July 26, 2011

Knox County Engineering and Public Works
Attn: Senior Director
205 West Baxter Avenue
Knoxville, TN 37917

Dear Senior Director:

I am writing on behalf of the owners of two properties in Knox County, Tennessee, who wish to request a partial closure of Kathy Lane, an undedicated public right-of-way situated between the properties.

We are requesting closure of that portion of Kathy Lane from a point in the centerline of Kathy Lane located approximately 134.83 feet east of the intersection of the centerline of Kathy Lane and the centerline of Everett Road and extending eastwardly approximately 513.46 feet to the point where the centerline of Kathy Lane intersects the northwest right-of-way line of I-75. This request will be accompanied by a survey plat prepared by James F. Boyer, Tennessee License #734 (dba Boyer's Survey Co.), 4501 Idumea Road, Corryton, Tennessee 37721. Mr. Boyer will deliver said plat to your office. Mr. Boyer is also hereby authorized to serve as our representative in regard to this issue at the necessary Knox County Commission meetings.

The property to the north of Kathy Lane (Map 141; Parcel 064) is owned by Blue Beacon U.S.A., L.P, and the property to the south (Map 141; Parcel 065) is owned by CWW Enterprises, L.P. There are no other adjoining property owners. I am the Director of Development of Blue Beacon International, Inc., which is the general partner of both owning entities. We are in the process of transferring ownership of Parcel 064 to CWW Enterprises, L.P., which will then own both parcels. If approved, the closure should be transferred to CWW Enterprises, L.P.

All three entities involved – Blue Beacon International, Inc.; Blue Beacon U.S.A., L.P.; and CWW Enterprises, L.P. – are headquartered at 500 Graves Blvd., PO Box 856, Salina, Kansas 67402. The phone number is 785-825-2221. Please do not hesitate to contact me if you have any questions or require additional information.

Regards,

Dana Morse
Director of Real Estate & Development

DM:bl

cc: Jim Boyer
David Johnson

BLUE BEACON
P.O. BOX 856
SALINA, KANSAS 67402-0856
(785) 825-2221/FAX (785) 825-0801
www.BlueBeacon.com
DELIVERIES TO: 500 GRAVES BOULEVARD/SALINA, KANSAS 67401

BLUE BEACON®
TRUCK WASHES

I HEREBY CERTIFY THAT I AM A SURVEYOR, LICENSED TO DO SURVEYING UNDER THE LAWS OF THE STATE OF TENNESSEE, I FURTHER CERTIFY THAT THIS PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS, AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOXVILLE/KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN ITEMIZED, DESCRIBED AND JUSTIFIED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION, OR FOR VARIANCES FOR WHICH APPLICATION HAS BEEN FILED. THE INDICATED MONUMENTS WERE IN PLACE ON THE

28 DAY OF July, 2011

James F. Boyer

SURVEYOR

TENNESSEE CERTIFICATE NO. 734

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED PROPERTY (IS,IS NOT) LOCATED IN A SPECIAL FLOOD HAZARD AREA.

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1: 15,000 AS SHOWN THEREON.

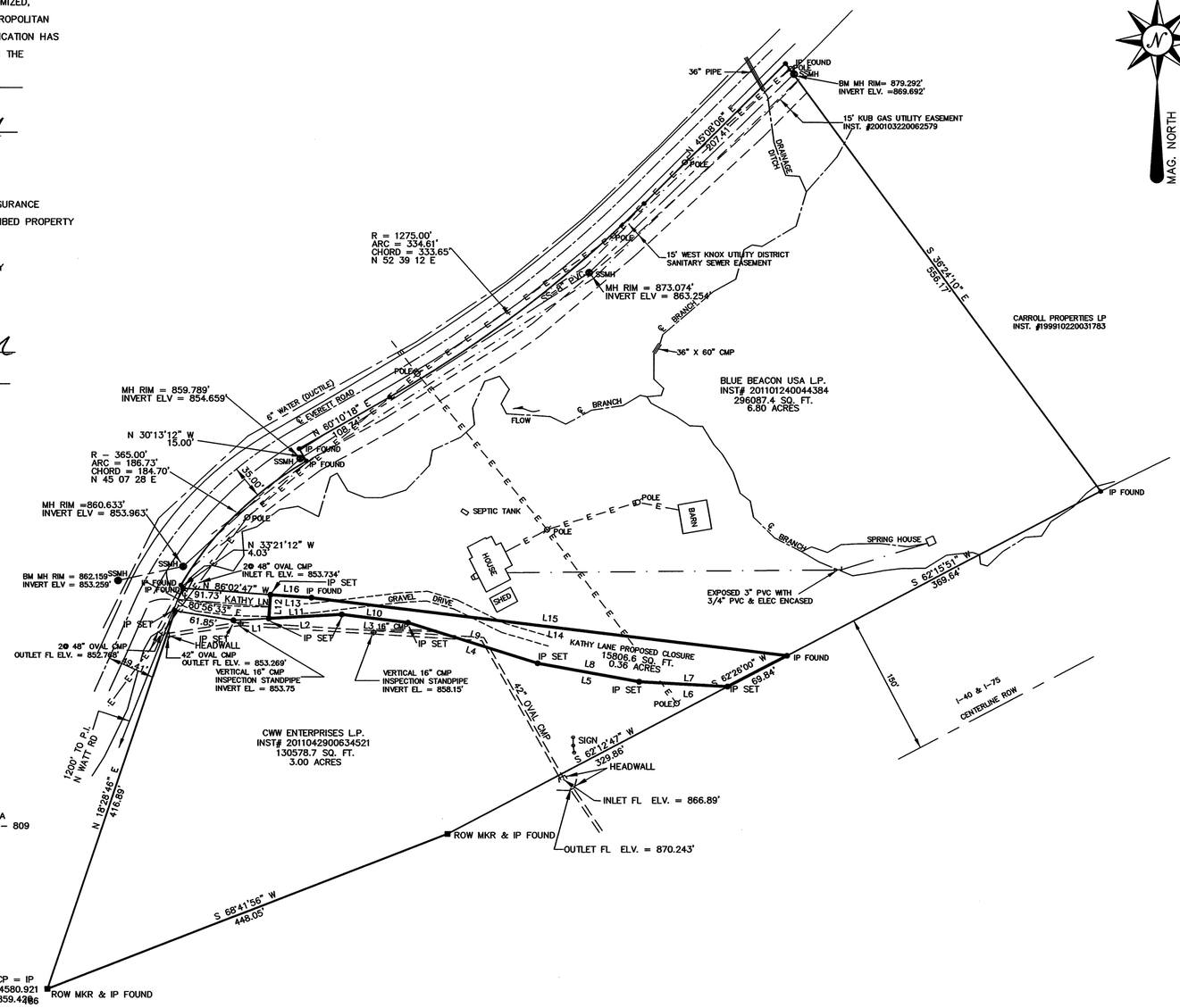
James F. Boyer

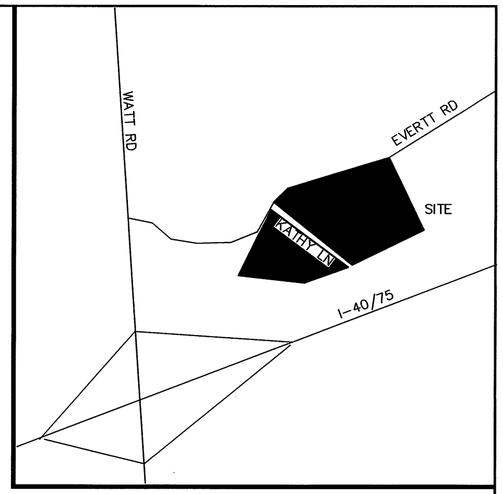
SURVEYOR

TENNESSEE CERTIFICATE NO. 734

LINE TABLE

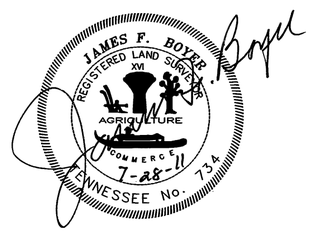
L1	N 86°40'36" E	37.21'
L2	N 86°40'39" E	76.28'
L3	S 82°55'50" E	69.67'
L4	S 72°32'19" E	141.85'
L5	S 79°39'26" E	107.87'
L6	S 86°46'34" E	92.32'
L7	N 86°46'34" W	92.32'
L8	N 79°39'26" W	107.87'
L9	N 72°32'19" W	141.85'
L10	N 82°55'50" W	69.67'
L11	S 86°40'39" W	76.28'
L12	N 03°57'07" E	25.00'
L13	S 86°02'48" E	42.92'
L14	S 83°00'00" E	500.00'
L15	N 83°00'00" W	500.00'
L16	N 86°02'48" W	42.92'





LOCATION MAP – NOT TO SCALE

NOTES:
1 – IRON PIN ALL CORNERS EXCEPT AS NOTED
2 – NORTH ORIENTATION DERIVED FROM WD BOOK INST. #200304300098685
3 – THIS MAP DEPICTS A REQUEST FOR CLOSURE OF A PORTION OF KATHY LANE AND IS PREPARED SOLEY FOR REVIEW BY KNOX COUNTY ENGINEERING AND PUBLIC WORKS AND THE KNOX COUNTY COMMISSION IN CONJUNCTION WITH SAID REQUEST.



0' 100' 200' 300'

PRPOSED ROAD CLOSURE OF A PORTION OF KATHY LANE

CWW ENTERPRISES L.P.

SURVEY FOR

DISTRICT 6 COUNTY OF KNOX, TN WITHIN THE CITY OF WARD

LOT NO. BLOCK IN

ROUTE NO. BOX HOUSE NO.

MAP BOOK PAGE SCALE 1" = 100'

MAP CAB. SLIDE DATE JULY 21, 2011

TAX MAP 141 GROUP PARCEL 064

WARRANTY DEED BK. 201101240044384 PAGE

TAX MAP 141 GROUP PARCEL 065

WARRANTY DEED BK. 201104290063452 PAGE

CENSUS TRACT NO. DRAWN BY JFB

BEARING BASE DEED NORTH(SEE NOTE #2)

BOYER'S SURVEY COMPANY
JAMES F. BOYER R.L.S. # 734

4501 IDUMEA ROAD
CORRYTON TN 37721
PHONE: (865)-933-3571
FAX: (865)-933-3571

DRAWING NO. 101227RDCLOSE

OFFICE OF COUNTY MAYOR TIM BURCHETT
Knox County Engineering & Public Works • 205 West Baxter Avenue, Knoxville, TN 37917

Notice of Request to Close Road

Date:	Friday July 29, 2011
Name of Road:	Kathy Lane
Location of Road:	Off Everett Road, approximately 1200 feet east of Watt Road
Length of Road:	Approximately 542 feet to termination into state right of way of Interstate 40
Reason for Request:	Adjoining owners are the same corporation and wish to consolidate.
Property Owner:	Blue Beacon, USA, L.P. and CWW Enterprises, L.P.

Owner's Representative: Jim Boyer, Boyer's Survey Company

The property owners are required to furnish a survey to the Knox County Law Director's office, which will show metes and bounds the property requested to be closed. Said survey shall contain sufficient data to prepare a quit claim deed to the property owners and to update property records. The requested road closure will not be finalized until this information is furnished to the County.

The closure of this road will be discussed in the large assembly room during the Commission Work Session on **Monday August 15, 2011 at 2:00 p.m.** If you desire, you may attend this meeting. Public hearings will be held later in the same assembly room as part of the County Commission Meetings. The dates are **Monday August 22, 2011** and **Monday September 26, 2011 at 2:00 p.m.** You should be present at these meetings and be prepared to speak on behalf of the property owners that desire to close the road or leave it open, depending on which side you represent.

Sincerely,

Dwight Van de Vate

Dwight Van de Vate, Interim Senior Director
Knox County Engineering and Public Works

phone 865.215.5800 • fax 865.215.5810

RLA-2562

Commission

Meeting Date:	08/22/2011
Requested By:	Chris Caldwell, FINANCE DEPARTMENT
Department:	FINANCE DEPARTMENT
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

Information

CAPTION

Line Item Transfers.

(Finance)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Line Items to Close FY11

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BJE 12-2402 Pat Carson

TO: FINANCE COMMITTEE

DEPARTMENT: ADA DATE: 12-Jul-11

AUTHORIZING SIGNATURE: X Frances Fogerson

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013320	535500	Travel	-975.00	195.00	1013320	518900	Salary	
					180.00	1013320	520750	Health Ins - silver	
					600.00	1013320	542900	Educational Materials	
			TOTALS	-975.00	975.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

1

15

23

TO: FINANCE COMMITTEE

DEPARTMENT: Attorney General DATE: 1-Aug-11

BJE# 2625

AUTHORIZING SIGNATURE: Sam Bonds

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010010	543500	Office Supplies & Minor Equipment	276.00	276.00	1010010	~~539875~~ 529875	Other Benefits Allowances	
			TOTALS	-276.00	276.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: _____ 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Troyer 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Attorney General Office DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Lawn Bounds

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010010	518900	Salary and Wages	-32,800.00	39,600.00	1010010	535500	Travel	
	1010010	529800	Auto Allowance	-5,000.00					
	1010010	529875	Other Benefits	-1,800.00					
			TOTALS	-39,600.00	39,600.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Trogen DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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BJE# 2625

TO: FINANCE COMMITTEE

DEPARTMENT: Attorney General DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X Sam Bowers

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010010	543500	Office Supplies & Minor Equipment	276.00	276.00	1010010	539875	Other Benefits Allowances	
			TOTALS	-276.00	276.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Troyer 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-24

TO: FINANCE COMMITTEE

DEPARTMENT: Building Maintenance DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Hugh Holt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016030	530700	Communications	-4,800.00	5,772.00	1016030	518900	Building Maint - Salaries	
	1016030	550200	Insurance Related Exp	-450.00	842.00	1016030	520100	Building Maint - Social Security	
	1016030	551400	Depreciation	-300.00					
	1016030	541600	HVAC Supplies	-1,064.00					
			TOTALS	-6,614.00	6,614.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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TO: FINANCE COMMITTEE

DEPARTMENT: Circuit Court Clerk DATE: 27-Jul-11

BJE# 2625

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010310	543500	Office Supplies	$ 4,000.00	$ 4,000.00	1010320	539900	Other Professional Services	
	1010330	543500	Office Supplies	1,000.00	1,000.00	1010320	539900	Other Professional Services	
	1010330	520745	Self Ins Hosp - Choice	3,150.00	3,150.00	1010330	518900	Full Time Salaries	
	1010330	539930	Other Services - Daily Ops	2,690.00	2,690.00	1010330	518900	Full Time Salaries	
			TOTALS	$ 10,840.00	$ 10,840.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ DATE 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT

APPROVED AS TO AVAILABILITY OF FUNDS _____ DATE 8-4-11
DIRECTOR OF FINANCE

APPROVED FOR TRANSFER OF FUNDS _____ DATE
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD

BJE 12-2402 Lynn

TO: FINANCE COMMITTEE

DEPARTMENT: Codes Adm, Dirty Lot Ordinance, & Wastewater DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1017530	520740	Code Adm - Health Ins	-10,370.00	6,883.00	1017530	516900	Code Adm - Salaries	
	1017530	545200	Code Adm - Utilities	-5,000.00	4,040.00	1017710	545200	Wastewater - Utilities	
	1017530	535500	Code Adm = Travel	-5,000.00	14,575.00	1017720	518900	Dirty Lot - Salaries	
	1017720	533500	Dirty Lot - Maint of Bld	-1,500.00	2,499.00	1017720	520100	Dirty Lot - Social Security	
	1017720	543500	Dirty Lot - Office Supplies	-3,500.00					
	1017530	542900	Code Adm - Educational Mat	-2,627.00					
			TOTALS	-27,997.00	27,997.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/4

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJE 12-2402 Jolie

TO: FINANCE COMMITTEE

DEPARTMENT: Commission Office DATE: 12-Jul-11

AUTHORIZING SIGNATURE: X Jolie Bonarte

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010910	529800	Auto Allowance	-1,721.00	1,721.00	1010910	518900	Salary	
			TOTALS	-1,721.00	1,721.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____ _____
CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Criminal Court Clerk DATE: 1-Aug-11 BJE#2641

AUTHORIZING SIGNATURE: Joy K McCroskey JR

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016940	559900	Other	$ 5,000.00	$ 5,000.00	1011530	534800	Postage and Freight	
	1011520	533600	Equipment-Rent/Repair/Maint	8,000.00	8,000.00	1011510	534800	Postage and Freight	
	1011520	535100	Rent/Space Bldgs	1,000.00	1,000.00	1011510	543500	Office Supplies Minor Equip	
	1011520	539930	Other Services Daily Operations	4,000.00	4,000.00	1011530	530700	Communications & IT Related	
	1011520	542900	Educational Materials	500.00	500.00	1011530	534800	Postage and Freight	
	1011530	543500	Office Supplies Minor Equip	4,000.00	4,000.00	1011530	533700	Maintenance Office Equip	
			TOTALS	$ 22,500.00	$ 22,500.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyn DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE _____

TO: FINANCE COMMITTEE

DEPARTMENT: Education Summit DATE: 12-Jul-11 BJE# 2688

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013380	530900	Contract with others	-2,641,874.00	2,641,874.00	1013380	559015	Transfer - School	

TO: FINANCE COMMITTEE

DEPARTMENT: Engineering & Public Works DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

BJ # 2392
PD 12
1st/11

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1310130	518900	Stormwater Mgt - Salaries	-55,000.00	26,318.00	1310110	518900	Hwy Adm -Salaries	
	1310210	518900	Highway/Bridge Maint- Salaries	-60,000.00	3,552.00	1310110	520100	Hwy Adm - Social Security	
	1310130	520745	Stormwater Mgt - Health Ins	-19,000.00	2,440.00	1310120	518900	Project Manager - Salary	
	1310320	579100	Bridge Const - Infrastructure	-44,883.00	1,000.00	1310120	545200	Project Manager - Utilities & Fuel	
					10,000.00	1310130	533300	Stormwater Mgt- Licenses	
					3,000.00	1310130	543500	Stormwater Mgt - Office Supplies	
					15,650.00	1310210	520750	Highway/Bridge Maint-Health Ins Silver	
					20,000.00	1310210	533800	Highway/Bridge Maint-Vehicle Repair	
					14,240.00	1310210	559000	Transfer - Engery Savings Contract	
					1,740.00	1310220	518900	Traffic Control - Salaries	
					943.00	1310220	520100	Traffic Control - Social Security	
					80,000.00	1310320	530900	Bridge Const - Contracts with Other Agencies	
			TOTALS	-178,883.00	178,883.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011 - Reclassifying amounts within Engineering & Public Works

APPROVED: _____ DATE 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DATE 8-8-11
DIRECTOR OF FINANCE

APPROVED FOR TRANSFER OF FUNDS _____ DATE _____
CHAIRMAN, COMMISSION/SCHOOL BOARD

11

BJE #2630
PD 12
FY 11

TO: FINANCE COMMITTEE

DEPARTMENT: Engineering & Public Works DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X 8/4/11

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1310130	530700	Communications & IT Related	$ 1,000.00	$ 1,000.00	1310130	542200	Food	
	1310210	516900	Part Time Seasonal	373.00	373.00	1310210	520100	Social Security	
	1310410	529800	Auto Allowance	411.00	411.00	1310210	520100	Social Security	
	1310220	541650	Construction Heavy Maint	3,000.00	3,000.00	1310220	539930	Other Services Daily Ops	
	1310120	529800	Auto Allowance	1,037.00					
	1310130	518900	Full Time Regular Pay	708.00					
	1310130	521100	Retirement	907.00					
	1310410	516900	Part Time Seasonal	609.00					
	1310410	529800	Auto Allowance	525.00					
	1310210	541650	Construction Heavy Maint	16,000.00					
	1310220	543100	Safety & Law Enforcement Supplies	8,000.00					
	1310120	535500	Employee Travel Educational Tr	3,000.00					
	1310130	533300	Licensing & Related Costs	7,000.00					
	1310320	539930	Other Services Daily Ops	1,500.00					
	1310410	543500	Office Supplies Minor Equip	1,500.00	40,786.00	1310210	533800	Vehicle - Repair/Maint	
			TOTALS	$ 45,570.00	$ 45,570.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

BJ # 2574
FY 11
PD 12

DEPARTMENT: Engineering & Public Works DATE: 25-Jul-11

AUTHORIZING SIGNATURE: Dwight Van de Vate

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
na	1160120	533500	Conv. Ctr. - Services-Maint Bldg	$ 530.00	$ 80.00	1160210	520740	Conv. Ctr. - Self Ins Hosp	na
					$ 450.00	1160340	530900	HHW - Contracts	na
na	1017520	542900	Soil Consv. - Educational Mtl	$ 50.00	$ 50.00	1017520	530700	Soil Consv. - Communication	na
na	1017720	545200	Dirty Lot - Utilities	$ 200.00	$ 200.00	1017720	520100	Dirty Lot - Social Security	na
na	1310310	571800	Capital Outlay - Vehicles	$ 2,190.00	$ 354.16	1310110	520100	Hwy Admin - Social Security	na
na	1310210	541650	Hwy Maint - Heavy Const	$ 31,521.34	$ 1,093.24	1310210	520100	Hwy Maint - Social Security	na
					$ 263.94	1310220	520100	Traffic - Social Security	na
					$ 32,000.00	1310220	533600	Traffic - Equip Rent/Repair	na
na	1310320	571500	Bridge Const - Land	$ 30,000.00					
		579100	Bridge Const - Infrastructure	$ 121,881.12					
					$ 151,881.12	1310320	530900	Brdge Const - Contracts	na
				$ 186,372.46	$ 186,372.46				

REMARKS/JUSTIFICATION FOR REQUEST:
Line item transfer to close FY 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILIBILITY OF FUNDS _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Engineering & Public Works DATE: 1-Aug-11

BSE# 2625

AUTHORIZING SIGNATURE: Dwight Van de Vate
Dwight Van de Vate

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
na	1310320	539900	Bridge Const - Othr Prof. Svcs	$ 62,968.34	$ 46,968.34	1310210	541650	Hwy. Maint. - Heavy Const	na
na	1310320	530900	Bridge Const - Contracts	$ 9,000.00	$ 25,000.00	1310210	530900	Hwy. Maint. - Contracts	na
				$ 71,968.34	$ 71,968.34				

REMARKS/JUSTIFICATION FOR REQUEST:
Line iterm transfer for FY 2011 close.

APPROVED: Tim Burgess
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILIBILITY OF FUNDS: Allen Troyer
DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2402 LYNN

TO: FINANCE COMMITTEE

DEPARTMENT: Fire Prevention DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Dwight VandeVate DK

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1017510	518975	Other Salaries and Wages	-2,220.00	4,000.00	1017510	530900	Contract with Other Agencies	
	1017510	520745	Health Ins = Choice	-5,500.00	3,720.00	1017510	545300	Vehicle Repair	
			TOTALS	-7,720.00	7,720.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/2/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

37

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TO: FINANCE COMMITTEE

BJE 12-2402 Jay ms

DEPARTMENT: 4th Circuit, Criminal, & Criminal Sessions DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Jay L McCroskey Jr

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO.	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1011520	539930	Other Services Daily Opr	-14,000.00	4,000.00	1011520	543500	Criminal Court- Office Supplies	
	1011530	543500	Criminal Sess - Office Supplies	-1,000.00	11,000.00	1011520	533700	Criminal Sess - Maint Office Equip	
			TOTALS	-15,000.00	15,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Grogan 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: General Sessions Court Judges DATE: 1-Aug-11 BJE# 2641

AUTHORIZING SIGNATURE: X Robert L. Ferrari

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012140	516900	Part Time Seasonal Occasional	-10,511.00	10,511.00	1012140	520100	Social Security	
			TOTALS	-10,511.00	10,511.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/9/11

APPROVED AS TO AVAILIBILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE # 2625

TO: FINANCE COMMITTEE

DEPARTMENT: General Sessions Court Judges DATE: 1-Aug-11

AUTHORIZING SIGNATURE: Robert L. Lewan

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012140	520750	Self Ins Hosp-Silver	11,200.00	11,200.00	1012140	516900	Part Time Seasonal Occasional	
			TOTALS	11,200.00	11,200.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close FY 2011

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Tuggle 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2405

TO: FINANCE COMMITTEE

DEPARTMENT: Governmental Law Library DATE: 13-Jul-11

AUTHORIZING SIGNATURE: Meredith Daugherty

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1140010	543500	Office Supplies Minor Equipment	$ 350.00	$ 200.00	1140010	518900	Full Time Pay	
					150.00	1140010	520750	Self Ins Hosp - Silver	
			TOTALS	$ 350.00	$ 350.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE#2625

TO: FINANCE COMMITTEE

DEPARTMENT: Governmental Law Library DATE: 1-Aug-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1140010	543500	Office Supplies Minor Equipment	$ 76.00	$ 76.00	1140010	520100	Social Security	
			TOTALS	$ 76.00	$ 76.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ DATE 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT

APPROVED AS TO AVAILABILITY OF FUNDS _____ DATE 8-4-11
DIRECTOR OF FINANCE

APPROVED FOR TRANSFER OF FUNDS _____ DATE
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD

42

TO: FINANCE COMMITTEE

DEPARTMENT: Health Department DATE: 1-Aug-11 BJE# 2641

AUTHORIZING SIGNATURE: x

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015439	534000	Medical Services	$ 8.70	$ 8.70	1015439	521100	Retirement	
	1015445	533600	Equipment-Rent/Repair/Maint	200.00	200.00	1015445	543500	Office Supplies Minor Equip	
	1015451	534800	Postage and Freight	200.00	200.00	1015451	545200	Utilities & Fuel	
			TOTALS	$ 408.70	$ 408.70	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/5/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Trotter 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BSE #2526

TO: FINANCE COMMITTEE

DEPARTMENT: Health Department DATE: 1-Aug-11

AUTHORIZING SIGNATURE: Tom Fay

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015412	518900	Full Time Regular Pay	$ 31,000.00	$ 31,000.00	1015412	543500	Office Supplies Minor Equipment	
	1015409	520100	Social Security	385.00	385.00	1015415	520100	Social Security	
	1015430	518900	Full Time Regular Pay	30,500.00	30,500.00	1015430	579950	Improvements Non Building	
	1015430	518900	Full Time Regular Pay	130,000.00	130,000.00	1015433	541300	Drugs Medical Hygiene Supplies	
	1015445	518900	Full Time Regular Pay	6,000.00	6,000.00	1015436	539900	Other Professional Services	
	1015445	518900	Full Time Regular Pay	1,000.00	1,000.00	1015436	541300	Drugs Medical Hygiene Supplies	
	1015442	518900	Full Time Regular Pay	20.00	20.00	1015442	521100	Retirement	
	1015454	518900	Full Time Regular Pay	40,000.00	40,000.00	1015439	534000	Medical Services	
	1015460	518900	Full Time Regular Pay	158.00	158.00	1015457	520100	Social Security	
	1015460	520745	Self Ins Hosp - Choice	4,000.00	4,000.00	1015457	530700	Communications & IT Related	
			TOTALS	$ 243,063.00	$ 243,063.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. From within the Health Dept.

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Health Department DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Jason Long

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015403	518900	Preventive Health - Salaries	-53,560.00	2,551.00	1015409	518900	Emergency Med Ser - Salaries	
					5,000.00	1015412	533800	Food & Rest - Vehicle Repair	
					5,000.00	1015412	545200	Food & Rest - Utilities & Fuel	
					14,749.00	1015415	518900	Halth Adm - Salaries	
					12,666.00	1015433	518900	Pharmacy = Salaries	
					5,640.00	1015448	518900	Ground Water - Salaries	
					2,000.00	1015451	534800	Vector Control - Postage	
					428.00	1015457	518900	Vital Records - Salaries	
					400.00	1015457	520750	vital Records - Health Ins Silver	
					2,000.00	1015463	535510	Community Health - Travel	
					380.00	1015439	516900	Rabies - Part Time	
					1,966.00	1015439	520100 ~~516980~~	Rabies - Social Security	
					780.00	1015439	530200	Rabies - Advertising	
	1015445	543500	School Health - Office Supplies	-531.00	191.00	1015442	518900	School Health - Salaries	
					340.00	1015442	520750	School Health - Health Ins Silver	
			TOTALS	-54,091.00	54,091.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

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BJE 12-2405

TO: FINANCE COMMITTEE

DEPARTMENT: Hotel Motel Tax Fund DATE: 15-Jul-11

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1230010	559900	Other	-137,500.00	137,500.00	1230010	530900	Contracts with Other Agencies	
			TOTALS	-137,500.00	137,500.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011. The portion of Hotel-Motel Tax collected exceeded our projected amount due to the City of Knoxville. per contract

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE DATE 7-20-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD DATE _____

BJEII 2656

TO: FINANCE COMMITTEE

DEPARTMENT: IV-D Child Support Clerk DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010330	539930	Other Professional Services	-1,328.00	1,328.00	1010330	520100	Social Security	
			TOTALS	-1,328.00	1,328.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: _____ 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Troyer 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: IV-D Referee Program DATE: 12-Jul-11

AUTHORIZING SIGNATURE: x Heidi Sandt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012420	521155	Retirement Voluntary Match	-6,100.00	14,295.00	1012420	518900	Salary	
	1012420	520745	Health Ins - Choice	-4,500.00					
	1012420	520750	Health Ins - Silver	-3,695.00					
			TOTALS	-14,295.00	14,295.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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BSE# 2625

TO: FINANCE COMMITTEE

DEPARTMENT: IV-D Referee Program DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X Heidi Sandt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012420	533600	Equipment-Rent/Repari/Maint	-800.00	800.00	1012420	520100	Social Security	
	1012420	543100	Safety and Law Enforcement Sup	-882.00	882.00	1012420	520100	Social Security	
			TOTALS	-1,682.00	1,682.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearning negative balances to close FY 2011 within the juvenile departmental budget for IV-D

APPROVED: _____ 8/8/11

COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Troger 8-8-11

DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____

CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Information Technology DATE: 1-Aug-11

BJE # 2625

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1017910	520100	Social Security	$ 307.00	$ 307.00	1017920	520100	Social Security	
			TOTALS	$ 307.00	$ 307.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2402

Dick

TO: FINANCE COMMITTEE

DEPARTMENT: Information Technology & Records Management DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Richard T. Moore

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1017910	518900	Information Tech - Salaries	-4,802.00	841.00	1017920	518900	Records Management - Salaries	
					1,461.00	1017920	520750	Records Management - Health Ins Silver	
					2,000.00	1017920	533600	Records Management - Equip Repair	
					500.00	1017920	543500	Records Management - Office supplies	
			TOTALS	-4,802.00	4,802.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: Tim Burns — COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer — DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS — CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Internal Audit DATE: 1-Aug-11 BJE # 2641

AUTHORIZING SIGNATURE: X Rick Wells

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010920	530700	Communications and IT Related	-8.00	8.00	1010920	520100	Social Security	
			TOTALS	-8.00	8.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: _____ 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BSE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Internal Audit DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Richard Riddle

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010920	543500	Office Supplies	-1,687.00	482.00	1010920	518900	Salary	
					605.00	1010920	521155	Retirement Voluntary Match	
					600.00	1010920	530700	Communication	
			TOTALS	-1,687.00	1,687.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/2/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troger DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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BJE# 9625

TO: FINANCE COMMITTEE

DEPARTMENT: Internal Audit DATE: 1-Aug-11

AUTHORIZING SIGNATURE: [signature]

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010920	542200	Food	-150.00	150.00	1010920	521155	Retirement Voluntary Match	
	1010920	543500	Office Supplies Minor Equipment	-708.00	708.00	1010920	530700	Communications and IT related	
			TOTALS	-858.00	858.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearning negative balances to close FY 2011

APPROVED: [signature] 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Trogen 8-4-11
DIRECTOR OF FINANCE DATE

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

54

BJE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Juvenile Court DATE: 12-Jul-11

AUTHORIZING SIGNATURE: X Heidi Sandt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012410	518900	Salary	-33,600.00	33,600.00	1012410	520750	Health Ins - silver	
			TOTALS	-33,600.00	33,600.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troger DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

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BJE #2625

TO: FINANCE COMMITTEE

DEPARTMENT: Juvenile Court DATE: 1-Aug-11

AUTHORIZING SIGNATURE: Heidi Garrett

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012410	516900	Part Time Seasonal Occastional	-1,310.00	1,310.00	1012410	520100	Social Security	
			TOTALS	-1,310.00	1,310.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearning negative balances to close FY 2011 within juvenile budget.

APPROVED: _____ 8/8/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILIBILITY OF FUNDS: John Troyer 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

CATHY QUIST

TO: FINANCE COMMITTEE

JE 12-2534

DEPARTMENT: Juvenile Court Clerk DATE: 12-Jul-11

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012710	539930	Other Services	-11,000.00	12,572.00	1012710	518900	Salary	
	1012710	543500	Office Supplies	-4,872.00	3,300.00	1012710	520750	Health Ins - silver	
			TOTALS	-15,872.00	15,872.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

BJE # 2656

TO: FINANCE COMMITTEE

DEPARTMENT: Juvenile Court Clerk DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1012710	533600	Equipment - Rent/Repair/Maint	1,907.00	1,580.00	1012710	518900	Full Time Regular Pay	
					327.00	1012710	520100	Social Security	
			TOTALS	$ 1,907.00	$ 1,907.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

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TO: FINANCE COMMITTEE

DEPARTMENT: Juvenile Service Center DATE: 1-Aug-11 BJE# 2625

AUTHORIZING SIGNATURE: X Kirk Tibbs

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013010	518900	Full Time Regular Pay	$ 22,000.00	$ 22,000.00	1013010	559000	Transfers	
			TOTALS	$ 22,000.00	$ 22,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. - from savings from open positions.

APPROVED: _____ 8/5/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer 8-8-11
DIRECTOR OF FINANCE DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

Aug. 4. 2011 9:52AM No. 2272 P. 1
69

BSE 12-2405

TO: FINANCE COMMITTEE

DEPARTMENT: Legislative Delegation DATE: 12-Jul-11

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013330	520745	Health Ins Choice	-2,900.00	5,511.00	1013330	518900	Salary	
	1013330	520750	Health Ins - Silver	-1,150.00					
	1013330	542900	Educational Materials	-700.00					
	1013330	535500	Travel	-761.00					
			TOTALS	-5,511.00	5,511.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 7-20-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

TO: FINANCE COMMITTEE

DEPARTMENT: Legislative Delegation DATE: 1-Aug-11 BJE# 2625

AUTHORIZING SIGNATURE: John Trogdon

The following line-item budget transfer is requested in the budget for

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013330	520745	Self Ins Hosp - Choice	$ 3,646.00	$ 3,646.00	1013330	518900	Full Time Regular Pay	
	1013330	535500	Employee Travel Educational Tr	1,865.00	1,865.00	1013330	518900	Full Time Regular Pay	
			TOTALS	$ 5,511.00	$ 5,511.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: Tim Burns
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Trogdon
DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Mail Room Operations DATE: 1-Aug-11 BSE#2641

AUTHORIZING SIGNATURE: X Danny Lyons

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013910	543500	Office Supplies Minor Equip	$ 500.00	$ 500.00	1013910	533600	Equipment-Rent/Repair/Maint	
			TOTALS	$ 500.00	$ 500.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: Tim Burchett
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer
DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Medical Examiner DATE: 1-Aug-11 BJE# 2625

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018972	521000	Unemployment Compensation	$ 0.02	$ 0.02	1018972	518700	Overtime	
			TOTALS	$ 0.02	$ 0.02	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE # 26560

TO: FINANCE COMMITTEE

DEPARTMENT: miscellaneous DATE: 1-Aug-11

AUTHORIZING SIGNATURE: John Troger

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016950	559900	Other	$ 17,000.00	$ 17,000.00	1016950	539900	Other Professional Services	
			TOTALS	$ 17,000.00	$ 17,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. to fulfill contract Testing Hall income tax collections credited to Knox County to ensure the County receives the total amount due.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troger DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE _____

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BJE 12-2402

GRANT

TO: FINANCE COMMITTEE

DEPARTMENT: Office of Neighborhoods DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015165	529875	Other Fringe Benefits	-10,000.00	10,000.00	1015165	530700	Communication	
			TOTALS	-10,000.00	10,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011 – Line item transfer needed to realign budget after split with Codes Enforcement.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJE # 2625

TO: FINANCE COMMITTEE

DEPARTMENT: Office of Neighborhoods / Community Development DATE: 1-Aug-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015165	518975	Other Salaries & Wages	$ 645.00	$ 645.00	1015165	529875	Other Benefit Allowances	
			TOTALS	$ 645.00	$ 645.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. Savings from Salaries to cover Benefit Costs.

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Officials Expense / Fire Protection DATE: 1-Aug-11 BSE# 2641

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016910	535500	Employee Travel Educational Tr	$ 9,653.00	$ 500.00	1017510	539910	Educational Services	
	1017510	520750	Self Ins Hosp - Silver	839.00	839.00	1017510	542900	Educational materials	
					500.00	1017510	543100	Safety & Law Enforcement Supp	
					1,300.00	1017510	545200	Utilities & Fuel	
					1,000.00	1017520	545200	Utilities & Fuel	
					603.00	1017530	520100	Social Security	
					3,500.00	1017530	534900	Printing	
					750.00	1017530	545200	Utilities & Fuel	
					1,500.00	1017720	543500	Office Supplies Minor Equip	
			TOTALS	$ 10,492.00	$ 10,492.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ _____

COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE

APPROVED AS TO AVAILABILITY OF FUNDS _____ _____

DIRECTOR OF FINANCE DATE

APPROVED FOR TRANSFER OF FUNDS _____ _____

CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Operating Transfers DATE: 8-Aug-11 BJE# 2761

AUTHORIZING SIGNATURE: John Troger

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016645	559025	Transfers - Animal Welfare	244,960.00					
	1016645	559030	Transfers - Grant Match	40.00	245,000.00	1016980	521100	Retirement	
TOTALS				$ 245,000.00	$ 245,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

The County's portion of retirement payment due at 6/30/11. County's Closed Retirement (Defined Benefit Plan

APPROVED: [signature] 8-8-11
COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE

APPROVED AS TO AVAILABILITY OF FUNDS John Troger 8-8-11
DIRECTOR OF FINANCE DATE

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Parks & Recreation DATE: 8-Aug-11 BJE#2751

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1014810	518900	Full Time Regular Pay	71,163.00	12,661.00	1014810	530700	Communications & IT Related	
	1014810	520745	Self Ins Hosp - Choice	19,492.00	14,485.00	1014810	545250	Electricity	
	1014830	550200	Insurance Related Expense	17,062.00	77,994.00	1014810	545280	Water & Sewer	
	1014830	539950	Other Services Misc	13,490.00	2,553.00	1014810	559000	Transfers	
	1014830	549900	Other Materials Daily Ops	16,903.00	24.00	1014830	520100	Social Security	
					30,393.00	1014810	545200	Utilities & Fuel	
	1015710	518900	Full Time Regular Pay	4,281.00	4,281.00	1014810	545200	Utilities & Fuel	
					296.00	1016030	520100	Social Security	
	1015710	518900	Full Time Regular Pay	2,117.00	1,821.00	1016030	546200	Electrical Supplies/Materials	
			TOTALS	$ 144,508.00	$ 144,508.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out Fiscal Year 2011.

APPROVED: _____ 8/9/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-9-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 12-2405

TO: FINANCE COMMITTEE

DEPARTMENT: Pauper Burial, Economic & Development Grants and Other DATE: 1-Jul-11

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016950	559900	Other	-23,000.00	17,000.00	1015130	559950	KAT - Senior Rides	
					6,000.00	1015120	534000	Pauper Burial	
			TOTALS	-23,000.00	23,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 7-20-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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BJE # 2025

TO: FINANCE COMMITTEE

DEPARTMENT: Probate Court DATE: 1-Aug-11

AUTHORIZING SIGNATURE: Judy Childers

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010620	539930	Other Services Daily Operation	-1,000.00	1,000.00	1010610	535500	Other Professional Services	
			TOTALS	-1,000.00	1,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close FY 2011

APPROVED: Tim Boyd
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE: 8/3/11

APPROVED AS TO AVAILIBILITY OF FUNDS: John Rogers
DIRECTOR OF FINANCE — DATE: 8-4-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Property Assessor DATE: 1-Aug-11 BJE# 2641

AUTHORIZING SIGNATURE: Phil Ballard

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018330	520745	Self Ins Hosp - Choice	$ 2,431.00	$ 2,431.00	1018310	520750	Self Ins Hosp - Silver	
			TOTALS	$ 2,431.00	$ 2,431.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE _____

BJE #2625

TO: FINANCE COMMITTEE

DEPARTMENT: Property Assessor DATE: 1-Aug-11

AUTHORIZING SIGNATURE: Jim Wears

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018310	516900	Part Time Seasonal	$ 3,013.00	$ 3,013.00	1018320	516900	Part Time Seasonal	
			TOTALS	$ 3,013.00	$ 3,013.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. from Assessor to Board of Equalization

APPROVED: Tim Burke
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer
DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJC 12-2402 Judy

TO: FINANCE COMMITTEE

DEPARTMENT: Property Assessor & Board of Equalization DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018310	520700	Property Assessor - Health Ins	-40,000.00	35,000.00	1018310	530900	Property Assessor - Contracts	
	1018310	518900	Property Assessor - Salaries	-13,013.00	15,000.00	1018310	543500	Property Assessor - Office Supplies	
					3,013.00	1018320	516900	Board of Equalization - salaries	
			TOTALS	-53,013.00	53,013.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJE 12-2405

TO: FINANCE COMMITTEE

DEPARTMENT: Property & Liability and Medical Examiner DATE: 12-Jul-11

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016310	550200	Insurance Related Expenses	-7,470.00	1,000.00	1018972	521000	Medical Examiner - Unemployment	
					6,470.00	1018972	530900	Medical Examiner - Contracts	
			TOTALS	-7,470.00	7,470.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 7-20-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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BJE 12-24-02 High

TO: FINANCE COMMITTEE

DEPARTMENT: Property & Liabiltiy, & Payments to Cities DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Hugh Holt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016310	550200	Insurance Related Exp	-8,000.00	8,000.00	1016615	530900	Contracts with Other Agencies	
			TOTALS	-8,000.00	8,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

BSEH 2625

TO: FINANCE COMMITTEE

DEPARTMENT: Public Defender DATE: 26-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018510	520745	Self Ins Hosp - Choice	$ 16,000.00	$ 14,500.00	1018510	535500	Employee Travel Educational	
					1,500.00	1018510	542200	Food	
			TOTALS	$ 16,000.00	$ 16,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Public Defender DATE: 1-Aug-11 BSE# 2641

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018510	518900	Full Time Regular Pay	$ 3,000.00	$ 1,500.00	1018510	539950	Other Services Misc	
					1,500.00	1018510	541870	Grounds/Bldgs-Repair/Maint/Supp	
			TOTALS	$ 3,000.00	$ 3,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/8/11

APPROVED AS TO AVAILABILITY OF FUNDS DIRECTOR OF FINANCE John Troyer DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

FY 2011 Posted

TO: FINANCE COMMITTEE

DEPARTMENT: Public Improvement Fund DATE: 3-Aug-11

AUTHORIZING SIGNATURE: John Troyer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1710605	539900	City County Renovations-Other Ser	-105,700.00	700.00	1710605	541800	City County Renovation- Small Furniture	
	1710615	530900	PBA Management -Contracts	-126,949.00	25,000.00	1710610	570600	Health Dept Buildings	
	1710570	570600	Fairview Tech Center	-102,000.00	80,000.00	1710565	570600	Knox Central - Buildings	
	1710595	570600	Telecom	-220,291.00	126,949.00	1710620	570600	Old Courthouse - Window Replacement	
					102,000.00	1710620	570600	Old Courthouse - Window Replacement	
					220,291.00	1710620	570600	Old Courthouse - Window Replacement	
			TOTALS	-554,940.00	554,940.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer using closed projects to cover the cost of replacement windows for the Old Courthouse and other transfers to cover negative balances for FY2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

Posted 2011

TO: FINANCE COMMITTEE

DEPARTMENT: Public Improvement Fund DATE: 3-Aug-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1710840	539900	Stormwater - Other Professional	-19,930.00	18,513.00	1710840	516900	Stormwater - Part Time	
					1,417.00	1710840	520100	Stormwater - Social Security	
	1710960	579100	Dry Gap - Infrastructure	-2,600.00	2,600.00	1710960	539950	Dry Gap Pike - Other Services	
	1710995	579100	Parkside - Infrastructure	-5,000.00	5,000.00	1710995	539950	Parkside - Other Services	
	1711015	541650	Dutchtown - Construction Heavy	-5,795,413.09	60,000.00	1711015	571500	Dutchtown - Land	
					1,000,000.00	1711015	539930	Dutchtown - Other Services	
					4,735,413.09	1711015	579100	Dutchtown - Infrastructure	
			TOTALS	-5,822,943.09	5,822,943.09	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer within each project to clear negative balances and move budget to the correct category for FY2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

No. 2269 P. 1
Aug. 3. 2011 2:54PM
80

Posted
FY 2011

TO: FINANCE COMMITTEE

DEPARTMENT: Public Improvement Fund DATE: 11-Aug-11

AUTHORIZING SIGNATURE: John Trozer

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1710600	570600	AJ/DKMPG - Buildings	-318,779.00	1,000.00	1710610	570600	Health Dept - Buildings	
	1710130	570600	Juvenile Justice - Buildings	-145,200.00	8,000.00	1711165	570600	Jail Improvements - Buildings	
	1711240	570600	Family Investment- Buildings	-59,000.00	450,000.00	1710620	570600	Old Courthouse - Window Replacement	
	1710460	570600	Burlington Lib - Buildings	-112,500.00	176,479.00	1719999	559900	Closed Projects	
			TOTALS	-635,479.00	635,479.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer moving balances left in completed projects to the closed project account and allowing for replacement of the windows in the Old Courthose

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/8/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Trozer DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

BJE 12-27-11 Hugh

TO: FINANCE COMMITTEE

DEPARTMENT: Purchasing, Property Management, & E-Government Purchasing DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Hugh S Holt

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016010	518900	Purchasing - Salaries	-4,225.00	827.00	1016020	518900	Property Management - Salaries	
					1,306.00	1016020	520750	Property Management - Health Ins Silver	
	1016050	518900	E-Government Purchasing -Salaries	-1,858.00	3,950.00	1016050	520750	E-Government Purchasing-Health Ins Silver	
			TOTALS	-6,083.00	6,083.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011 From within Purchasing

APPROVED: Tim Burns
COUNTY MAYOR/SCHOOL SUPERINTENDENT
DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS John Troyer
DIRECTOR OF FINANCE
DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, COMMISSION/SCHOOL BOARD
DATE

BJE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Recreastion Administration - Amusement Tax DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1014840	579950	Improvement Non Building	-8,000.00	6,000.00	1014840	540900	Crushed Stone	
					2,000.00	1014840	533600	Equipment Repair and Maint	
			TOTALS	-8,000.00	8,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJC 120402 Doug

TO: FINANCE COMMITTEE

DEPARTMENT: Recreastion Administration DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1014830	550200	Insurance Related Exp	-20,541.00	3,511.00	1014830	518900	Salaries	
					2,030.00	1014830	521155	Retirement Voluntary Match	
					15,000.00	1014830	530900	Contract with Other Agencies	
			TOTALS	-20,541.00	20,541.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJE 12-2402 Ritchie

TO: FINANCE COMMITTEE

DEPARTMENT: Register of Deeds - Data Processing DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018720	535500	Employee Travel	-5,608.00	4,196.00	1018720	518900	Salaries	
					1,412.00	1018720	520100	Social Security	
			TOTALS	-5,608.00	5,608.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

1

TO: FINANCE COMMITTEE

DEPARTMENT: Register of Deeds DATE: 1-Aug-11

BJE # 2625

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018720	530700	Communications & IT Related	$ 119.00	$ 119.00	1018720	521155	Retirement Voluntary Match	
			TOTALS	$ 119.00	$ 119.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Retirement Operations DATE: 3-Aug-11

BJE#2761

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1010935	520700	Health Insurance	2,613.00	2,613.00	1010935	518900	Full Time Regular Pay	
	1010935	559000	Transfers	32,000.00	32,000.00	1010935	539900	Other Professional Services	
			TOTALS	$ 34,613.00	$ 34,613.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/8/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Troger 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

BSE 12-2402

DEPARTMENT: Senior Centers DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Wenal Tailor

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015149	518900	Carter - Salaries	-3,060.00	314.00	1015145	518900	Frank Strang - Salaries	
					490.00	1015145	520750	Frank Strang - Health Ins	
					209.00	1015146	518900	South Knox - Salaries	
					200.00	1015147	518900	Halls - Salaries	
					550.00	1015147	520750	Halls - Health Ins	
					177.00	1015147	518900	Corryton - Salaries	
					620.00	1015147	520750	Corryton - Health Ins	
					500.00	1015149	533700	Carter - Maintenance of Office Equip	
			TOTALS	-3,060.00	3,060.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011 within the Senior Center budget

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

BSE 12-2402

TO: FINANCE COMMITTEE

DEPARTMENT: Senior Citizen/Volunteer Services DATE: 12-Jul-11

AUTHORIZING SIGNATURE: Hemal Taylor

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015142	516900	Salareis	-37.00	37.00	1015142	520750	Health Ins - Silver	
			TOTALS	-37.00	37.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/14

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-14

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE

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TO: FINANCE COMMITTEE

DEPARTMENT: Senior Centers DATE: 1-Aug-11 BJE#2625

AUTHORIZING SIGNATURE: X Jamal Tarla

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015142	518900	Full Time Regular Pay	$ 25.00	$ 25.00	1015142	520100	Social Security	
	1015147	518900	Full Time Regular Pay	180.00	180.00	1015148	518900	Full Time Regular Pay	
	1015147	520745	Self Ins Hosp - Choice	620.00	620.00	1015148	520750	Self Ins Hosp - Silver	
			TOTALS	$ 825.00	$ 825.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. Within Senior Centers' budget

APPROVED: Tim Burke
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/8/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Trapp
DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BSE#2625

TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Merit DATE: 1-Aug-11

AUTHORIZING SIGNATURE: W. Gary Hall

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018110	543500	Office Supplies Minor Equipment	$ 857.00	$ 79.00	1018110	518900	Full Time Regular Pay	
					778.00	1018110	520750	Self Ins Hosp - Silver	
			TOTALS	$ 857.00	$ 857.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Trogan DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

Steve Hall

TO: FINANCE COMMITTEE

DEPARTMENT: Merit System DATE: 12-Jul-11 JE 12-2534

AUTHORIZING SIGNATURE: X Paula Taylor

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018110	543500	Office Supplies	-746.00	80.00	1018110	518900	Salaries	
					666.00	1018110	520750	Health Ins - Silver	
			TOTALS	-746.00	746.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: [signature] COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

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(1)

TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BJE#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1015406	518900	Full Time Regular Pay	73,500.00	234,122.00	1018903	519900	Non Employee Compensation	– negative allocation
	1015421	518900	Full Time Regular Pay	30,500.00	8,000.00	1018942	530700	Communications & IT Related	
	1015430	518900	Full Time Regular Pay	113,000.00	50,000.00	1018942	545260	Gasoline	
	1015454	518900	Full Time Regular Pay	67,000.00					
	1015460	518900	Full Time Regular Pay	8,122.00					
TOTALS				$ 292,122.00	$ 292,122.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. especially to clear the contra (negative allocation) from savings on open positions.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS _____ DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

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TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BJE#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018960	518900	Full Time Regular Pay	117,621.00	117,621.00	1018960	545250	Electricity	
	1011810	516900	Part Time Seasonal	79,915.00	48,000.00	1018960	530900	Contract w/ Other Agencies	
	1012410	518900	Full Time Regular Pay	94,826.00	185,000.00	1018960	545260	Gasoline	
	1013210	518900	Full Time Regular Pay	121,479.00	298,850.00	1018960	559000	Transfers (to building maintenance)	
	1015403	518900	Full Time Regular Pay	235,630.00					
TOTALS				$ 649,471.00	$ 649,471.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011. from savings on open positions.

APPROVED: _____ 8/5/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BSE#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018993	533800	Vehicle - Repair/Maint	8,559.00	5,286.00	1018993	518900	Full Time Regular Pay	
					3,273.00	1018993	520750	Self Ins Hosp - Silver	
	1018995	520745	Self Ins Hosp - Choice	10,063.00	561.00	1018995	518900	Full Time Regular Pay	
	1018995	533800	Vehicle - Repair/Maint	1,498.00	6,800.00	1018930	530700	Communications & IT Related	
	1018995	545200	Utilities & Fuel	2,000.00	6,200.00	1018930	545260	Gasoline	
			TOTALS	$ 22,120.00	$ 22,120.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011. - Sheriff Animal Control Unit & Sheriff's juvenile court officers.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

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TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BJC#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1016645	559030	Transfers - Grant Match	358,000.00	107,476.22	1018903	529875	Other Benefits Allowances	
	1016950	518975	Other Salaries & Wages	238,566.84	259,858.82	1018921	520750	Self Ins Hosp - Silver	
					208,731.80	1018960	520250	Administration Cost - Employees	
					14,000.00	1018927	530700	Communications & IT Related	
					6,500.00	1018927	545260	Gasoline	
TOTALS				$ 596,566.84	$ 596,566.84	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. Using savings from open positions to clear negative allocation as well as savings from grant match funds

APPROVED: _____ 8/5/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

96

TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BJE#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018912	543100	Safety & Law Enforcement Supp	7,000.00	7,000.00	1018918	545260	Gasoline	
	1018912	533500	Services - Maint of Bldg & Grounds	5,000.00					
	1018921	518900	Full Time Regular Pay	48,448.94	36,000.00	1018921	545260	Gasoline	
	1018921	559900	Other	3,460.00	20,908.94	1018921	533800	Vehicle - Rent/Repair	
	1018924	535500	Employee Travel Educational Tr	7,000.00	7,000.00	1018924	543100	Safety & Law Enforcement Supp	
	1018933	530700	Communications & IT Related	3,300.00	3,300.00	1018933	545260	Gasoline	
	1018945	533800	Vehicle - Rent/Repair	1,600.00					
	1018945	545200	Utilities & Fuel	3,200.00					
	1018948	535400	Transportatioin Non Employees	3,500.00	8,300.00	1018948	545260	Gasoline	
	1018957	545200	Utilities & Fuel	4,600.00					
	1018957	535150	Rent/Vehicle & Equip	700.00	5,300.00	1018957	520750	Self Ins Hosp - Silver	
			TOTALS	$ 87,808.94	$ 87,808.94	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/5/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS _____ 8-8-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

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TO: FINANCE COMMITTEE

DEPARTMENT: Sheriff's Department / Various Departments DATE: 3-Aug-11 BJE#2682

AUTHORIZING SIGNATURE: _____

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1018969	518900	Full Time Regular Pay	9,000.00	9,000.00	1018969	559900	Other	
			TOTALS	$ 9,000.00	$ 9,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011. – jail commissary

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/5/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF ~~FINANCE~~ — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

BJE 122402 LYNN

TO: FINANCE COMMITTEE

DEPARTMENT: Soil Conservation DATE: 12-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1017520	543500	Office Supplies	-624.00	284.00	1017520	518900	Salaries	
					190.00	1017520	520750	Health Ins - Silver	
					150.00	1017520	533800	Vehicle Repair	
			TOTALS	-624.00	624.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: COUNTY MAYOR/SCHOOL SUPERINTENDENT DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: DIRECTOR OF FINANCE DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: CHAIRMAN, COMMISSION/SCHOOL BOARD DATE

BJE #2631
PD 12
FY 11

TO: FINANCE COMMITTEE

DEPARTMENT: Solid Waste

DATE: 1-Aug-11

AUTHORIZING SIGNATURE: 8/1/11

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1160120	533500	Services - Maint of Bldg & Grounds	$ 1,000.00	$ 1,000.00	1160120	549900	Other Materials for Daily Ops	
			TOTALS	$ 1,000.00	$ 1,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/4/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

100

BJ # 2394
PD 12
1-Y 11

TO: FINANCE COMMITTEE

DEPARTMENT: Solid Waste

DATE: 13-Jul-11

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1160110	518975	Other Salaries & Wages	$ 1,652.00	$ 1,652.00	1160120	518700	Overtime	
	1160110	518975	Other Salaries & Wages	15,140.00	15,140.00	1160120	520750	Self Ins Hosp - Silver	
	1160120	533500	Services Related to Construction	5,000.00	5,000.00	1160110	545200	Utilities & Fuel	
	1160330	520745	Self Ins Hosp - Choice	2,121.00	2,121.00	1160120	520750	Self Ins Hosp - Silver	
	1160120	559900	Other	6,826.00	6,826.00	1160120	545200	Utilities & Fuel	
	1160120	533500	Services Related to Construction	29,000.00	29,000.00	1160120	541870	Grounds/Bldgs - Repair/Maint	
	1160330	520745	Self Ins Hosp - Choice	1,682.00	1,682.00	1160330	518700	Overtime	
	1160130	530900	Contract w/ Other Agencies	2,000.00	2,000.00	1160330	518700	Overtime	
	1160330	530900	Contract w/ Other Agencies	2,500.00	2,500.00	1160330	542900	Educational Materials	
	1160110	539930	Other Services Daily Ops	2,026.00	2,026.00	1160330	518700	Overtime	
			TOTALS	$ 67,947.00	$ 67,947.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

TO: FINANCE COMMITTEE

DEPARTMENT: Solid Waste DATE: 1-Aug-11

BSE# 2625

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1160110	545200	Utilities & Fuel	$ 1,000.00	$ 1,000.00	1160110	549900	Other Materials for Daily Ops	
			TOTALS	$ 1,000.00	$ 1,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/8/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-8-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE _____

BJE 12-2430

TO: FINANCE COMMITTEE

DEPARTMENT: Trustee's Office - FY 2011 Budget DATE: 7/20/2011

AUTHORIZING SIGNATURE: Joshua Burnett, Chief of Staff

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1019710	543500	Office Supplies	-12,000.00	12,000.00	1019710	535500	Travel and Education	
			TOTALS	-12,000.00	12,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST: Line item transfers from Office Supplies to Travel/Education to accommodate travel now being charged on budget in excess of original estimates.

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILIBILITY OF FUNDS: John Trogen DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE _____

BJE 12-2402 ORIG
REVERSED
BJE 12-2430

TO: FINANCE COMMITTEE

DEPARTMENT: Knox County Trustee DATE: 12-Jul-11

AUTHORIZING SIGNATURE: John A. Boyd

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1019710	543500	Office Supplies	-6,000.00	6,000.00	1019710	539900	Other Professional Services	
			TOTALS	-6,000.00	6,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: John Troyer DIRECTOR OF FINANCE — DATE 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE _____

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104

16

TO: FINANCE COMMITTEE

DEPARTMENT: Trustee DATE: 1-Aug-11

BJE # 2625

AUTHORIZING SIGNATURE:

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1019710	543500	Office Supplies Minor Equipment	$ 3,000.00	$ 3,000.00	1019710	535500	Employee Travel Educational Tr	
			TOTALS	$ 3,000.00	$ 3,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ 8/3/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE

APPROVED AS TO AVAILABILITY OF FUNDS: _____ 8-4-11
DIRECTOR OF FINANCE — DATE

APPROVED FOR TRANSFER OF FUNDS: _____
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD — DATE

105

BJE #2625

TO: FINANCE COMMITTEE

DEPARTMENT: UT AG Extension DATE: 1-Aug-11

AUTHORIZING SIGNATURE: X

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013370	518900	Full Time Regular Pay	$ 4,000.00	$ 4,000.00	1013370	530700	Communications & IT Related	
			TOTALS	$ 4,000.00	$ 4,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:
Clearing negative balances to close out fiscal year 2011.

APPROVED: _____ DATE 8/4/11
COUNTY MAYOR/SCHOOL SUPERINTENDENT

APPROVED AS TO AVAILABILITY OF FUNDS _____ DATE 8-4-11
DIRECTOR OF FINANCE

APPROVED FOR TRANSFER OF FUNDS _____ DATE
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD

106

Neal

TO: FINANCE COMMITTEE

DEPARTMENT: UT/ Knox County Extension DATE: 12-Jul-11

JE 12-2534

AUTHORIZING SIGNATURE: X W. Neal Denton

The following line-item budget transfer is requested in the budget for:

FROM					TO				
PROJECT TASK	UNIT	EXPENSE	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1013370	518900	Salary	-3,000.00	3,000.00	1013370	535500	Travel	
			TOTALS	-3,000.00	3,000.00	(TOTALS MUST EQUAL)			

REMARKS/JUSTIFICATION FOR REQUEST:

Line item transfer to close fiscal year 2011

APPROVED: _____ COUNTY MAYOR/SCHOOL SUPERINTENDENT — DATE: 8/3/11

APPROVED AS TO AVAILABILITY OF FUNDS: _____ DIRECTOR OF FINANCE — DATE: 8-4-11

APPROVED FOR TRANSFER OF FUNDS: _____ CHAIRMAN, COMMISSION/SCHOOL BOARD — DATE: _____

RLA-2597 **R-11-8-101**

Commission

Meeting Date: 08/22/2011

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 declaring a Moment of Remembrance of the 10th Anniversary of the terrorist attacks commited against the United States on September 11, 2001. **(TO BE ADDED)**
(Commissioner Hammond)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, DECLARING A MOMENT OF REMEMBRANCE OF THE 10TH ANNIVERSARY OF THE TERRORIST ATTACKS COMMITTED AGAINST THE UNITED STATES ON SEPTEMBER 11, 2001.

RESOLUTION: **R-11-8-101**

REQUESTED BY: **COMMISSIONER HAMMOND**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission is of the mind that the people of Knox County should join the rest of the Nation to honor those who were killed during the unprovoked terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous, cowardly attacks by America's enemies on September 11, 2001; and

WHEREAS, tens of thousands of civilians and military personnel narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, a National Day of Service and Remembrance under the Serve America Act was enacted; and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States.

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

(1) The Knox County Commission recognizes September 11, 2011, as a day of solemn commemoration of the heinous and cowardly terrorist attacks of September 11, 2001, and a day to come together as a County and as a Nation; and

(2) The Knox County Commission offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks; and

(3) The Knox County Commission honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives; and

(4) The Knox County Commission recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States; and

(5) The Knox County Commission reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and

(6) On the 10th anniversary of this tragic day in United States history, the Knox County Commission calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including (i) media outlets; (ii) houses of worship; (iii) military organizations; (iv) veterans organizations; (v) airlines; (vi) airports; (vii) railroads; (viii) sports teams; (ix) the Federal Government; (x) State and local governments; (xi) police, fire, and other public institutions; (xii) educational institutions; (xiii) businesses; and (xiv) other public and private institutions; and

(7) The Knox County Commission encourages the observance of the moment of remembrance to last for 1 minute beginning at 1:00 p.m. Eastern Daylight Time by, to the maximum extent practicable, ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens; and

(8) 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.

(9) 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

RLA-2560 **R-11-8-110**

Commission

Meeting Date:	08/22/2011
Requested By:	Frances Fogerson, HUMAN RESOURCES
Department:	HUMAN RESOURCES
Requires Expenditure of Funds:	NO
Funded in Current Budget:	NO
Appropriation Required:	NO

Information

CAPTION

Consideration of a Resolution of the Comission of Knox County, Tennessee reappointing Dave Parmly, a citizen member with benefits administration experience, and Frank Robinson, a citizen member with financial management experience, to the Knox County Health Insurance Appeal Board.
(Human Resources)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REAPPOINTING DAVE PARMLY, A CITIZEN MEMBER WITH BENEFITS ADMINISTRATION EXPERIENCE, AND FRANK ROBINSON, A CITIZEN MEMBER WITH FINANCIAL MANAGEMENT EXPERIENCE, TO THE KNOX COUNTY HEALTH INSURANCE APPEAL BOARD.

RESOLUTION: **R-11-8-110**

REQUESTED BY: **HUMAN RESOURCES**

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 Commission approved Ordinance O-07-11-102, codified as Knox County Code § 2-876 *et seq*., which establishes a Health Insurance Appeal Board (the "Board") to hear appeals regarding the decision of the employee health plan administrator; and

WHEREAS, in accordance with Knox County Code § 2-877, the Knox County Commission shall appoint two (2) citizen members with substantive professional experience in benefits administration for a large organization and two (2) citizen members with substantive professional experience in financial management for a large organization; and

WHEREAS, the terms of Dave Parmly and Frank Robinson on the Board have expired, which members satisfied the benefits administration experience and financial management experience requirements, respectively; and

WHEREAS, Dave Parmly and Frank Robinson have both been recommended for reappointment.

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

The Knox County Commission hereby reappoints Dave Parmly, a citizen member with benefits administration experience, and Frank Robinson, a citizen member with financial management experience, to the Knox County Health Insurance Appeal Board. Messrs. Parmly and Robinson shall each serve the remainder of a three (3) year term expiring May 31, 2013.

BE IT FURTHER RESOLVED, that the County Clerk is hereby respectfully requested to forward a copy of this Resolution to the Director of the Knox County Human Resources Department.

BE IT FURTHER RESOLVED, that if any other 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

RLA-2553 **R-11-8-201**

Commission

Meeting Date:	08/22/2011
Requested By:	Kevin Wilson, KNOX COUNTY SCHOOLS
Department:	KNOX COUNTY SCHOOLS
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 Carl D. Perkins Career and Technical Education Act of 2006 Year Four Action Plan and funding in the amount of $806,834.00 for the Knox County Schools Career and Technical Education Program for the period beginning July 1, 2011 and ending June 30, 2012.

(Schools)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Grant document

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT OF 2006 YEAR FOUR ACTION PLAN AND FUNDING IN THE AMOUNT OF $806,834.00 FOR THE KNOX COUNTY SCHOOLS CAREER AND TECHNICAL EDUCATION PROGRAM FOR THE PERIOD BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012.

RESOLUTION: **R-11-8-201**

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 receives funding through the Carl D. Perkins Career and Technical Education Act of 2006 for its Career and Technical Education program; and

WHEREAS, the Carl D. Perkins Career and Technical Education Act of 2006 was designed to improve and expand services for students enrolled in career and technical education programs; and

WHEREAS, for the funding period beginning July 1, 2011 and ending June 30, 2012, the Knox County Schools Career and Technical Education Center has submitted its Year Four Action Plan and will receive funding in the amount of $806,834.00 to address the goals identified in the Action Plan; and

WHEREAS, the Knox County Board of Education approved this Action Plan and funding at its regular meeting held on August 10, 2011.

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

The Year Four Action Plan and funding under the Carl D. Perkins Career and Technical Education Act of 2006 for the Knox County Schools Career and Technical Education 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 Year Four Action Plan and funding under the Carl D. Perkins Career and Technical Education Act of 2006 for the Knox County Schools Career and Technical Education 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 the Knox County Commission hereby authorizes the acceptance of the Carl D. Perkins Career and Technical Education Act of 2006 funding in the amount of $806,834.00 for the Knox County Schools Career and Technical Education Program.

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

SCHOOL SYSTEM:	**Knox County Schools**
SYSTEM NUMBER:	**470**

THE CARL D. PERKINS CAREER AND TECHNICAL EDUCATION ACT OF 2006

Year Four Action Plan

Funding Period: July 1, 2011-June 30, 2012

Submitted By: Career and Technical Director Name:	**C. Don Lawson**
Phone Number:	**(865) 281-2600**
Other Number:	**(865) 740-8561**
E-mail Address:	**Don.lawson@knoxschools.org**

For State Use Only:

Received from LEA Date_June 20, 2011___

Returned for Revision Date_June 21, 2011___ Comments:

Resubmitted by LEA Date_June 24, 2011___ Comments:

1st District Approval by_KDL___ Date__June 27, 2011__

2nd District Approval by_CCS Date _June 27,2011

Final Approval by____ Date ____

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* Items for which a page number is not listed would be documented in the TCSPP (Tennessee Comprehensive System-wide Planning Process).

COMPLIANCE: 2011-2012

A. STATEMENT OF ASSURANCES

The Knox CountyBoard of Education hereby assures that:
(LEA)

1. The LEA shall:

   a. identify the number of special populations students enrolled in Career and Technical Education (CTE) programs;
   b. assess the Career and Technical needs of the students identified as special population; and
   c. develop an adequate plan to provide supplementary services sufficient to meet the needs of such students.

2. Career and Technical Education services shall be provided to individuals of special populations.

3. Career and Technical Education programs shall be in compliance with equal access provisions of Section 504 of the Rehabilitation Act of 1973 and 1992. Individuals covered under this Act will be monitored for compliance of equal access to quality Career and Technical programs.

4. Programs funded under Section 135 of the Carl D. Perkins Career and Technical and Technology Education Act of 2006 shall comply with the statutory requirement in Section 135.

5. A program in Career and Technical Education shall be provided which:
   a. encourages students, through career counseling, to pursue a coherent sequence of courses in a program area within a state recognized career cluster which leads to a high skill, high wage, or high demand job culminating in a credential, certificate, of higher education degree;
   b. assists students who are economically disadvantaged, handicapped, limited English proficiency, in the care of foster parents and nontraditional students to succeed through supportive services such as counseling, English-language instruction, child care, an special aids; and
   c. is of such sequence, scope and quality (by State Plan definition) as to bring about improvement in the quality of education offered by the school.

6. Sufficient information will be provided to the State Board of Education to enable it to comply with provisions of Section 121.

7. Local programs of Career and Technical Education shall be evaluated and reported annually, beginning with the 2007/2008 school year, using core indicators and measures of performance as approved by the State Board of Education, and in compliance with requirements of Section 122 of the Carl D. Perkins Career and Technical Education Act of 2006.

8. Special population students are provided with Career and Technical Education program(s)/project(s) in the most integrated setting possible by:
   a. curriculum modification;
   b. equipment accommodation;

c. classroom accommodation;
d. supportive personnel; and/or
e. instructional aids and devices.

9. Counseling, and career development activities conducted by professionally trained counselors and teachers who are associated with the provisions of such special services will be provided.

10. Systems receiving federal Career and Technical Education funds are required to designate a Career and Technical Education administrator, supervisor or director (full or part-time) for the administration of Career and Technical Education funded programs in their system. New employees or appointees upon assignment for Career and Technical Education administration responsibilities shall meet one of the following employment standards:

    Persons holding career and technical education supervisory positions including local directors, supervisors, coordinator specialists, assistant principals for career and technical education and center administrators shall have one of the following sets of qualifications:

    a. A bachelor's degree in career and technical education from an accredited four-year college or university, three years of teaching experience in an approved career and technical education program and two years of appropriate employment experience in a recognized occupation, or
    b. A bachelors' degree with a career and technical education endorsement, three years of teaching experience, two years of appropriate work experience, and completion of (by July 1, 2008 or within a three-year period from the date of employment) the required matrix of career and technical core competencies for professional development, or
    c. An endorsement as a PreK-12 administrator or secondary supervisor or principal and completion of (by July 1, 2008 or within a three-year period from the date of employment) the required matrix of career and technical core competencies for professional development.

11. Equal opportunities in Career and Technical Education programs will be provided to persons without discrimination because of race, gender, religious preference, national origin, or disability.

12. Federal funds will not be used to supplant state or local funds designated for Career and Technical Education.

13. In order to expend Perkins funds, statistical, financial, student data and descriptive reports required by the Tennessee Board of Education and/or the Tennessee Department of Education in regard to Career and Technical Education programs will be submitted in a timely manner.

14. Provisions will be made for including appropriate representation of Career and Technical Education personnel on Individualized Education Plan (IEP) Committees and/or Transition Planning Committees for students with disabilities.

15. An opportunity will be provided for individuals enrolled in private schools to participate in Career and Technical Education programs, services, and activities.

16. The expenditure of federal Carl D. Perkins funds must be targeted toward quality programs which meet the ten quality indicators as listed in the State Plan and Local Plan Application.

17. State and local funds are used to provide services in secondary schools or sites served with federal funds awarded under the Act.

18. Counseling and instructional services designed to facilitate in the transition from high school to post-secondary education, employment and career opportunities, or the military will be provided.

19. Local systems are required to expend in total or on a per pupil basis an amount equal to or greater than the preceding year for Career and Technical Education (maintenance of effort).

20. A written process is in place to verify that federal program improvement funds are spent on only those programs that meet the ten (10) Career and Technical Education quality program indicator criteria. This process and verification should be used prior to spending dollars and should be made available to auditors.

COMPLIANCE: **2011-2012**

B. CONDITIONS

Reports and other information required by the State Department of Education will be submitted within the dates established, and documentation will be maintained for five years.

1. Federal Career and Technical Education funds made available will be used to supplement and increase the amount of state and local funds for Career-Technical Education and in no case to supplant such state and local funds.

2. An inventory will be maintained of all equipment purchased in whole or in part with Carl D. Perkins funds provided by the State Board of Education, and all such equipment will be available for use by students in the approved Career and Technical Education program for which purchased.

3. Recipients of federal funding that plan to use any equipment (purchased in whole or in part with federal funds provided by the State Board of Education) in any program, project or activity other than for which it was originally purchased or disposed of or trade in such equipment must comply with the provisions of Education Department General Administrative Regulations (EDGAR). Inventory must be maintained (for the length of the Perkins IV law) and items appropriately tagged.

4. Carl E. Perkins funds will not be expended in any manner other than as budgeted in the original plan or amended plan (if applicable).

   In the event that funds should need to be expended (category or dollar amount) in any manner other than stipulated in this plan, the eligible recipient must submit, in writing, a request to amend the plan and this request must include an explanation of proposed changes along with a revised copy of the budget. A form has been provided to systems for this purpose.

5. Perkins funds will not be expended prior to the receipt of a letter of approval for the original plan and/or the amended plan.

6. Career and Technical Education programs will operate consistently with all federal and state requirements and regulations including Education Department General Administrative Regulations (EDGAR) and Office of Management and Budget (OMB) Circulars 133, 87, and 102.

7. This plan and budget were prepared using the instructions provided by the State Department of Education and accurately reflects the information required at the time of preparation.

8. All required parties required in Perkins were involved in the development of the plan.

9. The eligible recipient certifies that the conditions stipulated in this application will be complied with in providing programs, services, and activities for Career and Technical Education and funds will be used as stipulated in the application.

10. Parents of each Career and Technical Education student will be provided with a list of competencies at the beginning of each course taken.

11. Teachers will apprise students of course content and learning expectations using competency profiles at the beginning of the course.

SIGNATURE PAGE: 2011-2012

Note: Each LEA that is a member of a consortium must complete and submit a Signature Page as part of the Action Plan. (Duplicate this page as needed.)

Key in information below to submit with plan.

(**Mail original signature page to your regional field service consultant**) DO NOT FAX

If the system **IS A MEMBER OF A CONSORTIUM** , complete **Part A**:

Part A

1. System:_____
   Director of Schools (signature):_____
   Career and Technical Director (signature):_____
   Date:_____

2. System:_____
   Director of Schools (signature):_____
   Career and Technical Director (signature):_____
   Date:_____

If the system IS NOT A MEMBER of a consortium, complete Part B:

Part B:

1. System: Knox County Schools
   Director of Schools (signature):_____
   Dr. James p McIntyre
   Career and Technical Director (signature):_____
   C Don Lawson
   Date: June 20, 2011

COMPLIANCE: 2011-2012

CTE Director Employment Standard and Matrix

Note: All CTE directors including each CTE director that is a member of a consortium must complete the following information as part of the Action Plan. (Duplicate this page as needed.)

Identify the local Career and Technical director in your system responsible for the administration of Perkins funds and the Career and Technical Education funded programs.

System: **470 Knox County**

Name: **Charles D Lawson**

List all Endorsements Codes Held (including Career and Technical, Academic, and Administrative) and Title of Area of Endorsement

Endorsements Codes	Title of Area of Endorsement
070	Technology Engineering Education
531	Drafting/CAD
580	Construction Maintenance Trades
480	Beginning Administrator A (submitted for advancement to professional administrator license)

Date Hired for Career and Technical Director Position: July 2002

Matrix Due Date (3 years from date hired as CTE Director N/A

Teacher License #: **000260219**

Completing Matrix: ___Yes _X__No ___Completed

Indicate the Employment Standard Met: ___Standard 1
(Check only 1)
_2_Standard 2
___Standard 3

___Standard 4/111 Endorsement

COMPLIANCE: 2011-2012

Cluster and Program of Study

A. To receive Perkins funds, a system must have one Program of Study that includes a post-secondary component. (*Each junior high school that is a member of a consortium must declare a program of study. This program of study must be a program of study that leads into a feeder high school program of study.* (Duplicate this page as needed.)

- Enter the name of the (one) **Cluster and Program of Study** your system has selected in order to receive Perkins funds:

  Cluster: **Architecture and Construction**

  Program of Study: **Carpentry**

- Indicate with an "X" the post-secondary component and list the applicable postsecondary institution.

  Postsecondary Institution: Lincoln Park Technology Center

  _____Dual Enrollment

  _____Dual Credit

  __X___Articulation Agreement—accepts NCCER certification

Core Indicators of Performance

B. Indicate with an "X", each Core Indicator of Performance that did not meet (N) 90% of negotiated level of performance

___NA ___1S1 ___1S2 ___2S1 ___3S1 ___4S1 **X 5S1** ___6S1 ___6S2

Note: Systems not meeting 90% of the negotiated level of performance *MUST* write an improvement plan using the form on the following page (page 11.10). Activities and required funding must be included in the Goal Sheet Action Steps as well as the Budget Summary. The action steps in the improvement plan must focus on the core indicators that did not meet the 90% negotiated level of performance.

Systems meeting 90% of the negotiated level of performance on all core indicators of performance will skip page 11.10.

CORE INDICATOR OF PERFORMANCE IMPROVEMENT PLAN: 2011-2012

Information must be completed on each core indicator that did not meet 90% of the negotiated level of performance.

Identify Core Indicator Not Met			Plan of Action For Improvement	Person(s) Responsible	Timeline	Crosswalk with Perkins Application (Indicate Goals(s) and Action Step(s)	Status	
(Indicator Not Met)	Corrective Action Year	Check Year (X)					C	I
5S1	Yr 1							
	Yr 2							
	Yr 3							
	Yr 4	X	**Data coaches will be utilized to insure that all school related data is current and up to date. This includes follow-up 5S1 (It is the belief of the CTE Director that there has been a mistake in the data. A 40% decrease is a major drop when Knox County Schools has had no problem meeting this benchmark in the past.)**	Doris Pressley Farragut H.S. Cyntha Hutchens Fulton H.S. Natalea Riley Carter H.S. Clark Foster A-E Chris Tucker Byington Solway Jim Porter Powell H.S. Jason Mayfield Karns H.S. Frank Draper Gibbs H.S. Jeff Bryant South Doyle Mike Erminger West H.S. Frank Hawkey Central H.S. Jim Friedrick Hardin Valley Ginger Hinds Bearden H.S. Cheryl Walker Halls H.S.	2011-2012	Goal 2, Action Step 5		

Note: This form may be duplicated as needed.

COORDINATION 2011-2012

1. If your LEA has formed a consortium with another system, please address the following: (A consortium must be formed if Perkins allocation is less than $15,000.)

   Consortium Members (Systems): N/A

   Consortium Fiscal Agent:

   How are Consortium Goals and Action Steps determined:

   What is the Process for Determining Consortium Budget:

   What is the Process for Reporting Data on Performance Levels:

The CTE Directors for each consortium will be responsible for negotiating the local levels of performance for the LEA. The methodology for reaching agreement on local levels of performance with consortia is the same as with single recipients and will be negotiated separately for each LEA within the consortium.

**If a system cannot provide an appropriate sequence of courses, the system should be a member of a consortium regardless of the funds generated.*

Section 134 Local Application Requirements – Perkins IV

Provide a brief description of activities that took place during the previous fiscal year (2010-2011) for each of the following. Bulleted items are acceptable. Do not exceed two (2) pages.

1. **Describe how the career and technical education activities will be carried out with respect to meeting State and local adjusted (negotiated) levels of performance Sec. 134(b)(2).**
   - 1S1 & 1S2 IN COLLABORATION WITH KNOX COUNTY SCHOOLS ACADEMIC SUPERVISORS, PROFESSIONAL DEVELOPMENT WILL BE MADE AVAILABLE TO ALL TEACHERS ON CREATING AND TEACHING COLLABORATIVE LESSON PLANS INCREASING STUDENT SUCCESS IN ALL AREAS OF THEIR MIDDLE AND HIGH SCHOOL EXPERIENCE.
   - 2S1 CTE SUPERVISORS WILL CONTINUE FIVE MINUTE WALKTHROUGH EVALUATIONS MONITORING CLASSROOM COMPETENCY ATTAINMENT, SAFE LAB ENVIRONMENT, AND INSURE THAT TEACHER IS TEACHING ALL ASPECTS OF INDUSTRY.
   - 2S1 Training will continue to be provided in the area of new technology.
   - 3S1 & 4S1 KNOX COUNTY CONTINUES TO SHOW SUCCESS IN SECONDARY SCHOOL COMPLETION. INCREASED RIGOR WILL BE FOCUSED ON ACADEMIC INTEGRATION INTO ALL AREAS OF CTE CURRICULUM. KCS CTE MATH INTEGRATION IS PROVIDING STRONG VALIDATION THAT INTEGRATION WORKS WITH THE TECHNICAL GEOMETRY COURSE AT HALLS HIGH/NORTH KNOX ACHIEVING SCORE OF UP TO 15% POINTS HIGHER THAN THEIR COUNTERPARTS.
   - 5S1 proved to be an anomaly this year with an almost 40% drop. It is our belief that a data error occurred. We will implement data coaches at each school who's duty will be to monitor, provided assistance to and maintain data accuracy at their respective schools.
   - 6S1 & 6S2 KCS CTE will continue to provide a wide variety of activities showcasing nontraditional roles. CTE Race Team, CTE Goes Idol, CTE Career Fair, Guest Speakers……..

2. **Describe**
   (a) **how the LEA will ensure that students who participate in such career and technical education programs are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students; and**

- KNOX COUNTY UTILIZES RANDOMIZED END OF COURSE ASSESSMENTS GENERATED AT THE CENTRAL OFFICE LEVEL. THESE EOCS ENSURE THAT TEACHERS INSTRUCT ALL STUDENTS WITH THE SAME RIGOROUS CONTENT. THESE ASSESSMENTS ARE UPDATED WITH 15% NEW CONTENT ANNUALLY TO GUARANTEE TESTS REMAIN CURRENT AND THAT TEST SECURITY MAINTAINS RELIABLE. CENTRAL OFFICE STAFF WILL CHECK STUDENT COMPETENCY PROFILES DURING WALK THROUGH EVALUATIONS TO ENSURE THAT ALL INSTRUCTORS ARE MAINTAINING STUDENT RECORDS AND THAT COURSE PACING IS CONSISTENT SYSTEM WIDE.
- TEACHERS ARE REQUIRED TO COLLABORATE WITH CORE ACADEMIC TEACHERS PROVIDING DOCUMENTATION OF THIS LESSON AT THE END OF YEAR CHECK OUT.
- TEACHERS WILL CONTINUE THE USE OF FORMATIVE . UNDER THIS DEFINITION, ASSESSMENT ENCOMPASSES TEACHER OBSERVATION, CLASSROOM DISCUSSION, AND ANALYSIS OF STUDENT WORK, INCLUDING HOMEWORK AND TESTS. ASSESSMENTS BECOME FORMATIVE WHEN THE INFORMATION IS USED TO ADAPT TEACHING AND LEARNING TO MEET STUDENT NEEDS.

   (b) **encourage career and technical education students at the secondary level to enroll in rigorous and challenging courses in core academic subjects Sec. 143(b)(3)(d).**

- KCS CTE WILL CONTINUE ACTIVITIES THAT SHOWCASE OUR STUDENTS AND WHAT THEY DO. CTE GOES IDOL WILL BE AN ANNUAL EVENT WHERE SENIORS PARTICIPATE IN A CAPSTONE EVENT CHALLENGING THE TECHNICAL AND ACADEMIC SKILLS THEY HAVE LEARNED OVER THEIR HIGH SCHOOL EXPERIENCE. THIS YEARS EVENT WAS A OVERWHELMING SUCCESS WITH A CROWD OF OVER NINE THOUSAND FAMILY, COMMUNITY, POLITICAL LEADERS AND BUSINESS AND INDUSTRY TURNING OUT TO SHOW THEIR SUPPORT.
- THE NEWLY FORMED CTE RACE TEAMS HAVE DRAWN GREAT SUPPORT FROM ALL STAKEHOLDERS
- ALL EIGHTH GRADE STUDENTS ARE PROVIDED THE OPPORTUNITY TO UTILIZE THE KUDER ASSESSMENT SYSTEM THROUGH THE MIDDLE SCHOOL COUNSELORS. THE INFORMATION GARNERED IN THE PROCESS HELPS STUDENT BETTER UNDERSTAND ACADEMIC REQUIREMENTS IN A CAREER FIELD OF INTEREST.
- KNOX COUNTY CTE IMPLEMENTED A NEW WEBSITE (WWW.CTE.KNOXSCHOOLS.ORG) TO INFORM, EDUCATE, AND PROVIDE CURRENT COURSE INFORMATION FOR THE LOCAL CTE OFFERINGS. THIS WEBSITE ALSO PROVIDES PARENTS AND FUTURE STUDENTS COURSE CONTENT, COMPETENCY

PROFILES, AND LINKS TO OUR POST-SECONDARY PARTNERS. ADDITIONAL RESOURCES INCLUDE JOB MARKET DATA FOR THE KNOX COUNTY SERVICE AREA WITH LINKS TO JOB POSTINGS.

- KCS CTE PRODUCED A VIDEO PROMOTING CAREER AND TECHNICAL EDUCATION DISTRICT ADMINISTRATOR, CENTRAL OFFICE ADMINISTRATIVE PERSONNEL, CURRENT AND PAST STUDENTS. THIS VIDEO EMPHASIZES THE IMPORTANCE OF CAREER AND TECHNICAL EDUCATION AND THE STRENGTH OF APPLICATION OF ACADEMIC CONTENT INTO REAL WORLD SCENARIOS.

3. Describe

(a) how parents, students, academic and career and technical education teachers, faculty, administrators, career guidance and academic guidance counselors, representatives of business, labor organizations, representatives of special populations, and other interested individuals are involved in the development, implementation, and evaluation of career and technical education programs,

- ALL KNOX COUNTY CTE INSTRUCTORS ARE REQUIRED TO HAVE AN ACTIVE ADVISORY COUNCIL TO EVALUATE AND HELP MAKE INFORMED DECISIONS FOR PROGRAM IMPROVEMENT. TEACHERS ELECTRONICALLY SUBMIT SEMESTER AGENDAS, MINUTES AND MEMBERS PRESENT FOR ADVISORY MEETINGS. TEACHERS ALSO SUBMIT ELECTRONICALLY NAMES, ADDRESSES FOR EACH MEMBER FOR ACCOUNTABILITY PURPOSES. SEE ATTACHMENT A
- KNOX COUNTY CTE MAINTAINS A WEBSITE (WWW.CTE.KNOXSCHOOLS.ORG) AND WWW.CTEPARTNERSHIPS.ORG TO INFORM, EDUCATE, AND PROVIDE CURRENT COURSE INFORMATION FOR THE LOCAL CTE OFFERINGS. THIS WEBSITE ALSO PROVIDES PARENTS AND FUTURE STUDENTS COURSE CONTENT, COMPETENCY PROFILES, AND LINKS TO OUR POST SECONDARY PARTNERS. ADDITIONAL RESOURCES INCLUDE JOB MARKET DATA FOR THE KNOX COUNTY SERVICE AREA WITH LINKS TO JOB POSTINGS.
- KCS CTE PRODUCED A VIDEO PROMOTING CAREER AND TECHNICAL EDUCATION DISTRICT ADMINISTRATOR, CENTRAL OFFICE ADMINISTRATIVE PERSONNEL, CURRENT AND PAST STUDENTS. THIS VIDEO EMPHASIZES THE IMPORTANCE OF CAREER AND TECHNICAL EDUCATION AND THE STRENGTH OF APPLICATION OF ACADEMIC CONTENT INTO REAL WORLD SCENARIOS.
- KNOX COUNTY'S CENTRAL OFFICE CTE STAFF CONTINUES TO EMPLOY THE LEA ADVISORY COUNCIL TO CHANGE THE IMAGE OF CAREER AND TECHNICAL EDUCATION. THESE NEW MEMBERS ARE SERVING IN A GREATER CAPACITY. ORNL, TOYOTA, SCRIPPS, IBEW, AGC, ABC, PHCC ARE TAKING AN ACTIVE ROLE IN PROVIDING QUALITY TECHNICAL IN-SERVICE FOR TEACHERS, SERVING AS MENTORS FOR OUR YOUNG PEOPLE, AND EVALUATION OF OUR CURRENT TECHNOLOGY AND CURRICULUM DELIVERY.

(b) and how such individuals and entities are effectively informed about, and assisted in understanding, the requirements of Perkins IV, including career and technical programs of study Sec. 134 (b)(5).

- ALL EIGHTH GRADE STUDENTS ARE PROVIDED THE OPPORTUNITY TO UTILIZE THE KUDER ASSESSMENT SYSTEM THROUGH THE MIDDLE SCHOOL COUNSELORS. THE INFORMATION GARNERED IN THE PROCESS HELPS STUDENT BETTER UNDERSTAND ACADEMIC REQUIREMENTS IN A CAREER FIELD OF INTEREST.
- KNOX COUNTY CTE IMPLEMENTED A NEW WEBSITE (WWW.CTE.KNOXSCHOOLS.ORG) TO INFORM, EDUCATE, AND PROVIDE CURRENT COURSE INFORMATION FOR THE LOCAL CTE OFFERINGS. THIS WEBSITE ALSO PROVIDES PARENTS AND FUTURE STUDENTS COURSE CONTENT, COMPETENCY PROFILES, AND LINKS TO OUR POST SECONDARY PARTNERS. ADDITIONAL RESOURCES INCLUDE JOB MARKET DATA FOR THE KNOX COUNTY SERVICE AREA WITH LINKS TO JOB POSTINGS.
- KCS CTE PRODUCES ANNUALLY A VIDEO PROMOTING CAREER AND TECHNICAL EDUCATION DISTRICT ADMINISTRATOR, CENTRAL OFFICE ADMINISTRATIVE PERSONNEL, CURRENT AND PAST STUDENTS. THIS VIDEO EMPHASIZES THE IMPORTANCE OF CAREER AND TECHNICAL EDUCATION AND THE STRENGTH OF APPLICATION OF ACADEMIC CONTENT INTO REAL WORLD SCENARIOS.

YEAR FOUR ACTION PLAN: FISCAL YEAR 2011-2012

GOAL 1 – Action Plan Development					Allocation: $806,834
Section A – Identify which need(s) component addresses.					
System Goal	Maintain or exceed the State and Federal negotiated level of performance for CTE skill proficiency 2S1 and 5S1 by 2012.				
Which local plan component(s) does this goal address?	A, B, H, I, J, K, L, M, N, O, P, Q				
Which core indicator of performance is addressed?	1S2, 2S1, 5S1, 6SI, 6S2				
Which TCSPP Component V Goal and Action Step are addressed as applicable?	None				
Section B: ACTION STEPS	**Section C.1 - IMPLEMENTATION PLAN**				
Section B – Descriptively list the action you plan to take to ensure you will be able to progress toward your goal. Action steps are strategies and interventions which should be scientifically based where possible and *include professional development, new technology, and equipment.* *Address Special Populations as applicable.*	For each of the Action Steps you list, give timeline, Required & Permissive Uses of Funds, Line Item # & Amount, Evaluation Strategy and Expected Outcome.(For Evaluation Strategy, define how you will evaluate the action step.) Check when completed.				
	Action Step Timeline	**Required (R) & Permissive (P) Uses of Funds**	**Line Item # & Amount**	**Evaluation Strategy & Timeline**	**Expected Outcome**
Action Step 1 Provide instructors with supplies, equipment and training essential for learner mastery of current industry standards	August 2011 -March 2012	R1, R2, R3, R5, R7	#71300-429 $452,884.00	The CTE Director's staff will monitor Competency profiles and Interim Reports to measure student progress each term.	Increase student technical skill attainment and alignment with industry demands
Action Step Create, update, and align end of course assessments to meet industry certification criteria.	August 2011 -March 2012	R1, R2, R3, R6, R9	0.00	The CTE Director's staff will monitor each term the system wide end of course assessments to insure industry certification content consistency. These test are used as a content knowledge assessment tool	Increase student academic and technical skill attainment and alignment to industry expectations
Action Step (Strategies, Intervention, or Scientific Based Research)					
Sec. C.2 - IMPLEMENTATION PLAN					
Identify professional development component(s) addressed in Goal 1.Note: Professional development must also be described in the Action Steps. (As applicable)	Goal 1 PD Component(s) Year IV:				
	Goal I Sub-Total				**$452,883.56**

Note: Goal 1 sheet may be duplicated as needed.

YEAR FOUR ACTION PLAN: FISCAL YEAR 2011-2012

GOAL 2 – Action Plan Development					
Section A –Identify which need(s) component addresses.					
System Goal	Increase the graduation rate so that the district and all schools meet or maintain AYP requirements. To meet Carl Perkins IV negotiated baseline for 2011/2012.				
Which local plan component(s) does this goal address?	A, C, D, E, G, K, L, M, N				
Which core indicator of performance is addressed?	1S1, 1S2, 3S1, 4S1				
Which TCSPP Component V Goal and Action Step are addressed as applicable?	G1, AS1, AS2, AS8				
Section B: ACTION STEPS	**Section C.1 - IMPLEMENTATION PLAN**				
Section B – Descriptively list the action you plan to take to ensure you will be able to progress toward your goal. Action steps are strategies and interventions which should be scientifically based where possible and *include professional development, new technology, and equipment.* *Address Special Populations as applicable.*	For each of the Action Steps you list, give timeline, Required & Permissive Uses of Funds, Line Item # & Amount, Evaluation Strategy and Expected Outcome. (For Evaluation Strategy, define how you will evaluate the action step.) Check when completed.				
	Action Step Timeline	**Required (R) & Permissive (P) Uses of Funds**	**Line Item # & Amount**	**Evaluation Strategy & Timeline**	**Expected Outcome**
Action Step Maintain quality Programs of Study and provide programs to meet the TN Diploma Project focused area. (This will also maintain the current teaching positions which were facing cuts due to the budget shortfall.)	August 2011 – May 2012	R1, R2, R3, R4, R7, R9,	#71300 - 116 $51,025.00 #71300 –201 $**3,163.55** #71300 –204 $4,617.76 #71300 –206 $59.00 #71300 –207 $9,000.00 #71300-212 $739.86 **Total** **68,605.18**	The CTE Director will monitor the use of data sources such as five minute walk through evaluations made by principals each grading period.	Additional students will complete CTE Concentrations due to the TN Diploma Project.
Action Step Continue Jobs for Tennessee Graduates Program to Central High School and open new JTG program at Carter High School. THE JTG MODEL provides performance standards and best practices for serving at-risk students. The three types of program applications include the Senior Program (school-to-career transition for seniors in high school); Multi-Year Program (a dropout prevention program for students in grades 9 to 12); and the Dropout Recovery Program (serving dropouts or young people in alternative school settings.)	August 2011 – May 2012	R1, R2, R3, R4, R7, R9,	#71300 –116 $59,872.00 #71300 –201 $3,712.06 #71300 –204 $5,418.42 #71300 –206 $118.00 #71300 –207 $8,521.18	The CTE Director will monitor each term the success of the JTG program and student assessments.	Additional students will graduate from high school.

			#71300-212 $868.14 **Total** **$78,509.80**		
Action Step Marketing consultant- Career and Technical Education has to overcome the stigma that CTE is for those students that can't do. We are showing major success in overcoming this outdated image through utilizing a marketing consultant to work with all CTE programs.	August 2011 May 2012	R1, R2, R3, R4, R7, R9,	#72130 - 399 **$21,506.67** **Total** **$21,506.67**	The CTE Director will evaluate each event to measure community/business participation, teacher attendance and media response. December and May.	Increased awareness of what Career and Technical Education is, who we are, what we do and the impact CTE has on the LEAs graduation rate.
Action Step New teacher mentor/Evaluations – Recruiting and retaining quality CTE teachers has and continues to be an area of concern for all LEAs. Having a new teacher mentor has proven to be an asset in both recruiting and retention of our new teaching staff. Our teacher mentor works directly with all new teachers through their tenure process to offer guidance and support on a daily basis.	August 2011 June 2012	R1, R2, R3, R4, R7, R9,	#72130 - 399 **$41,449.56** **Total** **$41,449.56**	The CTE staff will develop a New teacher questionnaire to monitor their needs, challenges, and successes along with the effectiveness of the teacher mentor. December and May	Increase retention of new teacher through the first three difficult years.
Action Step –CIIP—5S1 Data Specialist – With increased emphasis on teacher accountability and student performance understanding data and how to use it has become essential. One data specialist will be retained at each school to provide assistance and training for the CTE staff at their base school. These individual will monitor E-Tiger reporting, ACT scores and other data that will help teacher to better effectively plan for instruction.	August 2011 June 2012	R1, R2, R4, R6, R8, R9	#72130 - 189 **$35,000.00** #72130-212 **$507.50** #72130 –201 **$2,170.00** #72130 –204 **$3,167.50** **Total** **$40,845.00**	Data personnel will meet with system wide data manage at Lincoln Park Trade and Technology Center for in-service and training so to better provide support for the teachers at their assigned school. The CTE Director will evaluate the effectiveness of this position in December and May.	Increased student achievement with skill attainment and core academic indicators. Improved teaching performance, follow-up data, and concentrators
Section C.2 - IMPLEMENTATION PLAN					
				Goal 2 Sub-Total	**$250,916.21**

YEAR FOUR ACTION PLAN: FISCAL YEAR 2011-2012

GOAL 3 – Action Plan Development

Section A –Identify which need(s) component addresses.

System Goal	Increase opportunities for all teachers to receive high quality professional development during 2011/2012.
Which local plan component(s) does this goal address?	C, E, F, J, O, Q
Which core indicator of performance is addressed?	1S1, 1S2, 2S1, 6S1, 6S2
Which TCSPP Component V Goal and Action Step are addressed as applicable?	G2, G3, G4, AS1, AS2, AS3, AS7

Section B: ACTION STEPS	**Section C.1 - IMPLEMENTATION PLAN**					
Section B – Descriptively list the action you plan to take to ensure you will be able to progress toward your goal. Action steps are strategies and interventions which should be scientifically based where possible and *include professional development, new technology, and equipment. Address Special Populations as applicable*	For each of the Action Steps you list, give timeline, Required & Permissive Uses of Funds, Line Item # & Amount, Evaluation Strategy and Expected Outcome.(For Evaluation Strategy, define how you will evaluate the action step.) Check when completed.					
	Action Step Timeline	**Required (R) & Permissive (P) Uses of Funds**	**Line Item # & Amount**	**Evaluation Strategy & Timeline**	**Expected Outcome**	
Action Step 1 Provide opportunities for program updates and changes to curriculum, competency attainment Rubric, Integration of Curriculum for all students including Special Populations. MTSU Summer Conference.	July-2011	R1, R2, R4, R6, R8, R9	#72130 355PD $35,000.00	In August the CTE director will monitor teacher participation through registration and attendance list.	Increased student achievement with skill attainment and core academic indicators.	
Action Step 2 Provide for teachers traveling with CTSO students participating at local, regional and state conferences.	August 2011 June 2012	R3, R5, R9	#72130 355C $60.000.00	Each term CTE director will monitor teacher participation through registration and attendance list provided by the state consultant.	Increase opportunities for students to develop leadership and career readiness skills.	
Section C.2 - IMPLEMENTATION PLAN						
Identify professional development component(s) addressed in Goal 1. Note: Professional development must also be described in the Action Steps. (As applicable)	Goal 3 PD Component(s) Year IV: Audience:	PD1, PD2, PD3, PD4, PDB, PDC, PDD CTE teachers, counselors, administrators				
					Goal 3 Sub-Total	**$95,000.00**

Equipment List to Support Goal 3 Action Steps (Identify program and equipment to be purchased.) The list ***must be specific***. T&I must identify sub-clusters.	Program by School:

Note: Goal 3 sheet may be duplicated as needed.

Goal Summary Sheet 2011-2012			
Goals	**Amount**		
Goal 1	Subtotal	$452,884.	00
Goal 2	Subtotal	250,916.	00
Goal 3	Subtotal	95,000.	00
72230 Supervisor/Director & 99100 Indirect Costs	Subtotal	8034.	00
Grand Total		$806,834.	00

Notes: 1. The Goal Summary Sheet grand total must equal LEAs allocation.
2. The Goal Summary Sheet grand total must equal the Budget Summary federal grand total.

RLA-2554 **R-11-8-202**

Commission

Meeting Date: 08/22/2011

Requested By: Kevin Wilson, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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 authorizing the acceptance of a grant award in the amount of $212,190.00 for the U.S. Department of Health and Human Services to expand the Vine Middle School Health Clinic to the following eight (8) Schools: Lonsdale Elementary, Christenberry Elementary, Dogwood Elementary, Sarah Moore Greene Elementary, Belle Morris Elementary, Pond Gap Elementary, South Doyle Middle and Austin-East High.
(Schools)

Work Session Recommendation: **Withdraw at Request of Sponsor**

Attachments

Resolution

Grant narrative

grant budget

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $212,190.00 FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES TO EXPAND THE VINE MIDDLE SCHOOL HEALTH CLINIC TO THE FOLLOWING EIGHT (8) SCHOOLS: LONSDALE ELEMENTARY, CHRISTENBERRY ELEMENTARY, DOGWOOD ELEMENTARY, SARAH MOORE GREENE ELEMENTARY, BELLE MORRIS ELEMENTARY, POND GAP ELEMENTARY, SOUTH DOYLE MIDDLE AND AUSTIN-EAST HIGH.

RESOLUTION: **R-11-8-202**

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 Schools has been awarded a grant from the U.S. Department of Health and Human Services, Health Resources and Services Administration, relative to its School-Based Health Center Capital Program to improve access to basic primary health care for school-aged children; and

WHEREAS, this grant award is in the amount of $212,190.00 and will be used to expand the Vine Middle School Health Clinic to the following eight (8) schools: Lonsdale Elementary, Christenberry Elementary, Dogwood Elementary, Sarah Moore Greene Elementary, Belle Morris Elementary, Pond Gap Elementary, South Doyle Middle and Austin-East High; and

WHEREAS, the Knox County Board of Education approved this grant award at their regular meeting held on August 10, 2011.

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

The Knox County Commission hereby authorizes the acceptance of grant funding in the amount of $212,190.00 from the U.S. Department of Health and Human Services for the expansion of the Vine Middle School Health Clinic.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents necessary to accept said grant award, 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

Vine School Health Center Expansion

Proposal from the University of Tennessee, Knoxville
SCHOOL-BASED HEALTH CENTER CAPITAL (SBHCC) PROGRAM
(HRSA – 10-276)
U.S. Department of Health and Human Services
Health Resources and Services Administration
Bureau of Primary Health Care

Introduction

The School-Based Health Center Capital funds will expand the current services provided by the Vine School Health Center (VSHC) and increase access to health care with telehealth technology. For the past fifteen years, VSHC has provided primary healthcare services to children ages 3 to 21 years in Knox County Schools who were in need of health services and unable to access care. The VSHC is staffed by University of Tennessee (UT) faculty nurse practitioners, graduate and undergraduate students from the university, and by a Knox County school nurse every school day. During the 2009/2010 school, year there were 1,139 healthcare visits to the clinic (677 physical examinations and 471 acute care visits). Of these visits, 17% of the students were from the Vine Middle Magnet School where the VSHC is located. The other 83% were children who attended schools other than Vine. Many of the acute care visits could have been handled by telehealth without requiring the children to leave their school of origin and without the necessity of transportation to the VSHC.

Funding Priority

This application is requesting funding priority. The VSHC serves all students in the school district ages 3 to 21 that are unable to access health care regardless of their ability to pay. Last year, 52% of the children seen were insured through Tennessee's Medicaid program (TennCare), and 36% of the children seen were uninsured.

Need

Background

The Knox County Schools website (http://knoxschools.org/) reports that 42.8% of the student population is considered economically disadvantaged. The total number of schools in Knox County Schools is 87, and the district serves 56,616 students. Of those 87 schools, 25 have student populations of more than 50% who qualify for free lunch or reduced lunch: 1 alternative school, 2 high schools, 4 middle schools, 16 elementary schools, and 2 preschools.

The VSHC was established in 1995 to address health issues in school children through the collaborative efforts of Knox County Schools, Knox County Health Department, and the University of Tennessee College of Nursing. The three primary objectives of this joint effort at that time were to:

1. Deliver pediatric primary care services to an underserved urban population;
2. Demonstrate the effectiveness of a nurse managed clinic as a primary health care delivery site; and
3. Provide clinical experiences in primary care and community health for graduate and undergraduate nursing students at the University of Tennessee.

The Vine Middle School location was selected because it is in census tract 6 of Knox County, an area that was designated as a Health Professions Shortage Area (HPSA) by the Federal Register and from the population data of the three zip codes served by the school: 37914, 37915, and 37917. The urban area at that time was 87.7% Black with the average household income below the federal poverty line. Below are the demographics of the zip codes from the last census.

Table 1. The demographics of the targeted zip codes as reported in the 2000 census.

Zip Code	**37915**	**37914**	**37917**	**37921**
Current Population:	5,810	20,513	23,377	28,296*
2000 Population:	5,564	20,120	24,480	26,240
Households per Zip Code:	3,242	9,304	12,884	11,605
Average House Value:	$58,300	$73,000	$62,000	$77,400
Avg. Income Per Household:	$9,721	$30,453	$23,807	$31,253
Persons Per Household:	2.02	2.39	2.06	2.47
White Population:	679 (12.2%)	11,386 (57%)	20,492 (83.7%)	20,088 (76.5%)
Black Population:	4,750 (85%)	8,286 (41%)	3,130 (12.8%)	5,249 (20%)
Hispanic Population:	48	178	406 (2%)	374 (1.4%)
Asian Population:	3	56	133	172
Indian Population:	13	41	98	67
Hawaiian Population:	1	4	4	13
Other Population:	23	91	208	192

*The 37921 has changed most significantly in size since the last census, and it is speculated that this increase in number has been in the Hispanic population because Lonsdale Elementary (school population of 249) reports a school population of 25% Hispanic, 48% Black, and 27% White. For comparison, the City of Knoxville's population in the 2000 census was 173,890 with 79.9% White, 16.2% Black, 1.6% Hispanic, 1.5% Asian, and 1% Other.

The expansion of the VSHC project will increase access to primary health care services for children ages 3 to 21 years of age through the school attended by the child. The schools were selected for the telehealth equipment because they are located in disadvantaged zip codes, have a high percentage of students eligible for free/reduced lunch, and/or were the largest source of referrals to the VSHC last year.

The VSHC will house the central terminal from which transmission of telehealth data will be sent to the nurse practitioners. It will be the health center where the electronic health records will be utilized. Transmission of health data in the electronic health record via the telehealth system will be assessed but not required for implementation of either system. The VSHC and the schools selected for expansion are listed below.

- Vine School Health Center (in the Vine Middle Magnet School)
  220 Langland Street; Knoxville, TN 37915
  865-594-5078 Census Tract 6
  http://vine-school-health-center.knoxschools.org/
  Free/reduced lunch program = 74% of the 443 students
- Austin East High School
  2800 Martin Luther King Jr. Blvd.; Knoxville, TN 37914
  865-594-3792 Census Tract 20
  http://austineasths.knoxschools.org/

Free/reduced lunch program = 67% of the 851students
The school had the largest number of referrals (72) to the VSHC last year.

- Lonsdale Elementary
  1317 Louisiana Avenue; Knoxville, TN 37921
  865-594-1330 Census Tract 28
  http://lonsdalees.knoxschools.org/
  Free/reduced lunch program = 100% of the 335 students

Lonsdale is a Provision 3 school where more than 90% of the student population qualifies for the free/reduced lunch program, so every student is considered to qualify without applying; therefore, 100% of the students are on the free lunch program. The school referred 27 students to the VSHC last year and was one of the top three elementary schools in the number of referrals to the VSHC.

- Christenberry Elementary
  927 Oglewood Avenue; Knoxville, TN 37917
  865-594-8500 Census Tract 15
  http://christenberryes.knoxschools.org/
  Free/reduced lunch program = 73% of the 641 students

The school referred 28 students to the VSHC last year and was one of the top three elementary schools in the number of referrals to the VSHC.

- Pond Gap Elementary
  1401 Hollywood Drive; Knoxville, TN 37909
  (865) 909-9040 Census Tract 38
  http://pondgapes.knoxschools.org/
  Free/reduced lunch program = 75% of the 401 students

This school was chosen because of its distance to the VSHC and their strong request for services. This school just received a $350,000 grant for the 2010-2011 academic school year to develop after-school activities and tutoring with dinner. Health services have been requested to complete the offerings.

Census tract data from the 2006-2008 American Community Survey Three-Year Estimates reveals that these census tracts continued to be disadvantaged communities. During these years, 16.4% of families in these census tracts were living below the poverty line and 23.2% of individuals in these census tracts were living below the poverty line. The comparative United States data was 14.4% of families and 20.8% of individuals living below the poverty line, which further substantiates the disadvantaged nature of the selected schools in these census tracts.

Uninsured Children

Of the students seen at the VSHC last year, 36% were uninsured and the services were provided without reimbursement. Research indicates School-based Health Center's struggle to maintain services due to lack of funding and reimbursement, and telehealth access to services can fill this gap and provide successful health services (Young and Ireson, 2003). Information and an application form regarding Tennessee's Medicaid (TennCare) program is provided to all uninsured patients and is documented in those patients' encounters.

TennCare

Participants in the state-managed TennCare program are assigned a healthcare provider. There are limited providers who will accept TennCare. Many of the TennCare recipients that the VSHC serves are asked when they were last seen by the designated provider on their card, and most have never seen that provider but relate that they only go to the emergency room. Additionally, many TennCare providers are overloaded with patients and frequently cannot see children because of the lack of appointment times. Consequently, many children are referred to area emergency rooms for conditions needing treatment although not emergent. The East Tennessee Children's Hospital provides care for minor acute illness in their fast-track emergency room program for all non-emergent problems referred to the hospital for afterhours concerns and the inability to access primary care. Oftentimes, too, the child's family will not see a provider until the child's condition worsens. Therefore, insurance for some of these children provides access to emergency services, but primary care preventative services are not sought. Practices with high percentages of TennCare patients have been approached about decreasing the emergency room visits of the patients assigned to them, but their volumes are high and outreach for primary care expensive. The children's hospital just built a new and larger emergency room with the fast-track program next to it. Studies indicate that telehealth access is associated with 22.2% less emergency room visits and 23.5% increase in clinic visits with telehealth capability (McConnochie, Wood, Herendeen, Ng, Nowes, Hongyue, & Roghmann, 2009).

Transportation

Finding transportation to a provider's office is also problematic for children in low income families. Public transportation is limited but available in the urban areas of Knoxville. The convenience of having children seen at the school that they attend is that it is convenient for the parent who does not have transportation or who is at work. The children we serve now and in the future often have parents who work in the minimum-wage service industry and are unable to leave work without losing pay; therefore, the health history and education is by phone and/or written information sent home with the child. Research indicates parent satisfaction with telehealth. A study conducted in a clinic with telehealth reported 91.2% of 229 parents were happy with telehealth because it allowed them to stay at work. The participants also indicated they would choose a clinic with telehealth capability (McConnochi, Wood, Kitzman, Herendeen, Roy, & Roghmann, 2005).

Clinical Experience in Community Primary Care for APNs

Some of the most important components of teaching and practice include discussions with students regarding evidence-based practice, what the research literature says, and what additional testing is necessary and when. As the VSHC is also an academic practice, teaching patients, parents, and students at the same time occurs frequently, and the best evidenced practices are adhered to unless contraindicated. Information is frequently accessed via the internet on computers obtained through the university's computer upgrade program. Computers replaced at the university are donated for use at the clinic. These computers will continue to be made available to students, and the requested funds will provide another computer for the office manager

to enter patient data and schedule appointments. The requested funds to purchase hardware for electronic health records will provide students the opportunity to use electronic health records, and the software offers checklists for the evaluation of particular concerns based on best practices. Although HRSA states that "preventive services (immunizations, screening tests, prophylaxis, and counseling) are a vital but too often neglected aspect of primary care" (2006), they are standards of care in the teaching facility for nurses and advanced practice nurses. The electronic health record will assist in supporting high quality care.

A Collaborative Effort

The VSHC is a collaborative effort between Knox County Schools and The University of Tennessee College of Nursing, and both are committed to the ongoing maintenance and growth of the clinic. Because of budget restrictions, the Knox County Health Department decided in 2001 that they were no longer able to assist with nurse practitioner staffing and physician coverage. In order to fill the staffing gap for the 2001-02 school year, Dr. Gaylord recruited additional volunteer nurse practitioner faculty members at the University of Tennessee. Physician coverage was contracted with Larry Rodgers, MD, who is a faculty pediatrician at the University of Tennessee Medical Center. From 2002 through 2006, the on-site nurse practitioner coverage was provided at 1.5 days per week by the University of Tennessee College of Nursing faculty who were also available by phone to assist the school district nurse who was on-site every day. In December 2006, a three-year grant was obtained from the Ronald McDonald House Charities (RMHC) to provide one fulltime pediatric nurse practitioner's salary and benefits. The grant was renewed again for three more years in the December of 2010. Below is a table outlining the growth and sustainability of the VSHC.

Table 2. VSHC Statistics from 2005 until 2010

	2005-2006 Academic Year	**2006-2007 Academic Year**		**2007-2008 Academic Year**	**2008-2009 Academic Year**	**2009-2010 Academic Year**
Use of RMHC Monies		½ Yr	½ Yr	Full Year	Full Year	Full Year
Nurse Practitioners						
FTEs	0.3	0.3	1.3	1.3	1.3	1.3
Days/Week	1.5	1.5	6.5	6.5	6.5	6.5
Nurse Practitioner Visits	331	536		887	961	1139
Rating of Health Services						
Excellent	68%	65%		72%	77%	70%
Satisfactory	31%	35%		27%	23%	30%
Unsatisfactory	0%	0%		0%	0%	0%
Number of Permission Forms						
Vine School	640	375		443	426	188/443
Other Schools	N/A	394		493	582	687
Total	640	769		936	1008	875
Health Insurance						
Yes (Private)	129	341		187	208	111
Yes (TN Medicaid)	376	270		504	534	453
No	135 (21%)	158(21%)		245 (26%)	266 (26%)	311(36%)
Student has primary care provider						
Yes	400			581	526	412
No	240 (38%)			355 (38%)	468 (49%)	463 (53%)
ER visits within the last year	96	85		168	198	200 (23%)

The VSHC has charged for services through the billing services available through Dr. Larry Rodgers' pediatric office and his office staff. Reimbursement received for the care delivered at the VSHC is through a check from Dr. Rodger's office made payable to the College of Nursing with the billing fees and physician fee deducted. Table 3 (below) presents a record of the services provided, the charges, the payments received, and the amount of unreimbursed care.

Table 3. Budgetary Totals

	2005/2006 Academic Year	2006/2007 Academic Year	2007/2008 Academic Year	2008/2009 Academic Year	2009/2010 Academic Year
Total Billed	$37,540	$39,807	$101,071	$162,311	NA
Unreimbursed Care	$19,985	$52,949	$69,550	$92,983	NA
Payments Received	$11,362	$15,476	$40,144	$70,347.40	NA
Payments CON Received	$ 6,987	$10,833	$28,101	$51,298	NA
Billing Costs	$2,434	$2,321	$6,021	$9,524	NA
Physician Services	$2,434	$2,321	$6,021	$9,524	NA
Medication Expenses and Supplies	$980	$4,583	$13,525.33	Meds = $1,385 Supplies= $2,541	Meds= Supplies-=
Nurse Practitioner Visits	PE 261 Acute 70 RN 28 **TOTAL: 331**	PE 347 Acute189 **TOTAL: 536**	576 PEs 311 Acute **TOTAL: 887**	570 PEs 391 Acute **TOTAL: 961**	677 PEs 471 Acute **TOTAL: 1139**

The charges for the last months of the 2009/2010 academic year have not yet been received; therefore, the last column will not be complete until August.

In 2007, the volunteer office manager was able to obtain insurance cards on many more patients, which increased the income of the clinic significantly. When she stated she needed a position with income and benefits, we elected to pay her salary with the incoming patient fees. Dr. Gaylord, in conjunction with the College of Nursing's financial office, is evaluating the present billing costs (20%) and looking for alternative billing opportunities to increase the income to the clinic. Dr. Gaylord is in the process of credentialing each nurse practitioner provider with all local and national insurers through the University Physicians' Association (UPA). Once credentialed, direct billing to insurers is possible and the office charges are negotiated by the UPA. Once all nurse practitioners are credentialed, it is anticipated that the electronic health record may assist in off-setting the present 20% billing charges.

A new Memorandum of Agreement has been negotiated with Dr. Rodgers separate from his private practice and is found in the Attachment 6. The Memorandum of Understanding between Knox County Schools and the University of Tennessee College of Nursing can also be found in Attachment 6. There has not been a memorandum of understanding between the two agencies prior to now, although the

VSHC has been in existence since 1995. However, it was suggested by the university audit office as we consider direct billing for our services and was initiated several months ago. The attached document has been written and reviewed by both the County Law Director's office and the University of Tennessee's General Counsel. Although not signed as yet by the appropriate agency officials, no difficulty is anticipated. Both Knox County Schools and the University of Tennessee College of Nursing are committed to the success and long-term sustainability of the VSHC.

Response

Expansion of the VSHC services to four additional schools will increase the number of disadvantaged students who are provided health care by the VSHC. The access to services via telehealth equipment will be possible without adding nurse practitioner staff in another location. The equipment requested to institute electronic health records will provide the VSHC a method of data collection, tracking needed for patient follow up, and delivery of best practices for pediatric primary care. Electronic health records will also provide the opportunity for the VSHC to bill for services electronically.

Increasing Services and Improving Access to Primary Care

As soon as funding is guaranteed, the equipment will be procured. Funds will be used to purchase computers, web cameras, electronic stethoscopes, and electronic otoscopes/throat illuminators for each school and a terminal at the VSHC. The school nurses and nurse practitioners will be oriented on how to use the new equipment. As soon the providers in the clinics are oriented and procedures for telehealth have been established, a presentation to each school's teaching faculty will be given about telehealth and school-based health care. A description of the services, how telehealth works and access to the services will be provided to families. A new flyer and permission form for service will be sent home with each school child explaining the new service available. The present flyer and website will be updated to reflect the VSHC's new capabilities. It is anticipated that 250 telehealth visits will occur during the first year of operation with the telehealth equipment. This number reflects an estimate of 1.5 telehealth contacts per day, which will occur in addition to the acute care visits to the VSHC. There were 471 acute care visits to the VSHC in the 2009/2010 academic year.

Electronic Health Record

Migrating from a paper chart to an electronic health record (EHR) will support the school-based health clinic with the management of both the teaching and practice arenas. The EHR will assist in maintaining the quality of care while teaching evidence-based care to APNs. Research on several her systems is in process. The support for Sage's Intergy 5.5 system is provided locally through the present billing office and is congruent with the billing services also provided. It is anticipated that EHRs will assist with direct electronic billing for reimbursement of services. The EHR will also allow for access to patient records from Vine and all satellite clinics, as the Intergy system is a web-based system that meets all of the security requirements for EHRs. Other her systems in the process of evaluation now are eClinical and Office Practicum, although

working with Q-Source may uncover other software products to be considered. Q-Source is a Tennessee company that is funded to offer expertise to improve patient outcomes and cost savings with electronic health records for practices serving the underserved. Q-source has been contacted, and further support for the company is expected if it is determined that they able to assist school-based health clinics. That determination is pending. The utilization of the EHR will assist with data collection, patient monitoring and necessary follow-up, and direct electronic billing for reimbursement.

Impact

This project will increase access to primary care services for medically underserved and disadvantaged communities. With the delivery of telehealth services, it is anticipated that the numbers of acute care/minor acute illness visits will increase. The total number of students potentially impacted at the four other schools is 2,228. It is anticipated that 250 telehealth visits will occur during the first year of operation with the telehealth equipment. This number reflects an estimate of 1.5 telehealth contacts/day (7 to 8 per week), which will occur in addition to the acute care visits to the VSHC. There were 471 acute care visits to the VSHC in the 2009/2010 academic year. The total number of acute care visits for the 2010/2011 school year is anticipated to be at least 771. Comments and evaluations of the parents and users of telehealth will measure program impact qualitatively. The VSHC and the expansion satellites will be a resource and possible solution for additional health needs as identified throughout the project once equipment is obtained. The telehealth equipment will be purchased immediately upon the receipt of funds.

The total number of patients served last year was 1,139. The number of physical examinations provided is anticipated to increase to 750 in the 2010/2011 academic year from 677 in the 2009/2010 academic year. At this point, a complete physical examination for school or sports will require an appointment at the VSHC. With this increase in physical examinations and the predicted increase in the number of acute care visits to 771, with the assistance of the telehealth equipment, a total of 1,531 patient visits for the 2010/2011 year is anticipated. The ratio of uninsured patients, which has been between 35 and 40%, has remained constant during the past four years. It is anticipated that this percentage will remain the same for the next academic year. Reimbursement for services, however, will be collected from the other additional patients and will contribute to the school-based health clinic's long-term sustainability.

The introduction of the EHR will be after the telehealth acquisitions and institution of that technology. The introduction of the EHR will impact all of the patients evaluated during the 2010/2011 academic year. The EHR will support the school-based health clinic with the management of both the practice and teaching arenas. Quality assessment of the primary care services provided has been demonstrated previously, as all audited charts have met billing criteria by TennCare. Quality assessment will continue with peer review of care and clinical case discussions. The EHR will assist in maintaining the quality of care while teaching evidence-based care to APNs. A web-based EHR will also allow for access to patient records from Vine and all satellite clinics. The utilization of the EHR will assist with patient data collection, patient monitoring and necessary follow-up, and direct electronic billing for reimbursement.

Resources/Capabilities

The VSHC is an outgrowth of the university's encouragement and the UT College of Nursing's commitment to advanced practice nursing roles in the community. The Dean of the College of Nursing is a supporter and facilitator of the school-based health center. Her letter of support can be found in Attachment 5. Other letters of support in Attachment 5 include Dr. Larry Rodgers (pediatrician) and Ms. Lisa Wagoner (Director of Health Services of Knox County Schools). A letter of support from Mr. Keith Goodwin (President/CEO of East Tennessee Children's Hospital) is available upon request.

The University of Tennessee College of Nursing (http://nightingale.con.utk.edu/) in Knoxville is a diversified academic community of faculty and students where undergraduate, master's, and doctoral students work together to become expert nursing professionals for various levels of nursing practice. The University of Tennessee College of Nursing, established in 1971, has provided outstanding service to our state through academic excellence, a commitment to service, and the highest ethical standards. The college is recognized for its excellent educational programs, unique research emphases, innovative practice arrangements, and services to the community. The mission of the College of Nursing is to promote the health of society at the local, regional, national, and international levels through nursing education, research, and professional practice. The college is committed to the delivery of high-quality academic programs at both the undergraduate and graduate levels, to the discovery and dissemination of knowledge through research and other scholarly activities, and to the provision of service to the community.

The University of Tennessee is engaged in the community through a wide variety of outreach programs (http://www.utk.edu/outreach/) and encourages faculty to seek such relationships in the community. The Academic Outreach Award given by the Chancellor is an excellent example of the rewards and commendations for such activities as a faculty member (http://chancellor.utk.edu/honorsbanquet/outreach.shtml). Dr. Nan Gaylord was a recipient of the award in 2006.

Dr. Nan Gaylord will be the key staff person responsible for the oversight of the project. She will coordinate the Project Team. The team will consist of Tami Bland, M.S.N., C.P.N.P, and Lisa Wagoner, B.S.N. Ms. Bland was a computer programmer prior to her return to nursing school and has assisted with the research and budget regarding this proposal. Ms. Wagoner is very supportive of the project and will assist with its implementation in the other schools, coordinating the program with the school nurses. Additional technology support is available both through the university and in the school district. The Project Team will work closely with both agencies to actualize the telehealth technology. The EHR hardware equipment will be ordered through the university's contract with Dell computers unless other compatible tablet laptops are identified. The telehealth hardware will be purchased after consulting with the university's Innovative Technology office about the technology utilized in the university's live on-line courses (including the College of Nursing) and with the companies offering the health evaluation equipment. The requested funds will be deposited in the VSHC account in the College of Nursing and the funds will be dispersed or transferred upon the request of Dr. Nan Gaylord. Spending oversight is provided by the business office in the College of Nursing, the UT business office, and the UT audit department.

Support Requested

The VSHC telehealth expansion and electronic health records project is requesting $46,600. The requested amount is for the equipment needed to fulfill the original missions of the VSHC at its inception in 1995. The request for the telehealth equipment will increase the delivery of pediatric primary care services to an underserved urban population. The expansion of the VSHC's services to four other disadvantaged schools will increase access with minimal additional costs after the equipment is purchased. The EHR will assist in demonstrating the VSHC effectiveness, improve the quality of health care, and provide the experience of EHRs to both graduate and undergraduate students. The completed SF-424C and budget justification are attached.

References

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Young, T. L. & Ireson, C. (2003). Effectiveness of school-based telehealth care in urban and rural elementary schools. *Pediatrics*, 112(5). Doi: 10.1542/peds.112.5.1088.

United States Census Bureau. (2000). Retrieved April 22, 2009, from http://www.census.gov/

BUDGET NARRATIVE JUSTIFICATION

Equipment: The funding request for equipment will provide the hardware and software to expand the Vine Middle School Health Clinic to 8 additional disadvantaged schools increasing the service numbers from 1,139 to 3,266 visits.

		Year 1	Year 2	Total - Y1
Electronic Medical Record (EMR) Software				
EMR Provider License (6)	Clinical software license for 6 NP providers in clincial care - prorated for numbers of days of work in clinic.			
PNP1 (4 days/wk)		5,400.00		
PNP 2 (1 day/wk)		1,350.00		
PNP3 (1.5 days/wk)		2,025.00		
PNP 4 (2 days/wk)		2,700.00		
PNP 5 (2 days/wk)		2,700.00		
PNP 6 (2 days/wk)		2,700.00		
EMR Total				**$16,875.00**

Practice' management software and electronic medical records software will improve scheduling, billing and general medical office practice and medical records management with privacy regulation compliance whereby eliminating the need to increase personnel while effectively increasing the student service numbers by 150% and ensuring high quality service.

Practice Management Software				
Provider Application License (6)	Software license for 'practice' management software (scheduling, billing, etc.) with 6 NP providers.			
PNP 1 (4 days/wk)		7,200.00		
PNP 2 (1 day/wk)		1,800.00		
PNP 3 (1.5 days/wk)		2,700.00		
PNP 4 (2 days/wk)		3,600.00		
PNP 5 (2 days/wk)		3,600.00		
PNP 6 (2 days/wk)		3,600.00		
Real-2me HIPAA (eligibility, claim status, remiVances)	One time electronic billing software	1,000.00		
PMS Total				**$23,500.00**

By installing, implementing and utilizing the telehealth electronic system, the ability to serve students in their school of origin and through the services of the familar school health nurse, the telehealth system will lessen school absences, decrease barriers to student health care because of lack of transportation to the Vine School Health Clinic across town. Additionally it will lessen previously experienced overloaded afterschool patient demand, eliminating unnecessary practioner overtime. The total funding will improve quanitity and quality of health care for economically disadvantaged students at their school of origin without need for transportation and with minimal disruption to their academic schedule.

Telehealth Equipment	**One 'set' as listed below for each of the 8 schools**		
Austin East, Pond Gap, Lonsdale, Christenberry Elementary, Dogwood Elementary, South Doyle Middle, Sarah Moore Greene, Belle Morris	Desktop PC with Webcam for each school (8)	1,100.00	
	AMD-Branded Custom Telemedicine Cart - WITHOUT Wireless and SFF PC for each school (8)	15,195.00	
	INCLUDES the following: (1) 32" LED Monitor, Small Form Factor PC, 4 Hour Battery, UL 60601 Compliant power isolation transformer, 110v & 220v Power Options, Retractable Ethernet, Power & S-Video Reels, Otoscope -Stethoscope, Chestpiece and Headset Mount, General Exam Camera Mount, Five 4" Twin Wheel Precision Casters for Ultimate Stability (side locking caster), 10" Height Adjustability for each school (8) Set' Per Each Total * 8	16,295.00	$130,360.00
Austin East, Pond Gap, Lonsdale, Christenberry Elementary, Dogwood Elementary, South Doyle Middle, Sarah Moore Greene, Belle Morris	AMD-2011, 2.5 Pediatric Specula for AMD-2013	35.00	$280.00
Vine Middle Health Clinic PC (1)	Desktop PC with Webcam	1,100.00	$1,100.00

Server ($100/month @ 12 months)	A PC computer provided by Connexion that serves as the primary processor and data storage. Monthly fee includes PC's customer service in the event of system problem.	1,200.00	$1,200.00
Front office PC (1)	Desktop PC with at least 2 ghz processor and at least 2 gBytes RAM to be used primarily for scheduling. May also be used for electronic billing.	1,000.00	$1,000.00
Front office scanning/billing PC/ Back-up Server (1)	Desktop PC with at least 2 ghz processor, at least 2 gBytes RAM, and at least 120 gBytes hard drive. Will be used to scan incoming reports, patient records, patient forms, insurance cards, etc. Can also be used for patient billing and as a backup server in the event that the primary server is down and waiting to be replaced.	1,000.00	$1,000.00
Printer (color, network)	Laser color printer connected to Ethernet with multiple paper trays and able to print at least 15 pages per minute.	800.00	$800.00
Scanner (1)	TWAIN compliant flat-bed scanner for scanning incoming reports, patient records, patient forms, etc.	500.00	$500.00
Card Scanner (1)	Duplex business card scanner for insurance cards.	100.00	$100.00
Tablet PCs (8)	Windows tablet PC with 1-3 gByte RAM, minimum 12" screen and backup battery	15,000.00	$15,000.00
Router Hub/Firewall (1)	Internet router for local area network providing wireless service for tablets.	500.00	$500.00
UPS (1)	Uninterrupted power source for server protection.	175.00	$175.00
Cables (8 sets)	Cables for connecting to internet, printers, etc.	200.00	$200.00

Workstation furniture (1)	L-shaped workstation for 2 PC's, scanners, printers and work surface for office manager		$1,000.00
Storage cabinet (1)	Locking cabinet for tablet computers		$500.00
Hardware Total			**$153,715.00**

Miscellaneous: Includes the one time services charged for the hardware and software set up and training of same for the applicable health clinic and school nurse staff. Equipment and softwares require a consistency of use and consistency of data input to provide the quanitity and quality of student care with minimal liability.

Installation/Implementation Fee	One time fee by Connexion for setting up office	1,250.00	$1,250.00
TWIS connection	Connection to state immunization system	500.00	$500.00
Laboratory Results connection	Connection to outpatient lab results from lab company and hospital	500.00	$500.00
Training: Remote, per hour (recommend 34 hours at $80/hr)	One time fee by Connexion for employee training. (Following recommendations.)	2,720.00	$2,720.00
Training: On-site, per day, plus expenses (recommend 2 days at $750/day)-does not include travel expenses	One time fee by Connexion for employee training. (Following recommendations.)	1,500.00	$1,500.00
Implementation/Installation Fee	One time set up fee for practice management software	1,250.00	$1,250.00
ATT ($50/month- *not sure about this item*)	Monthly cost of internet connection for start up; service to be covered in year 2 by Knox County Schools	600.00	$600.00
6% 1 year contract, 5% 2 year contract	Connexion fee for electronic billing service - value based on last year's numbers at 6% and adjusted for anticipated increased numbers and year 2 @ 5%		$9,780.00
Miscellaneous Total			**$18,100.00**

Summary	
EMR Total	$16,875.00
PMS Total	$23,500.00
Hardware Total	$153,715.00
Equipment List Total	$194,090.00
Miscellaneous Total	$18,100.00
Grand Total	$212,190.00

RLA-2555 **R-11-8-203**

Commission

Meeting Date: 08/22/2011

Requested By: Kevin Wilson, KNOX COUNTY SCHOOLS

Department: KNOX COUNTY SCHOOLS

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 authorizing the acceptance of the FY 2011-2012 No Child Left Behind grant award in the amount of $388,000.00 from the Tennessee Department of Education relative to the 21st Century Community Learning Centers Program for after school programs at Carter Elementary, Carter Middle, Carter High, East Knox Elementary, West Hills Elementary and West Haven Elementary Schools.

(Schools)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

award notification

Grant Information

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF THE FY 2011-2012 NO CHILD LEFT BEHIND GRANT AWARD IN THE AMOUNT OF $388,000.00 FROM THE TENNESSEE DEPARTMENT OF EDUCATION RELATIVE TO THE 21st CENTURY COMMUNITY LEARNING CENTERS PROGRAM FOR AFTER SCHOOL PROGRAMS AT CARTER ELEMENTARY, CARTER MIDDLE, CARTER HIGH, EAST KNOX ELEMENTARY, WEST HILLS ELEMENTARY, AND WEST HAVEN ELEMENTARY SCHOOLS.

RESOLUTION: **R-11-8-203**

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, the Tennessee Department of Education has awarded Knox County Schools the FY 2011-2012 No Child Left Behind Grant relative to the 21st Century Community Learning Centers Program; and

WHEREAS, the 21st Century Community Learning Centers Program helps students meet state and local student standards in core academic subjects, offers students a broad array of enrichment activities that can complement their regular academic and health/physical programs, and offers literacy and other educational services to the families of participating children; and

WHEREAS, this grant award is in the amount of $388,000.00 and will be used for after school programs at Carter Elementary, Carter Middle, Carter High, East Knox Elementary, West Hills Elementary and West Haven Elementary Schools to address the goals and objectives of the 21st Century Community Learning Centers Program; and

WHEREAS, the Knox County Board of Education approved this grant award at their regular meeting held on August 10, 2011.

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

The Knox County Commission hereby authorizes the acceptance of the FY 2011-2012 No Child Left Behind Grant Award in the amount of $388,000.00 from the Tennessee Department of Education relative to the 21st Century Community Learning Centers Program. A copy of the grant award notification is attached hereto.

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
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

July 1, 2011

NO CHILD LEFT BEHIND (NCLB), 2001

GRANT AWARD – FY 2011-12

Title IV, Part B: 21st Century Community Learning Centers Program (CFDA# 84.287C)
(http://www.ed.gov/programs/21stcclc/legislation.html)

School District: Knox County Schools

Award Amount: $ 388,000.00

Grant Period: July 1, 2011 – June 30, 2012

Grant No.: 192-10-3-015

Direct Inquiries to:

Project Coordinator: Laura Nichols
Telephone: 615 – 253 – 6037
E-mail: laura.nichols@tn.gov

Note: All reimbursement forms should be sent directly to the Project Coordinator.

TERMS AND CONDITIONS: This grant award is subject to all applicable statutes, regulations and funding limitations *(See attached "Summary of Federal/State Administrative and Fiscal Regulations).* Significant changes to the approved program plan or any budgeted line item that needs to be changed by more than 15% of the line item total requires prior approval from the Project Coordinator at the Tennessee Department of Education and a Project Amendment form must be filed with the State. The Grantee shall submit a final grant reimbursement request within 45 days of the end of the Grant Contract.

I, THE UNDERSIGNED, CERTIFY that the necessary assurances of compliance with applicable state and federal statutes, rules and regulations will be met.

Signature of Agency Administrator Date

STATE DEPARTMENT APPROVAL

Project Administrator Date

ATTACHMENT A

21st CCLC PROGRAM GRANT BUDGET				
Knox County Schools				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: July 1, 2011			END: June 30, 2012	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	261,730.00	0.00	261,730.00
4, 15	Professional Fee, Grant & Award [2]	8,150.00	0.00	8,150.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	76,400.00	0.00	76,400.00
11, 12	Travel, Conferences & Meetings	27,000.00	0.00	27,000.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2 – student transportation]	1,800.00	0.00	1,800.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	12,920.00	0.00	12,920.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	**388,000.00**	**0.00**	**388,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Registration fees, trainer fees for professional development and program evaluation	8,150.00
TOTAL	8,150.00

OTHER NON-PERSONNEL	AMOUNT
Participant transportation and related fieldtrip expenses	1,800.00
TOTAL	1,800.00

Board Grant Approval Request
21st Century Community Learning Centers Program
(CFDA#84.287C - Title IV, Part B)

Funding in the amount of $388,000 (July 1, 2011 – June 30, 2012) has been *state* approved for after school program sites at Carter Elementary, Carter Middle, Carter High, East Knox Elementary, West Hills Elementary, and West Haven Elementary schools. This is a continuing grant, originally awarded and accepted July 1,2009.

Additionally approved for the 2011-2012 grant are two community partners, the Boys Girls Club of the Tennessee Valley and Emerald Youth Foundation. The Boys Girls Club provide Enrichment and Physical Activities on school site while the Emerald Youth Foundation provides tutoring and mentoring to *classroom teacher selected* students from the Empowerment Zone.

The 21st Century program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic and health/physical education programs; and offers literacy and other educational services to the families of participating children. Activities and tutoring centered on mathematics, reading, language arts and science, but also included arts and music (and physical activity for elementary students).

Teachers are those currently employed by Knox County Schools and grant funds pay for *after contract* hours in the After School program and for professional development as school principal and school level Executive Director approved. Snacks, “take home and keep” books and some student transportation were also funded.

A total of 830 students actively participated in 2010-2011.

Knox County Schools received 5 points of a possible 5 points during the state onsite monitoring audit in 2010.

The program sites are participating in a newly *developing* evaluation program with the University of Tennessee, as guided by the state, however results are not available at this time.

From: Laura Nichols [Laura.Nichols@tn.gov]
Sent: Tuesday, July 05, 2011 11:55 AM
To: CAROLE WILSON
Subject: CCLC Project Continuation and Budget Revision

Carole,

Our staff has completed the review of your 2011 Progress Report for the project and have found adequate evidence to support continuing your program.

Unfortunately, state allocations are being reduced resulting in the need to reduce all grant awards about 3% across the board.

Taking this into consideration, TDOE can issue an award of **$388,000** for FY2012 for this project.

Contracts will have a July 1, 2011 start date.

We look forward to continuing our partnership.

Please contact me should you have questions.

Laura

Laura Ellis Nichols
TN Department of Education
710 James Robertson Parkway, 6th FL
Nashville, Tennessee 37243
P: 615.253.6037
F: 615.532.6638
Laura.Nichols@tn.gov

Agency Name: Knox County Schools – AFTER SCHOOL ACADEMIC and PHYSICAL ACTIVITIES

Contact Person: Carole Wilson		**Title:** Grants Management
Phone Number(s): 865-594-8080 **Cell (optional/official use only)** 865-228-2403	**Fax:** 865-594-1747	**Email:** carole.wilson@knoxschools.org

Mailing Address: P.O. Box 2188, Knoxville, TN 37902

Physical Address for site visit purposes (if different from mailing address):
912 S. Gay Street
Knoxville, TN 37902

Program Level: Check all that apply.

☒ Elementary (K-5) ☒ Middle (6-8) ☒ High (9-12) ☒ Adult Family Members ❑ Other _____

Fall Semester Program Start Date (Serving Students): 8-18-2011

Fall Semester Program End Date: 12-15-2011

Spring Semester Program Start Date: 1-13-2012 **} These are a range of dates of the six sites.**

Spring Semester Program End Date: 6-19-2012

Spring Break Dates: March 19-23, 2012 **Program operates during Spring Break* __X_yes ___no**

***Only 1 site though**

Program Hours:

School Year Program Hours		
	A.M.	**P.M.**
Monday	**7:15 – 8:00**	**3:45 – 5:45**
Tuesday	**7:15 – 8:00**	**3:45 – 5:45**
Wednesday	**7:15 – 8:00**	**3:45 – 5:45**
Thursday	**7:15 – 8:00**	**3:45 – 5:45**
Friday	**Field trips only**	**Field trips only**
Saturday	**NA**	**NA**

Summer (Put dates if known.) 1 site does summer program –June 4 – June 22

Summer Program Hours	
Monday	8:30 – 11:30 AM
Tuesday	8:30 – 11:30 AM
Wednesday	8:30 – 11:30 AM
Thursday	8:30 – 11:30 AM
Friday	8:30 – 11:30 AM
Saturday	**NA**

Sites involved in the project (Please include physical address of each site):

Carter Elementary School

Schools involved in the project:

Carter Elementary School

INTERIM BUDGET REPORT

Grantee: ___Knox County Schools_____

CATEGORY	PLANNED 2011-12 BUDGET
Salaries	**223,320**
Benefits (___16.7/24_%)	**38,410**
Professional Fees	**8,150**
Supplies	**76,400**
Telephone	**0**
Postage/Shipping	**0**
Occupancy	**0**
Equipment Rental	**0**
Printing/Publications	**0**
Travel/Conferences &Meetings	**27,000**
Other Non-Personnel	**1,800**
Capital Purchases	**0**
Insurance	**0**
Indirect Cost (_3.33% for 2012)	**12,920**
TOTALS	**388,000**

Please include a detailed budget narrative for proposed FY 2011-12 expenditures. Carry-over funds are not allowed.

BUDGET REPORT Narrative

Grantee: ___Knox County Schools_____

CATEGORY	PLANNED 2011-12 BUDGET	Budget Narrative
Salaries	**223,320**	Wages for teachers and certified educational assistants in the role of teacher at $25 per hour (all are current KCS employees – this funding is for after contract hours); Program to run 180 days for 3 hours each day; staff will be a combination throughout the week and will not be one teacher for the full three hours each day to prevent teacher burnout;
Benefits (___16.7/7.65%)	**38,410**	Fringe Benefits are at the rate of 16.7% with the exception of a substitute rate and that rate will only be 7.65% for SS taxes. The 16.7% includes SS taxes and required state retirement of 9.05%.
Professional Fees	**8,150**	Fees will pay for teachers to attend professional development conferences/workshop sessions as approved by the school principal, school director and grant coordinator.
Supplies	**76,400**	Teachers are utilizing supplies fees for innovative and creative methodologies of learning but that align with the state academic standards – may include software, curriculum materials, STEM supplies and technology infusion.
Travel/Conferences &Meetings	**27,000**	Will cover the lodging, transportation, per diem and other applicable fees for travel to conferences as allowed by state.
Other Non-Personnel	**1,800**	This provides transportation for field trips and/or home from the afterschool program for our most economically disadvantaged participating schools.
Indirect Cost (_3.33% for 2012)	**12,920**	The state approved rate of 3.33% to cover for indirect grant operating expenses.
TOTALS	**388,000**	Total grant request for 2011-2012 school year – third year grantee.

RLA-2533 **R-11-8-204**

Commission

Meeting Date:	08/22/2011
Requested By:	Michelle Barrett, LIBRARY SYSTEM
Department:	LIBRARY SYSTEM
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 authorizing the acceptance of a grant award in the amount of $12,000.00 from the Jane L. Pettway Foundation for the "Saturday Stories and Songs" program. *(Library)*

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Pettway award letter

Pettway application

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF $12,000.00 FROM THE JANE L. PETTWAY FOUNDATION FOR THE "SATURDAY STORIES AND SONGS" PROGRAM.

RESOLUTION: **R-11-8-204**

REQUESTED BY: **LIBRARY**

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 Public Library has been awarded a grant from the Jane L. Pettway Foundation for the *Saturday Stories and Songs* program; and

WHEREAS, this grant funding is in the amount of $12,000.00 and will be used to support artistic fees for children's performances to be held on Saturdays at seven (7) branch libraries.

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

The Knox County Commission hereby authorizes the acceptance of grant funding in the amount of $12,000.00 from the Jane L. Pettway Foundation in support of the *Saturday Stories and Songs* program, which program is further described in the Library's grant application attached hereto.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents necessary to accept said grant award, 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

THIS DOCUMENT HAS LINEMARK™ LINES IN THE PAPER • HOLD TO LIGHT TO VIEW.

THE TRUST COMPANY

Suite 100
4823 Old Kingston Pike
Knoxville, TN 37919

BankEast
Knoxville, TN 37902

87-157/641

NO. 200995

DATE
06/28/11

AMOUNT
$12,000.00*

Twelve Thousand Dollars & 00/100

WZ3792495C-03-11

Pay to the order of:

Knox County Public Library
500 West Church Avenue
Knoxville TN 37902

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈200995⑈ ⑆064101576⑆ 01 48 221 1⑈

06/28/11 **$12,000.00***

70127004 Jane L. Pettway Foundation

Knox County Public Library
500 West Church Avenue
Knoxville TN 37902

THE TRUST COMPANY

Charitable Distribution 14257782
2011 Distribution from Jane L. Pettway Foundation

THE TRUST COMPANY

July 5, 2011

Ms. Elizabeth Abbott Dake
Knox County Public Library
500 West Church Avenue
Knoxville, TN 37902

Re: Jane L. Pettway Foundation

Dear Ms. Dake:

We are pleased to enclose our check in the sum of $12,000. This check represents the amount the Foundation's Board of Managers has approved for payment to your organization on its Application for Grant.

We ask that you complete, sign and return the enclosed Certification Letter to us for the Foundation's files. A pre-addressed postage paid envelope is also enclosed for your convenience.

Once these funds have been expended for the purpose(s) set forth in your Application, we would appreciate you reporting on same, as required by Article VII of the Grant Information, Policy and Procedure Statement. You may send this report with your grant application next year.

The Board wishes you much success with your program.

Sincerely,

Charles E. Purkey
Vice President and Trust Officer

CEP/tmt

enclosures

THE TRUST COMPANY
4823 OLD KINGSTON PIKE • SUITE 100 • KNOXVILLE, TN 37919
(865) 971-1902 • FAX (865) 971-1020 • WWW.THETRUST.COM

CERTIFICATION LETTER

The Board of Managers
Jane L. Pettway Foundation

Re: 2011 Application for Grant

To Whom It May Concern:

We understand that we have been awarded a grant in the amount of $12,000 by the Jane L. Pettway Foundation.

We certify to you that there has been no material change in the information we furnished to you in our Application for Grant referred to above and that our status as a tax-exempt organization has not been revoked as of this date.

We agree to use this Grant for the purpose(s) set forth in said Application for Grant and to make a timely report to you on how the funds were used and what was accomplished with this Grant.

This 8 day of July, 2011.

By: Elizabeth Abbott Dale

Title: Development Officer

Grant Recipient: Knox County Public Library

APPLICATION FOR GRANT

(Not for use by individuals)

(Please submit an original and 3 copies)

TO:

The Board of Managers
Jane L. Pettway Foundation
c/o The Trust Company Of Knoxville
620 Market Street, Suite 300
Knoxville, TN 37902

FROM:

Knox County Public Library
(Name of Applicant)

500 West Church Avenue
(Street Address)

Knoxville, TN 37902
(City, State and ZIP Code)

Knox County (County)

(865) 215-8713 (Telephone Number)

Part 1. Information about the Applicant
(Note: Items 2 and 3(b) are not applicable to library applicants. Item 3(b) may not be applicable to Episcopal-related applicants.)

1. Is the applicant organized as a nonprofit organization under State laws governing charitable organizations? . . . . . (X) Yes ( ) No
If yes, what State or Commonwealth governs? Tennessee
If no, please explain:

2. Has the applicant received a ruling or determination letter from the Internal Revenue Service about any of the following?
(a) Exempt status . . . . . ( ) Yes ( ) No
(b) Private foundation status. . . . . ( ) Yes ( ) No
(c) Grant-making procedures . . . . . ( ) Yes ( ) No
Attach a photocopy of each item (letter) marked yes.
If any item is marked no, explain:

The applicant's employer ID number is: _____

3. (a) Attach a copy of the applicant's proposed budget for the year in which the grant funds are to be used.
(b) If this grant will be a substantial and material part of the total budget, attach a copy of the latest information return (Form 990 or 990-PF) filed by the applicant with the Internal Revenue Service.
(c) Describe the applicant's purpose and activities in general.

Please see attached narrative for applicant information.

4. Is the applicant controlled by, related to, connected with, or sponsored by another organization?. . . . . (X) Yes ( ) No
If yes, identify the organization (including its purposes and activities) and explain the relationship:

The Knox County Pubic Library is under the auspices of Knox County Government.

Please see attached narrative for Knox County Government purposes and activities.

5. List the name, address and title of each member of the applicant's governing board:

Under the auspices of Knox County Government, Knox County Public Library's governing board is comprised of Knox County Commissioners. Please see attached narrative for complete list.

(Name) (Title or Office)

(Street Address) (City, State, and ZIP Code)

(Name) (Title or Office)

(Street Address) (City, State, and ZIP Code)

(Name) (Title or Office)

(Street Address) (City, State, and ZIP Code)

(If more space is needed, attach a separate list.)

6. Has the applicant (or any organization listed in 4. above) ever applied for or received a grant from this foundation?. . . . . (x) Yes ( ) No
If yes, give details:

Knox County Public Library has been the recipient of a number of Jane L. Pettway grants for such programs as the McClung Digital Collection and Spanish Language Computer Classes. Media High has received three Pettway grants in the past.

Part II. Use of the Proposed Grant

7. Show the amount requested and explain in detail how it will be used. State whether the grant is to be earmarked for the use or benefit of any one person, group, or class of people. If so, for whom?

Please see attached project and budget narrative.

8. Person to contact if additional information is required by the Foundation:

Elizabeth Abbott Dake (Name)

Development Officer (Title)

500 West Church Avenue (Street Address)

Knoxville, TN 37902 (City, State, and ZIP Code)

(865)215-8713, eabbottdake@knoxlib.org (Telephone Number and E-mail Address)

Person who would administer the grant/program if approved:

Fredda Williams (Name)

Children's Services Committee, Director (Title)

(865)573-8240, fwilliams@knoxlib.org (Telephone Number and E-mail Address)

Describe his/her experience:

Fredda Williams has 20 years of experience in planning and presenting library programs for children. Ms. Williams has a BS in Education and an MS in Library & Information Science from the University of Tennessee.

Address where the funds, if granted, should be sent:

Attn: Elizabeth Abbott Dake (Name)

500 West Church Avenue (Street Address)

Knoxville, TN 37902 (City, State, and ZIP Code)

Knox County Public Library
Saturday Stories and Songs

3. C) Activities and Purpose

Knox County Government and Knox County Public Library
Knox County Government serves 430,000 plus citizens living throughout 508 square miles of Knox County, Tennessee. Knox County Public Library (KCPL), a department of Knox County Government, strives to open doors to knowledge in its myriad forms, whether it is providing access to nearly 1 million books and over 60,000 audiovisual materials, or facilitating over 3,000 additional programs that support literacy, the sciences, and the arts.

With over 19 locations that span rural, urban, and suburban environments, KCPL is one of the few organizations in Knox County that can easily reach all citizens in their home communities (see Figure 1). All core services, from placing materials on hold to checking out DVDs, are available to Library cardholders free of charge. Additionally, all items in KCPL's catalog can be delivered to any Library user at their home location within two days of the original request; a citizen living in the rural Smoky Mountains has the same access to materials as a citizen living in downtown Knoxville. Most libraries feature free wireless internet and have PCs for in-house information gathering.

Aside from offering essential services such as book circulation and internet accessibility, KCPL facilitates a variety of outreach programs including the Children's Festival of Reading, Spanish-language computer classes, Knox County's Imagination Library, Movies on Market Square, Brown Bag Green Book, the Big Read and other special projects like the National Endowment for the Humanities sponsored exhibition on Abraham Lincoln and the Constitution.

Figure 1, Map of Knox County Libraries

5. Governing Board

2011 Knox County Commissioners

Sam McKenzie
District 1
521 Pinnacle Drive
Knoxville, TN 37814
865-241-8054
Term Began: September 1, 2010
Term Ends: August 31, 2014

Amy Broyles
District 2
316 East Scott Ave
Knoxville, TN 37917
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

Tony Norman
District 3
3520 Peachwood Road
Knoxville, TN 37921
865-594-4477
Term Began: September 1, 2010
Term Ends: August 31, 2014

Jeff Ownby
District 4
7113 Rockingham Drive
Knoxville, TN 37909
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

Richard Briggs
District 5
2235 Breakwater Drive
Knoxville, TN 37922
865-632-5900
Term Began: September 1, 2010
Term Ends: August 31, 2014

Brad Anders
Vice-Chair
District 6
3428 Hackworth Drive
Knoxville, TN 37931
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

R. Larry Smith
District 7
7119 Afton Drive
Knoxville, TN 37918
865-922-5433
Term Began: September 1, 2010
Term Ends: August 31, 2014

Dave Wright
District 8
6930 Boruff Road
Corryton, TN 37721
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

Michael (Mike) Brown
Chair
District 9
7320 Twin Creek Road
Knoxville, TN 37920
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

Mike Hammond
District 10
633 Fernwood Road
Knoxville, TN 37923
865-212-4516
Term Began: September 1, 2010
Term Ends: August 31, 2014

Ed Shouse
District 11
1301 Wilshire Road
Knoxville, TN 37919
865-215-2534
Term Began: September 1, 2010
Term Ends: August 31, 2014

Knox County Public Library
Saturday Stories and Songs

7. Amount requested and how it will be used

Working Families

Knox County Public Library (KCPL) continually strives to meet the needs of the Knox County community. As a public institution, it is essential that KCPL is able to provide excellent service to all demographic groups in Knox County. While KCPL opens doors to knowledge for all citizens regardless of ethnicity, religion, geography, or disability, KCPL has identified one group that need further attention: working families.

According to statistics from the 2000 census, over 12,000 households in Knox County are comprised of a single parent who supports his or her child/ren. Additionally, the 2008 American Community Survey shows that both parents work in 50% of married couple households in the Knoxville area. However, of nearly 40 storytimes that occur at KCPL during any given week, only 2 are dedicated to regularly serving families outside of normal working hours. Due to constraints that are outside of KCPL's control, most Library locations do not maintain sufficient staff to adequately prepare and administer additional programs on nights and weekends. The need for additional children's programming for working families can be met by hiring storytellers and musicians to conduct performances on Saturdays.

Request

KCPL requests $12,000 to support artistic fees for children's performances to be held on Saturdays, when working parents are able to access this considerable service.

Program Goal

The goal of presenting Saturday children's performances is to increase access to free arts and literacy programming for working families.

Program Description

Beginning in October of 2011 and continuing through February of 2012, *Saturday Stories and Songs* will take place at seven branch libraries: Howard Pinkston Branch Library, serving rural south Knox County; Burlington Branch Library, serving those that live within the empowerment district; Carter Branch Library, serving rural east Knox County; Halls and Powell Branch Libraries, serving suburban north and north west Knox County; and Cedar Bluff and Farragut Branch Libraries, serving those in west Knoxville and the town of Farragut.

Performances will take place on Saturday mornings, and last for one hour each. Each of the seven *Saturday Stories and Songs* locations will host two performances every month, except in December (see Figure 2).

KCPL's Children's Services Committee will select artists comprised primarily of local talent. Possible storytellers and musicians will be evaluated on quality, popularity, and availability. Additionally, KCPL strives to employ Gardner's theory of multiple intelligences in all programs for children; by using methodologies that appeal to all types of intelligences, including kinesthetic, musical, spatial, linguistic, and interpersonal, all children can better connect with the material presented. Preference will be given to artists that utilize the multiple intelligences framework. As an example intended to showcase the level of professionalism and artistry

expected of selected storytellers and musicians, the following artists performed at *Saturday Stories and Songs* in the winter 2011 pilot program:

Millie Sieber: Millie spins Tennessee tales and stories from around the globe. She is a board member of the Tennessee Association for the Preservation and Perpetuation of Storytelling, and a member of the National Storytelling Network and the Smoky Mountain Storytellers Association.

Sean McCullough—Sean takes his audience on a musical journey from Appalachia's past, around the world, and back to Tennessee's present. His music features multiple languages and encourages audience participation.

Faye Wooden—Faye, who is of Cherokee descent, tells timeless tales powered by the imagination. She has a MA in Story Arts from East Tennessee State University, and currently teaches storytelling classes for the University of Tennessee and Campbell Folk School in North Carolina.

Dianne Hackworth – Dianne learned many of her Appalachian style stories from her parents and grandparents while growing up in Tennessee. Later on, she honed her skills with a MS in storytelling and has served as a board member of the NC Storytelling Guild, Tennessee Storytelling Association, and on the Tennessee Arts Commission Grant Panel.

Figure 2, Proposed Schedule of *Saturday Stories and Songs* Performances

Date of Performance	Howard Pinkston	Burlington	Carter	Halls	Powell	Cedar Bluff	Farragut	*Total per week*
October 1	X		X	X		X		4
October 8		X			X		X	3
October 15	X		X	X		X		4
October 22		X			X		X	3
November 5	X		X	X		X		4
November 12		X			X		X	3
November 19	X		X	X		X		4
December 3	X	X	X	X	X	X	X	7
January 7	X		X	X		X		4
January 14		X			X		X	3
January 21	X		X	X		X		4
January 28		X			X		X	3
February 4	X		X	X		X		4
February 11		X			X		X	3
February 18	X		X	X		X		4
February 25		X			X		X	3
Total per Location	9	8	9	9	8	9	8	**60 total**

Knox County Public Library
Saturday Stories and Songs

Marketing

Information about *Saturday Stories and Songs* will be distributed through a wide variety of mediums. Through the efforts of KCPL's Imagination Library Coordinator, valuable relationships have been developed with area pre-schools and childcare facilities. KCPL will target working parents by distributing information about *Saturday Stories and Songs* through these childcare providers and elementary schools. Additionally, information about the performances will be printed on KCPL flyers, posters, *Off the Shelf* (KCPL monthly calendar publication), and system-wide reading lists. KCPL will promote the performances through KCPL's facebook page, website, and e-newsletter. Also, KCPL has established dedicated media partners who are committed to strengthening the exchange of information within the community--proposed media sponsors include B97.5 FM, WBIR-TV, Knoxmoms.com, and Comcast Cable.

Program Assessment

In addition to collecting program attendance, both qualitative and quantitative information will be collected from those families that attend Saturday storytimes through surveys. Data collected at each storytime will include: demographics; perceived quality of performances; and perceived value of accessibility to programs outside of normal working hours. Open-ended questions that address how to better improve programming and how to further develop relationships with working parents will also be included. As data is collected and analyzed, systematic changes to the program will occur.

Program Budget

Sixty performances are planned to take place from October 2011 through February 2012. Each performance costs $200 in artistic fees, paid directly to the performer.

Figure 3, Budget for *Saturday Stories and Songs*

Income			
Source			*Amount*
Jane L. Pettway Foundation			$12,000
			$12,000
Expenses			
Proposed Number of Performances	*Proposed Location*	*Proposed Cost per Performance*	*Total Cost Per Proposed Location*
9	Howard Pinkston	$200	$1,800
9	Cedar Bluff	$200	$1,800
9	Carter	$200	$1,800
9	Halls	$200	$1,800
8	Powell	$200	$1,600
8	Burlington	$200	$1,600
8	Farragut	$200	$1,600
60	7 Locations	$200 per performance	**$12,000**

RLA-2535 **R-11-8-401**

Commission

Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 contracts with Rogers Group, Inc. and Duracap Asphalt Paving Company Inc. for hot mix asphalt pick up.

(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Rogers Group contract

Duracap contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING CONTRACTS WITH ROGERS GROUP, INC. AND DURACAP ASPHALT PAVING COMPANY INC. FOR HOT MIX ASPHALT PICKUP.

RESOLUTION: **R-11-8-401**

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, Knox County, by and through its Engineering and Public Works Department, desires to contract for hot mix asphalt pickup; and

WHEREAS, the proposed contract enables the Knox County Engineering and Public Works Department to effectively maintain the public roads under its responsibility; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has been determined that Rogers Group, Inc. and Duracap Asphalt Paving Company Inc. have submitted the most responsive bids for this service.

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

The contracts with Rogers Group, Inc. and Duracap Asphalt Paving Company Inc. for hot mix asphalt pickup 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 Rogers Group, Inc. and Duracap Asphalt Paving Company Inc. for hot mix asphalt pickup 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

Rogers Group, Inc.

This Contract, made and entered into this _____day of _____ 2011 between Knox County Government, hereinafter referred to as "County" and Rogers Group, Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Pickup for Knox County Government (Invitation for Bid #1193) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Vendor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2011 and ends the 31st day of August 2012 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Upon mutual consent of both Knox County and the awarded Contractor this term bid agreement may be renewed for additional four years, one year at a time, for a total of five years.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bid #1193 for Hot Mix Pickup per the Contractor's response to Invitation for Bid #1193, pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the Knox County.

The Contractor agrees to extend any price decreases to the County that may arise from changes to this services.

3. Invoicing and reporting requirements. Contractor shall invoice the Knox County Highway and Bridge Maintenance:

Knox County Engineering
Attn: Lynn Kidd
205 W. Baxter Ave
Knoxville, TN 37917

4. Termination. Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than sixty (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 ninety (90) days 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 the Hot Mix Pickup 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 Hot Mix Pickup 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 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 have no duty to indemnify the Contractor.

15. Delivery. Contractor shall render the Hot Mix Pickup for the Knox County in accordance with Invitation for Bid#1193. The County reserves the right to negotiate the dates and frequency of the advertisements as needed to provide the Best Value for the County.

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. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid#1193
B. Contractor's Response to Invitation for Bid#1193

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 Government

by: _____
Tim Burchett
Knox County Mayor

Rogers Group, Inc.

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

The Purchasing Division of Knox County Tennessee will receive sealed bids for the provision of **Hot Mix Pickup** as specified herein. Bids must be received by **2:00 p.m.** on **July 13, 2011**. Late bids will be neither considered nor returned.

Please Deliver Bids to:

Bid Number 1193
Knox County Purchasing Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917

The Bid Envelope must show the Bid Number, Name and Opening date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Tony Parker, CPPB, Energy Management and Construction Specialist at 865-215-5753. Questions may be faxed to 865-215-5778 or emailed to tony.parker@knoxcounty.org. Information about the Knox County Purchasing Division may be obtained on the Internet at www.knoxcounty.org/purchasing.

1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) calendar 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). Bidders shall familiarize themselves with all conditions of this bid and make their own determination as to their company's ability to perform the services requested.

1.4 **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 a location basis, zone or an "all or none" basis whichever is in the best interest of the County. Knox County reserves the right to not make an award. The award criteria are listed in section 3.10.

1.5 **BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. Knox County shall not be responsible for lost or misdirected mail. Knox County shall also not be responsible for bids delivered to other addresses other than that listed at the top of this page. Additionally, Knox County shall not be responsible for late delivery from commercial carriers even if proof of pickup is sufficient for delivery by the bid opening time. The time clock located in the Purchasing division shall be the official time of record.

1.6 **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.

1.7 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) 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.

1.8 **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:

Robert Minter, Supplier Diversity Coordinator
Knox County Purchasing Division
Telephone: 865.215.5756 Fax: 865.215.5778
E-Mail: robert.minter@knoxcounty.org

1.9 **DUPLICATE COPIES:** Knox County **requires** that bids being submitted by hand be submitted with one (1) marked original and two (2) exact copies. If bidding electronically, no additional copies are required.

1.10 **ELECTRONICALLY SUBMITTED RESPONSE:** Knox County's Purchasing Division will accept electronically transmitted bids through the County's On-Line Purchasing System. Facsimile submission is strictly prohibited.

1.11 **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/purchasing, 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 Purchasing Division Representative listed in subsection 1.1 of this document.

1.12 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County Government as additional insured.

1.13 **MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.

1.14 **NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty days is required to process invoices for payment.

1.16 **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.

1.17 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids be sent electronically. Bids being submitted on paper shall:

1.17.1 Be submitted on recycled paper
1.17.2 Not include pages of unnecessary advertising
1.17.3 Be made on both sides of each sheet of paper

1.18 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Purchasing 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 Purchasing Division no less than five (5) business days prior to the time set for bid opening. These requirements also apply to specifications that are ambiguous.

1.19 **SIGNING OF BIDS:** When submitting your bid, **other than electronically**, in order to be considered, all bids must be signed. Please sign the original in blue ink. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the county's request for goods, services and the vendor's subsequent response.

1.20 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.21 **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 2000et 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.

1.22 **USE OF BID FORMS:** Vendors are to complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.

1.23 **VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS*** must be registered with the Purchasing Division. A vendor application may be submitted online at www.knoxcounty.org/purchasing. Select the Vendor Registration link and complete the forms. Vendors must be registered with the Purchasing Division **prior** to submitting their bid.

1.24 **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 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 preformed 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 waste hauling services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits. All licensing information must be submitted with the bid.

2.7 **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.

2.8 **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.

2.9 **INCORPORATION**: All specifications, drawings, technical information, Invitation to 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.

2.10 **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.

2.11 **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.

2.12 **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.

2.13 **NONDISCRIMINATION 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, which 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.

2.14 **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 to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

2.15 **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 attorneys fees.

2.16 **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.

2.17 **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.

2.18 **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.

2.19 **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.

2.20 **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 solicitation is to obtain a qualified firm(s) to furnish hot mix materials for the Knox County Engineering and Public Works Department on an as needed basis at an economical price. Knox County intends to make a Best Value award. Best Value means more than low bid. It includes the initial cost, product quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute an acceptance of goods or services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of each Contractor and Knox County, the awards may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is the sole discretion of Knox County. 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 unacceptable services arises with the vendor(s).

3.4 **BID EVALUATION:** In evaluating the bids, Knox County reserve 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.

3.5 **CHANGES AFTER AWARD:** It is possible after award; Knox County may 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 Contractor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the Contractor if: they will lower the cost to Knox County and/or provide improved service.

3.6 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.7 **CONTRACT EXECUTION:** The award of this bid will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Contractor(s) may be required to be present at the full Commission Meeting to answer questions relating to the service(s) performed. Adequate notification will be given by Knox County Purchasing Division if the Contractor will need to attend this meeting(s). There shall be no cost to Knox County for attendance at this meeting. The Knox County Purchasing Division will draft the Contract. The Knox County Purchasing Division **will not** accept any Vendor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.8 **DEADLINE TO SUBMIT QUESTIONS:** Bidders are to submit questions in written format to Tony Parker, CPPB, no later than **July 5, 2011 by 4:00 pm local time**. Questions must be faxed to 865.215.5778 or emailed to tony.parker@knoxcounty.org.

3.9 **DRUG-FREE WORKPLACE:** If the Contractor has five or more employees receiving pay, the Contractor shall have a drug-free workplace program that complies with, Title 50, Chapter 9 of the Tennessee Code Annotated, and shall provide the Affidavit (attached) required by Public Acts 2000, Chapter 918.

3.10 **EVALUATION CRITERIA:**

Price	**80 Points**
Product Availability	**20 Points**

3.11 **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.

3.12 **NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any vendor with any Knox County representative, other than the Purchasing Division representative listed herein concerning this solicitation, **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the vendor from this procurement transaction.

3.13 **OPEN BIDDING INTENDED:** It is the intent and purpose of Knox County that this Invitation for Bid promotes competition. It shall be the bidder's responsibility to advise the Purchasing Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Invitation for Bid. Such notification must be submitted in writing and must be received by the Purchasing Division no later than five (5) business days prior to the bid opening date.

3.14 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Bidders are cautioned that all documents submitted on behalf of this Invitation for Bid will be open to the public for viewing and inspection. Knox County will comply with all legitimate requests.

3.15 **PRICING:** Vendor(s) must quote a firm fixed price for the next twelve (12) months. At renewal time, the Contractor may request a price increase. Proof of price increases must be supplied to the Knox County Purchasing Division. Knox County reserves the right to accept or reject the requested price increase. If the price increase is rejected, the Contractor may:

- Continue with existing prices
- Submit a revised request for price increase
- Not accept the renewal offer

Any price increases shall not exceed the Consumer Price Index (CPI) for All Urban Consumers. Contractor(s) must submit proof of price increase with price increase request.

3.16 **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.

SECTION IV SPECIFICATIONS

4.1 **PRODUCT AVAILABILITY:** Hot Mix products must be made available to Knox County Engineering and Public Works on an "as needed" basis. Knox County trucks shall be loaded with hot mix as they arrive in line with other tucks. Knox County shall not be placed on hold by the vendor(s) as other trucks are loaded that arrived after Knox County.

4.2 **FORCE MAJEURE:** The successful contractor(s) will not be held responsible for acts beyond the control of the party to which a contract is awarded. Drastic fluctuations in fuel prices will be addressed as needed. Knox County recognizes that national and/or international occurrences, unforeseen and beyond control of vendor, may impact distribution costs. The prices offered as a result of this bid is to be based upon known and calculated expenses; therefore should unexpected occurrences (i.e. natural disasters, drought, war, etc.) happen as stated above, the vendor may request relief for the duration of said occurrence.

4.3 **T.D.O.T REGULATIONS:** All mix must meet the Tennessee Department of Transportation, Bureau of Highways, Standards specifications for road and bridge construction as outlined in the various section of 307 and various section of 411 specifications dated April 1, 2006.

4.4 **WEIGHT:** All trucks will be subject to be weighed on the vendor(s) scales and must be certified and calibrated for accuracy. Knox County reserves the right to request such certification at any time during this Contract.

4.5 **MIXING PLANT SPECIFICATIONS:** The mixing plant shall be a standard asphalt plant so designed, constructed, equipped and operated that the processing of the materials result in a uniform and satisfactory product meeting the requirements of the specification and produced at an uninterrupted rate that will meet the needs of the work. The mixer shall be of the pugmill type.

4.6 **PRICE ADJUSTMENTS:** TDOT Special Provision 109B, regarding price adjustments for bituminous material will be used for progress payments under this contract. The Basic Bituminous Material Index" for this Contract will be (June) $596.36 per ton.

4.7 **RECYCLED MATERIALS:** Recycled materials are excluded from this solicitation. Contractor(s) shall furnish a mixture of all new materials.

4.8 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

SECTION V VENDOR INFORMATION AND PRICING

5.1 Vendor Name _____

5.2 Knox County Vendor Number _____

5.3 Vendor Address _____

5.4 City _____ **State** _____ **Zip** _____

5.5 Telephone Number _____ **Fax Number** _____

5.6 Contact Person _____

5.7 E-Mail Address _____

5.8 Authorizing Signature _____
(Original must be signed in BLUE ink)

5.9 Vendor's Knox County Business License Number _____
(If Applicable) ***Attach A Copy Of The License.***

5.10 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

5.11 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:

_____

_____

5.12 Did you include Insurance Certificate per Attachment A? YES NO

5.13 Did you include Drug free Affidavit per Attachment B? YES NO

	Asphalt Mix	Plant locations	Price/Ton
5.14	B	Candoro Avenue, Watt Road	$ _____
5.15	B	Cinder Lane, Everett Road	$ _____
5.16	B	Raccoon Valley Road or Other	$ _____
5.17	B	John Sevier, Asbury Road or Other	$ _____
5.18	C	Candoro Avenue, Watt Road	$ _____
5.19	C	Cinder Lane, Everett Road	$ _____
5.20	C	Raccoon Valley Road or Other	$ _____
5.21	C	John Sevier, Asbury Road or Other	$ _____
5.22	D	Candoro Avenue, Watt Road	$ _____
5.23	D	Cinder Lane, Everett Road	$ _____
5.24	D	Raccoon Valley Road or Other	$ _____

5.25	**D**	**John Sevier, Asbury Road or Other**	**$ _____**
5.26	**E**	**Candoro Avenue, Watt Road**	**$ _____**
5.27	**E**	**Cinder Lane, Everett Road**	**$ _____**
5.28	**E**	**Raccoon Valley Road or Other**	**$ _____**
5.29	**E**	**John Sevier, Asbury Road or Other**	**$ _____**

ATTACHMENT A
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
BID XXXX

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE'S & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

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	
YES	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** _____

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDERS NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT B
AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 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: _____

SECTION V VENDOR INFORMATION AND PRICING

5.1 Vendor Name ROGERS GROUP, INC

5.2 Knox County Vendor Number 44360

5.3 Vendor Address 601 MARYVILLE PIKE

5.4 City KNOXVILLE State TN Zip 37920

5.5 Telephone Number 865-579-2000 Fax Number 865-579-2004

5.6 Contact Person DANNY WADE

5.7 E-Mail Address danny.wade@rogersgroupinc.com

5.8 Authorizing Signature Mark Stephens
(Original must be signed in BLUE ink)

5.9 Vendor's Knox County Business License Number 0228902
(If Applicable) *Attach A Copy Of The License.*

5.10 I Acknowledge the Receipt Of: (Please Write "Yes" If You Received One)

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

5.11 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:

_____

_____

5.12 Did you include Insurance Certificate per Attachment A? (YES) NO

5.13 Did you include Drug free Affidavit per Attachment B? (YES) NO

	Asphalt Mix	Plant locations	Price/Ton
5.14	B	Candoro Avenue, ~~Watt Road~~ OAK RIDGE	$ 64.94
5.15	B	Cinder Lane, Everett Road	$ N/A
5.16	B	Raccoon Valley Road or Other	$ N/A
5.17	B	John Sevier, Asbury Road or Other	$ N/A
5.18	C	Candoro Avenue, ~~Watt Road~~ OAK RIDGE	$ 64.76
5.19	C	Cinder Lane, Everett Road	$ N/A
5.20	C	Raccoon Valley Road or Other	$ N/A
5.21	C	John Sevier, Asbury Road or Other	$ N/A
5.22	D	Candoro Avenue, ~~Watt Road~~ OAK RIDGE	$ 77.84
5.23	D	Cinder Lane, Everett Road	$ N/A
5.24	D	Raccoon Valley Road or Other	$ N/A

5.25	D	John Sevier, Asbury Road or Other	$ N/A
5.26	E	Candoro Avenue, ~~Watt Road~~ OAK RIDGE	$ 69E4
5.27	E	Cinder Lane, Everett Road	$ N/A
5.28	E	Raccoon Valley Road or Other	$ N/A
5.29	E	John Sevier, Asbury Road or Other	$ N/A

ATTACHMENT A
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
BID 1193

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE'S & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

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-NO	6.	INDEPENDENT CONTRACTOR – WILL COVER	$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	
YES	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 _____

10

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: Willis Insurance Services AUTHORIZING SIGNATURE:

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDERS NAME: Rogers Group Inc AUTHORIZING SIGNATURE:

ATTACHMENT B
AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by contractor with 5 or more employees)

I, MARK STEPHENS, president or other principal Officer of

ROGERS GROUP, 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.

Mark Stephens
President or Principal Officer

For: ROGERS GROUP, INC
Name of Company

STATE OF TENNESSEE {COUNTY OF KNOX }

Subscribed and sworn before me by MARK STEPHENS,

President or principal officer of ROGERS GROUP, INC,

On this 13TH day of JULY, 2011.

Cathy C. Lyons
Notary Public

My Commission expires: 03.03.13

NEW

FOSTER D ARNETT JR
KNOX COUNTY CLERK

PO BOX 1566
300 MAIN AVE. ROOM 226
KNOXVILLE, TN 37901

LICENSE
0228902

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

30956 ROGERS GROUP INC
PO BOX 25250
NASHVILLE TN 37202-0000

Location

ROGERS GROUP INC
HWY 99 @ RT 431
CHAPEL HILL, TN 37074

LOCAL ACCOUNT NUMBER 30956
STATE ACCOUNT NUMBER 170214281
TRANSACTION NUMBER
CLASS 04
SALES TAX NUMBER

ISSUE DATE 12/06/10
TAX PERIOD 10/01/2009 - 09/30/2010
EXPIRATION DATE 9/30/2011

Melissa R Webb
DEPUTY CLERK SIGNATURE MRW wk21 Drawer:99 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
0228902

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

MRW wk21 Drawer: 99 Site: 1
Work Date:

Knox County Government

and

Duracap Asphalt Paving Company Inc.

This Contract, made and entered into this _____day of _____ 2011 between Knox County Government, hereinafter referred to as "County" and Duracap Asphalt Paving Company Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Hot Mix Pickup for Knox County Government (Invitation for Bid #1193) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Vendor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of September 2011 and ends the 31st day of August 2012 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Upon mutual consent of both Knox County and the awarded Contractor this term bid agreement may be renewed for additional four years, one year at a time, for a total of five years.

2. **Payment.** County shall pay Contractor the amount as agreed upon in County's Invitation for Bid #1193 for Hot Mix Pickup per the Contractor's response to Invitation for Bid #1193, pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the Knox County.

The Contractor agrees to extend any price decreases to the County that may arise from changes to this services.

3. **Invoicing and reporting requirements.** Contractor shall invoice the Knox County Sold Waste Department:

Knox County Engineering
Attn: Lynn Kidd
205 W. Baxter Ave
Knoxville, TN 37917

4. **Termination.** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than sixty (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 ninety (90) days 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 the Hot Mix Pickup 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 Hot Mix Pickup 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, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Delivery. Contractor shall render the Hot Mix Pickup for the Knox County in accordance with Invitation for Bid#1193. The County reserves the right to negotiate the dates and frequency of the advertisements as needed to provide the Best Value for the County.

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. **Contractor** shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid#1193
B. Contractor's Response to Invitation for Bid#1193

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 Government

by: _____
Tim Burchett
Knox County Mayor

Duracap Asphalt Paving Company Inc.

by: _____

Name: _____

Title: _____

Contract #: 11-398
Approved as to Legal Form:

_____
Knox County Law Director's Office
JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR

_____**Date**

RLA-2547 **R-11-8-402**

Commission

Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 construction contract in the amount of $3,073,604.04 with APAC-Atlantic, Inc. for the Outlet Drive Extension Project.

(Engineering and Public Works)

Work Session Recommendation: **Approve** **10-1-0-0**

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $3,073,604.04 WITH APAC – ATLANTIC, INC. FOR THE OUTLET DRIVE EXTENSION PROJECT.

RESOLUTION: **R-11-8-402**

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, Knox County is prepared to begin construction of the Outlet Drive Extension Project (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to contract for construction services related to the Project, which services include, but are not limited to, the following: clearing and grubbing, roadway grading, base, drainage, paving, signs, signalization, pavement markings, Knoxville Utilities Board (KUB) gas and First Utility District of Knox County (FUD) water/sewer utility construction; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has determined that APAC – Atlantic, Inc. has submitted the most responsive bid in the amount of Three Million Seventy Three Thousand Six Hundred Four Dollars and Four Cents ($3,073,604.04); and

WHEREAS, approximately $825,000.00 of the aforesaid total contract amount will be reimbursed to Knox County by KUB and FUD for water, sewer and gas relocations; and

WHEREAS, APAC – Atlantic, Inc. has the necessary qualifications and experience to perform these construction services.

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

The construction contract with APAC – Atlantic, Inc. for the Outlet Drive Extension Project 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 construction contract with APAC – Atlantic, Inc. for the Outlet Drive Extension Project 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

SECTION 00500: CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

THIS CONTRACT, made this _____ day of _____2011 at Knox County, State of Tennessee by and between Knox County, Party of the First Part, hereinafter called the "Owner" and APAC – Atlantic, Inc., hereinafter called the "Contractor".

WITNESSETH
In consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1. Statement of Work: Outlet Drive Extension (Knox County Bid Number 1221). The project shall include, but not necessarily be limited to the following: clearing and grubbing, roadway grading, base, drainage, paving, signs, signalization, pavement markings, KUB gas and FUD water/sewer utility construction.

2. Completion of Work: The Contractor shall commence work on the date to be specified in a written "Notice of Proceed" by the Owner and shall complete the project within the conditions as set forth in Special Provisions Section #SP1, unless the period for completion is extended as hereinafter provided.

3. Contract Sum: The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein Three Million Seventy Three Thousand Six Hundred Four Dollars and Four cents ($ 3,073,604.04) as the contract bid in conformity with the bid schedules in Section 00300.

4. Payment: Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with this contract as set forth in Special Provisions-Section #SP0

5. Intent of Plans and Specifications: The Contractor will keep on the project a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.

6. Extra Work and Charges: Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the

work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parities indicated. In order to bind the County, if the change order is less than $100,000.00 the change order must be signed by the County Mayor. If, however, the change order is for an amount of $100,000.00 or more, the change order must be signed by the County Mayor and approved by County Commission. If the aggregate of the change orders to date total $99,999.99 then the next change order, regardless of amount, must be approved by the County Mayor and County Commission. Before becoming effective, all Change Orders must be signed by all parities indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum.
(b) By unit prices named in the contract or subsequently agreed upon.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefor.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted form the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

7. Claims for Extra Cost: If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.

8. Performance and/or Payment Bond: The Contractor shall within thirty (30) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and/or payment bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this

contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies; notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.

9. License and Permits: The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations Federal, State, or local which may be applicable to the operations to be conducted hereunder.

10. Other Work: Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the interest involved of the parties shall be secured to protect the rights of the owner and to complete each work portion in general harmony.

11. Responsibility of the Engineer: The term "Engineer", wherever used in this Contract, shall be the person, firm, corporation, or representative of the Owner as its engineering representative during the course of construction. The Owner shall advise the Contractor in writing of the name and address of the Engineer. Notices of any change in the Engineer shall be given in writing by the Owner to the Contractor. The Engineer shall have full authority to interpret the plans and specifications and shall determine the amount, quality and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the specifications, all workmanship, equipment, and materials incorporated in the work are to be the best grade of their respective kinds for the purpose.

It shall be the duty of the Engineer to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications. If a variation from any requirement is allowed, the Engineer shall grant the same in writing with the reasons for his action outlined, and such action will not violate or change the contract in any other manner.

12. Waiver: It is expressly understood and agreed that any waiver granted by the Engineer of the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the Engineer shall be made in writing and signed by all parties under this contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have again the Contractor or surety under this contract or otherwise.

13. Superintendence: The Prime Contractor shall assign and provide a superintendent, who will be identified by name to the Owner. He will provide constant on-site supervision during any and all construction under the contract whether by the prime or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry all instructions given by the Engineer or Owner.

14. Labor Provisions: The Contractor and his subcontractors shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

No person under the age of sixteen years shall be employed.

The work shall at all times be prosecuted under safe working conditions, and in a safe and workmanlike manner and the conditions of work shall be subject to inspection and correction by the Engineer or safety inspectors of the Owner.

15. Liability Insurance: The Contractor shall procure and maintain, at his own expense, during the life of the contract liability insurance as necessary to indemnify the Owner and his agents. All such insurance shall be subject to the approval of the owner for adequacy of protection, and shall contain a provision preventing cancellation without ten days prior written notice to the owner. The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations were performed by himself or by any other subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in performance of the work shall cover all blasting operation. Certificates evidencing the issuance of such insurance shall be filled with the owner prior to the commencement of any operations under this contract.

16. Workmen's Compensation Insurance: The Contractor shall procure and maintain, at his own expense during the life of this contract in accordance with the provisions of the laws of the State of Tennessee, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract at the site of the project is not protected under Workmen's Compensation Insurance, the Contractor shall

provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this Contract.

17. Payment for Work Completed: See Special Provision regarding Payments to contractor, Section # SP0.

18. Payments Withheld: The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:

    (a) Defective work not remedied.
    (b) Claims filed or reasonable evidence indicating probable filing or claims.
    (c) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
    (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
    (e) Damage to another Contractor.
    (f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.

    When the above grounds are removed, payment shall be made for amounts withheld because of them.

19. Assignment and Transfer of Contract: The Contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.

20. Indemnity: The Contractor shall indemnify and hold harmless the Owner, the Owner's agent and employees from and against all losses and all claims, demands, payments, suits, or action recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents or employees in the execution of the work or in guarding the same.

21. Subcontractors: The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this contract affecting subcontractors.

22. Protection of work and property: The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents on the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this contract. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor without special instruction or authorization from the Engineer or Owner is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Engineer or Owner.

Additionally, in order to further protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the contract.

The Contractor shall also protect property as required by law.

23. Land of Owner, Use of, by Contractor: The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.

24. Liens: If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.

25. Construction Staking: The Contractor will provide the necessary construction staking for the fulfillment of this contract. If re-staking of reference stakes provided by the Owner/Engineer is required due to negligence of the Contractor or his subcontractors, the cost of re-staking will be borne by the Contractor.

26. Preservation of Stakes: The Contractor and his subcontractors shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will absorb the charge of the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

27. Inspection: The Contractor shall do all work to the approval of the inspector. The inspector's daily log and weekly project progress video will constitute the construction record for the project. The Engineer and the Owner shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for

ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to their inspection and approval.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the Engineer and the Owner before acceptance. The Engineer and Owner shall be provided copies of all testing performed for the project.

No work shall be done at night without the previous approval of the Engineer.

28. Minimize Siltation: The Contractor, at his own expense, will be required to minimize siltation and bank erosion during construction and to restore disturbed areas to present or better conditions.

29. Defective Work or Material: The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

30. Other Contracts: The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

31. Owner's Right To Take Over the Work: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy, exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

(a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, where

upon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner thought the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses and damages shall be certified by the Engineer.

(b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, provided the Engineer approved the amount thus charged to the Contractor.

(c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to that all deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

32. Contractor's Right To Stop Work or Terminate Contract: If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven days written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, and losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, then the Contractor may on seven days written notice to the Owner and to the Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials, and a reasonable profit.

33. Delays and Extension of Time: If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer, or if any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable causalities, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one claim is necessary.

34. Right of Occupancy: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

35. Underground Obstructions: The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention".

36. Acceptance: Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

37. Final Estimates: Upon completion and acceptance of the work the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof, and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner that all payrolls, material bills and outstanding to the Owner indebtedness in connection with this contract have been paid.

38. Cleaning Up: Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same

may be done by the Owner at the expense of the Contractor, and his surety shall be responsible therefore.

39. Guarantee and Correction of Work After Final Payment: Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of three years from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer subject to arbitration.

The Contractor and through him each subcontractor, in accepting the contract for this construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within three years from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is expected from this guarantee. This guarantee shall include damage done by settlement of backfills, such damage and sinking of backfills being considered as defective workmanship. Backfilled areas that are unpaved shall be refilled if the filled material settles more than two inches below original grade.

The Contractor shall reimburse the Owner for cost of damage if any, as well as cost of replacing defective materials or workmanship.

If replacement is not made within ten days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

40. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work House and Safety Standards Act (PL 92-54). The Contractor shall comply with the Occupational Safety and Health Act for Construction Industry (29 CFB Part 1926) under Section #'s 650-652.

41. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant polymer, reactant, or of other classification, must show approval of either EPA and USDA. Use of all such chemicals and disposal or residues shall be in strict conformance with instructions.

42. Safety: Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

All buildings, appurtenances and finishings shall be protected by the Contractor from damage, which might be done or caused by work performed under this contract.
Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor.

The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The Contractor shall assume all responsibility for properly securing the work area for the safety of its employees, school staff, students and general public.

43. The following items are Obligations, Rights and Remedies that shall be part of the Contract.

(a) INCORPORATION: All specifications, drawings, technical information, invitation to 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.

(b) 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.

(c) 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.

(d) 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 for a period not less than three years. 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.

(e) 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 attorneys fees.

(f) 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.

(g) 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 to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

(h) 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.

(i) 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.

(j) DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

(k) TERMINATION: County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

(l) 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.

(m) 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.

(n) 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 act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

(o) 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.

(p) 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.

(q) 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.

(r) NONDISCRIMINATION 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 good provided or work contemplated or performed relative to the agreement.

(s) 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.

(t) CHILD LABOR: Contractor agrees that that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

(u) CONSTRUCTION PROJECTS: Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more, is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license's expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is $25,000 or greater, must be annotated.

If the value of the subcontractor's work is less than $25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less Than $25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the bid. If no subcontractor's are being used, the outside of the

envelope must state, " No Subcontractor's are being used on this project." All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation to Bid.

(v) ENVELOPE COVER: Vendors must attach the bid envelope cover sheet to their submittal envelope. Complete all blanks on the cover. Insert " not applicable" if the category does not apply. Bids received without the envelope cover sheet information will not be considered.

(w) INSURANCE CHECKLIST: Vendors and their insurance agents must sign the attached Insurance Checklist form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project.

This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

44. UTILITY ISSUES:

Prior to submitting their bid, the contractor will be solely responsible for contacting owners of all affected utilities in order to determine the extent of which utility relocations and/or adjustments will impact their schedule and bid unit prices. Furthermore, any project delays associated with utility adjustments will be bore entirely by the contractor and Knox County will not be held responsible for utility delays resulting in escalated operating, material, personnel and fuel costs, etc. Throughout construction, the contractor will also be solely responsible for the coordination of the above referenced roadway improvements with the respective utility owners.

During the life of the contract, local utilities and Knox County may install or adjust their respective utilities in the project area and work shall be performed by the contractor in cooperation with the utilities. Any cost of relocation of the utility during construction such as power poles, etc., to facilitate the work of the contractor for the convenience of the contractor shall be borne by the contractor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST

_____
Owner

BY: _____ BY: _____

TITLE: _____ TITLE: _____

ATTEST

_____
Contractor

BY: _____ BY: _____

TITLE: _____ TITLE: _____

RLA-2549 **R-11-8-403**

Commission

Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 an agreement of sale in the amount of $55,050.00 with heirs of Jean Sausville and the life estate of Mae Miller (both deceased) for the right-of-way acquisition and slope and temporary construction easements on property located at 11616 Snyder Road for the Oulet Drive Expansion Project.

(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT OF SALE IN THE AMOUNT OF $55,050.00 WITH THE HEIRS OF JEAN SAUSVILLE AND THE LIFE ESTATE OF MAE MILLER (BOTH DECEASED) FOR THE RIGHT-OF-WAY ACQUISITION AND SLOPE AND TEMPORARY CONSTRUCTION EASEMENTS ON PROPERTY LOCATED AT 11616 SNYDER ROAD FOR THE OUTLET DRIVE EXPANSION PROJECT.

RESOLUTION: **R-11-8-403**

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, Knox County is prepared to begin construction of the Outlet Drive Expansion Project, which construction contract is to be considered by Resolution R-11-8-402 of Knox County Commission; and

WHEREAS, as part of the Outlet Drive Expansion Project, it is necessary for Knox County to acquire right-of-way and easements on certain property; and

WHEREAS, one such necessary right-of-way acquisition is on property located at 11616 Snyder Road, also known as Tract 11, with slope and temporary construction easements also being conveyed; and

WHEREAS, the heirs of the deceased property owners, Jean Sausville and the life estate of Mae Miller, have accepted Knox County's offer of $55,050.00 for said right-of-way and easements.

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

The Agreement of Sale for right-of-way and slope and temporary construction easements on property located at 11616 Snyder Road for the Outlet Drive Expansion Project 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 of Sale for right-of-way and slope and temporary construction easements on property located at 11616 Snyder Road for the Outlet Drive Expansion Project 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 the Knox County Mayor is hereby authorized to execute any and all documents necessary to effectuate said acquisition, 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

RES, LLC

Phone (865) 595-0804 *Real Estate Service Professionals* *FAX: (865) 546-2694*

March 24, 2011

Mr. Jim Snowden P.E.
Department of Engineering & Public Works
205 West Baxter
Knoxville, Tennessee 37917

RE: Request for Payment and Closing
Tr. No. 11 – Mae Miller (life estate) deceased
c/o Jeana Sausville
Outlets Drive Ext. @ Snyder Road
Knox County, Tennessee

Dear Mr. Snowden:

Attached is a signed agreement of sale in the amount of **$55,050** for purchase of necessary right of way from the above referenced property for necessary easements and proposed road improvements. This is the amount of the original offer and we recommend this amount for settlement.

It is important to note that the transfer documents will reflect KNOX COUNTY as the grantee.

Please request a check in the amount of $55,050 to be sent to Ms. Gail Howell, attorney at 108 Everett Road, Maryville, Tennessee 37804 so that closing can proceed as soon as possible.

Names, addresses and phone nos. of three (3) heirs as follows: Jeana Sausville, 8720 Strawberry Plains Pike, Knoxville Tn 37871 (865-384-4327), Theresa Sausville, 546 Lost Tree Lane, Knoxville Tn 37934 (865-288-3421) and Mark Sausville, 77 Alma Court, Los Altos Ca 94022.

Attached is the signed agreement of sale, legal descriptions of areas acquired, a break down of the offer, a map to the acquisition and the negotiator's report. If you have any further questions regarding this request, please do not hesitate to contact me. Thanks for the opportunity for providing our services.

Respectively Submitted,

Eddie D. Crook, MAI
Managing Partner RES, LLC

c: Gail Howell

501 West Clinch Avenue · Suite 200, The Althea Building · Knoxville, Tennessee 37902

AGREEMENT OF SALE
Outlets Drive/Synder Road Improvements
Knox County/Town of Farragut, Tennessee

STATE PROJECT: **Outlets Drive/Synder Road** COUNTY: **Knox County**

Owner(s): **Mae Miller(life estate) & Jean Sausville** TRACT #: **11**

This agreement entered into on this the 17 day of March, 2011 between **Mae Miller(life estate) & Jean Sausville** herein after called the Seller and **Knox County** shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and **Knox County**.

A. The Seller hereby offers and agrees to convey to **Knox County** lands identified as **TRACT 11** on the right-of-way plan for the above referenced project upon **Knox County** tendering the purchase price of $55,050.00, said tract being further described on the attached legal description.

B. **Knox County** agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. **Knox County** will reimburse the Seller for expenses incident to the transfer of the property. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [ ] Not Applicable [X]
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ _____ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

NONE

X _____ THERESA J. SAUSVILLE
(SELLERS)

X _____
(SELLERS) MARK M. SAUSVILLE

X _____
GINA F. SAUSVILLE

LEGAL DESCRIPTION
MAE MILLER (LIFE ESTATE) & JEAN SAUSVILLE

Situated in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being a Right-Of-Way Acquisition with associated Slope and Construction Easements, more particularly described as follows:

RIGHT-OF-WAY ACQUISITION

BEGINNING on a 1 inch iron rod at the northwest margin of Hayes Lane, corner to Letsinger, said iron rod bearing Town of Farragut (Tennessee State Plane, NAD 83), datum adjusted coordinates (1.00009) of, Northing 576,649.13, Easting 2,511,388.48;

Thence leaving Letsinger and with the northwest margin of Hayes Lane, the following five (5) calls:

1. S 71° 13' 16" W, 100.41 feet to a point;
2. S 64° 00' 10" W, 112.60 feet to a point;
3. S 59° 15' 40" W, 121.32 feet to a point;
4. S 55° 31' 49" W, 84.00 feet to a point;
5. S 48° 40' 11" W, 22.74 feet to a point at the eastern margin of Snyder Road;

Thence leaving the northwest margin of Hayes Lane and with the eastern margin of Snyder Road, the following seven (7) calls:

1. N 25° 21' 01" E, 22.03 feet to a point;
2. N 15° 09' 01" E, 106.41 feet to a point;
3. N 04° 10' 44" E, 107.28 feet to a point;
4. N 05° 50' 13" W, 88.22 feet to a point;
5. N 13° 50' 38" W, 46.04 feet to a point;
6. N 17° 11' 34" W, 28.74 feet to a point;
7. N 20° 02' 58" W, 62.37 feet to a point;

Thence leaving the eastern margin of Snyder Road and with the remaining lands of the subject tract, the following five (5) calls:

1. N 67° 38' 01" E, 5.57 feet to a point;

2. S 22° 21' 59" E, 112.96 feet to a point;

3. With a curve to the left, having a radius of 1,120.92 feet and a chord of S 25° 17' 09" E, 114.18 feet to a point;

4. With a curve to the left, having a radius of 100.00 feet and a chord of S 72° 43' 06" E, 140.21 feet to a point;

5. N 62° 46' 07" E, 173.06 feet to a point in the western line of Letsinger;

6. Thence with the western line of Letsinger, S 05° 25' 59" E, 74.16 feet to the Point of **BEGINNING.**

Containing 38,643.57 square feet or 0.887 acres, more or less.

SLOPE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS

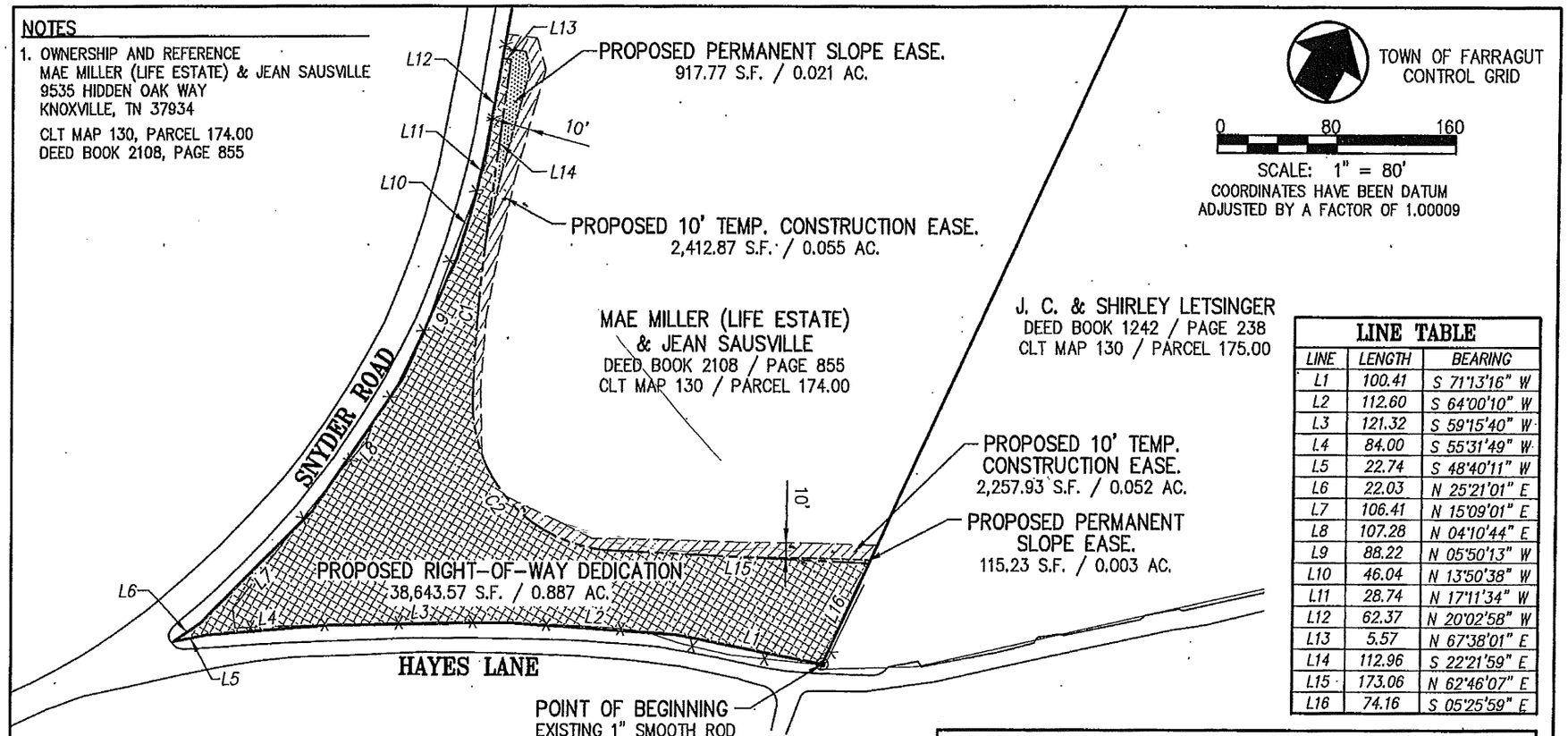
Also conveyed are Slope Easements containing 1,033 square feet, more or less, and Temporary Construction Easements containing 4,670.80 square feet, more or less, as shown on Exhibit "A".

This description was prepared August 27, 2009 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919 and is based upon a survey by same.

NOTES

1. OWNERSHIP AND REFERENCE
   MAE MILLER (LIFE ESTATE) & JEAN SAUSVILLE
   9535 HIDDEN OAK WAY
   KNOXVILLE, TN 37934

   CLT MAP 130, PARCEL 174.00
   DEED BOOK 2108, PAGE 855



TOWN OF FARRAGUT
CONTROL GRID

0 80 160

SCALE: 1" = 80'

COORDINATES HAVE BEEN DATUM
ADJUSTED BY A FACTOR OF 1.00009

LINE TABLE

LINE	LENGTH	BEARING
L1	100.41	S 71°13'16" W
L2	112.60	S 64°00'10" W
L3	121.32	S 59°15'40" W
L4	84.00	S 55°31'49" W
L5	22.74	S 48°40'11" W
L6	22.03	N 25°21'01" E
L7	106.41	N 15°09'01" E
L8	107.28	N 04°10'44" E
L9	88.22	N 05°50'13" W
L10	46.04	N 13°50'38" W
L11	28.74	N 17°11'34" W
L12	62.37	N 20°02'58" W
L13	5.57	N 67°38'01" E
L14	112.96	S 22°21'59" E
L15	173.06	N 62°46'07" E
L16	74.16	S 05°25'59" E

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	5°50'20"	1120.92'	57.17'	114.23'	S 25°17'09" E 114.18'
C2	89°01'34"	100.00'	98.31'	155.38'	S 72°43'06" E 140.21'

Cannon&Cannon, Inc.
Consulting Engineers • Field Surveyors
8550 Kingston Pike
Knoxville, Tennessee 37919
Telephone: (865) 670-8555 • Fax: (865) 670-8856
www.cannon-cannon.com

DRAWN BY	JDW
CHECKED BY	RGL
DATE	8/26/2009
SCALE	1"=80'
CCI PROJ. NO.	00263-0057

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
11616 SNYDER ROAD
DISTRICT 6, KNOX COUNTY, TENNESSEE
KNOXVILLE, TENNESSEE

OFFER TO ACQUIRE REAL PROPERTY
Outlets Drive/Synder Road Improvements
Knox County/Town of Farragut, Tennessee

DATE: 3-7 2011

PROJECT: Outlets Drive/Synder Road

COUNTY: KNOX

OWNER(S): Mae Miller(life estate) & Jean Sausville

TRACT NO.: 11

Allocation of Offer

LAND (FEE SIMPLE)	$ 53,220.00
PERMANENT DRAINAGE EASEMENT	$
IMPROVEMENTS	$
DAMAGES/BENEFITS	$
SLOPE EASEMENT	$ 855.00
TEMPORARY CONSTRUCTION EASEMENT	$ 966.00
APPROVED COMPENSATION	$
GRAND TOTAL (Rounded)	$ 55050.00

RESIDENTIAL n/a

BUSINESS RELOCATION n/a

THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS:

THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE OWNED BY OTHERS:

THE ORIGINAL OF THE FORM WAS given TO Jeana Sausville ON March 2, 2011.

NEGOTIATOR: Kelly AC Landon

C & P

ROW FORM 1
JULY 1990

NEGOTIATOR'S REPORT OF CALL

PROJECT: Knox County /
PROJECT: Town of Farragut

COUNTY: Knox

TRACT NO.: 11

NAME: % Jeana Sausville

LANDOWNER [X] TENANT [ ]

ADDRESS 8720 S Strawberry Plains Pike
Knoxville, TN - 37871

TELEPHONE NO. 384-4327

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH OWNER OR HIS DESIGNATED REPRESENTATIVE. ENTRIES SHOULD INCLUDE THE DATE, THE NAME (S) OF THE PERSON (S) CONTACTED AND A DESCRIPTION OF THE CONTACT. ALL COUNTER OFFERS MADE BY THE OWNER MUST BE NOTED. ENTRIES MUST BE SIGNED AND DATED.

Kelly A. Glandon INITIAL CONTACT

NEGOTIATOR (PLEASE PRINT)

DATE OF CONTACT offer March 2, 2011

REAL PROPERTY OFFER

	NO UNEC. REMNANT	WITH UNEC. REMNANT
A. PURCHASE IMPROVEMENTS:	$ 55,050.00	$
B. OWNER RETAINS IMPROVEMENTS:	$	$

OWNER RETENTION EXPLAINED	YES [ ]	NO [ ]	NA [X]
OWNER INTERESTED IN RETAINING	YES [ ]	NO [ ]	NA [X]
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED	YES [✓]	NO [ ]	NA [ ]
FAIR MARKET VALUE DETERMINATION EXPLAINED	YES [ ]	NO [ ]	NA [ ]

THE FOLLOWING ITEMS WERE PRESENTED: 2 [✓] 3 [✓] STRIP MAP [ ]

Deed to Knox County

COMMENTS

Oct 13 24 Discussed the possible of a donation with Jeana Sausville. They do not want to donate.

March 2, 2011 - Explained offer plans + closing to Mrs Sausville. She will discuss with the other two heirs

SUBSEQUENT CONTACTS

March 17, 2011 - Jeana Sausville called said she has signed Agreement. Mae Miller + Jean Sausville deceased 3 heirs. Attached names + address

Theresa Sausville
546 Lost Tree Lane
Knoxville Tn. 37934
865-288-3421

Mark Sausville
77 Alma Court
Los Altos, Ca. 94021

RLA-2550 **R-11-8-404**

Commission

Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 an agreement of sale in the amount of $6,000.00 with Anniversary Holding Company, LLC for the right-of-way acquisition and a temporary construction easement on property located at 11706 Snyder Road for the Outlet Drive Expansion Project.
(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT OF SALE IN THE AMOUNT OF $6,000.00 WITH ANNIVERSARY HOLDING COMPANY, LLC FOR THE RIGHT-OF-WAY ACQUISITION AND A TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED AT 11706 SNYDER ROAD FOR THE OUTLET DRIVE EXPANSION PROJECT.

RESOLUTION: **R-11-8-404**

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, Knox County is prepared to begin construction of the Outlet Drive Expansion Project, which construction contract is to be considered by Resolution R-11-8-402 of Knox County Commission; and

WHEREAS, as part of the Outlet Drive Expansion Project, it is necessary for Knox County to acquire right-of-way and easements on certain property; and

WHEREAS, one such necessary right-of-way acquisition is on property located at 11706 Snyder Road, also known as Tract 10, with a temporary construction easement also being conveyed; and

WHEREAS, the property owner, Anniversary Holding Company, LLC, has accepted Knox County's offer of $6,000.00 for said right-of-way and easement.

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

The Agreement of Sale with Anniversary Holding Company, LLC for right-of-way and a temporary construction easement on property located at 11706 Snyder Road for the Outlet Drive Expansion Project 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 of Sale with Anniversary Holding Company, LLC for right-of-way and a temporary construction easement on property located at 11706 Snyder Road for the Outlet Drive Expansion Project 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 the Knox County Mayor is hereby authorized to execute any and all documents necessary to effectuate said acquisition 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

RES, LLC

Phone (865) 595-0804 Real Estate Service Professionals FAX: (865) 546-2694

June 15, 2011

Mr. Jim Snowden P.E.
Department of Engineering & Public Works
205 West Baxter
Knoxville, Tennessee 37917

RE: Request for Payment and Closing
Tr. No. 10 – Anniversary Holding Company LLC
Outlets Drive Ext. @ Snyder Road
Knox County, Tennessee

Dear Mr. Snowden:

Attached is a signed agreement of sale in the amount of **$6,000** for purchase of necessary right of way from the above referenced property for necessary easements and proposed road improvements. As stated on the agreement of sale and as explained in the negotiator's report, the owner donated the original $1,800 offer in lieu of being responsible for construction their own drive into the remainder for an agreed payment of **$6,000. This amount has been approved by your office since the proposed road improvements have changed the grade and accessibility of the existing drive which will require reconstruction to yield similar utility.** Based on this reasoning, we recommend this amount for settlement.

It is important to note that the transfer documents will reflect Knox County as the grantee.

Please request a check in the amount of $6,000 to be sent to Ms. Gail Howell, attorney at 108 Everett Road, Maryville, Tennessee 37804 so that closing can proceed as soon as possible.

Attached is the signed agreement of sale, legal descriptions of areas acquired, a break down of the offer, a map to the acquisition, the negotiator's report and will of Ralph R. Lee. If you have any further questions regarding this request, please do not hesitate to contact me. Thanks for the opportunity for providing our services.

Respectively Submitted,

Eddie D. Crook, MAI
Managing Partner RES, LLC

c: Gail Howell

501 West Clinch Avenue · Suite 200, The Althea Building · Knoxville, Tennessee 37902

AGREEMENT OF SALE
Outlets Drive/Synder Road Improvements
Knox County/Town of Farragut, Tennessee

STATE PROJECT: **Outlets Drive/Synder Road** COUNTY: **Knox County**

Owner(s): ~~Brad Cohen / Buddy Gregg~~ TRACT #: **10**

new owner: Anniversary Holdings Company, LLC

This agreement entered into on this the 14 day of June, 2019 between ~~Brad Cohen/Buddy Gregg~~ herein after called the Seller and **Knox County** shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and **Knox County**.

A. The Seller hereby offers and agrees to convey to **Knox County** lands identified as **TRACT 10** on the right-of-way plan for the above referenced project upon **Knox County** tendering the purchase price of *$Donation, said tract being further described on the attached legal description.

*Land value of $1800.00

(1) Paid $6000.00 for replacement of driveway

B. **Knox County** agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. **Knox County** will reimburse the Seller for expenses incident to the transfer of the property. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [ ] Not Applicable [X]

Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]

The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ n/a to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

n/a

(1) Driveway at station 34+64 right to be closed

Knox County will construct a 25' carbout at station 37+50 right. Owner will build his own driveway to this carbout.

(SELLERS)

(SELLERS)

LEGAL DESCRIPTION
~~FURROW FAMILY PARTNERSHIP, L.P.~~

Situated in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being a Right-Of-Way Acquisition with an associated Construction Easement, more particularly described as follows:

RIGHT-OF-WAY ACQUISITION

BEGINNING on a 5/8 inch iron rod at the intersection of the southeastern right-of-way line of Snyder Road with the southwestern right-of-way line of Hayes Lane, said iron rod bearing Town of Farragut (Tennessee State Plane, NAD 83), datum adjusted coordinates (1.00009) of, Northing 576,396.10, Easting 2,510,992.55;

Thence leaving the southeastern right-of-way line of Snyder Road and with the southwestern right-of-way line of Hayes Lane, N 57° 48' 20" E, 57.81 feet to a set iron rod with cap (CCI);

Thence leaving southwestern right-of-way line of Hayes Lane and with the remaining lands of the subject tract, the following two (2) calls:

1. With a curve to the left, having a radius of 783.51 feet and a chord of S 45° 19' 57" W, 59.17 feet to a set iron rod with cap (CCI);

2. S 43° 10' 06" W, 45.81 feet to a set iron rod with cap (CCI) at the southeastern right-of-way line of Snyder Road;

Thence with the southeastern right-of-way line of Snyder Road with a curve to the left, having a radius of 631.89 feet and a chord of N 28° 59' 43" E, 50.54 feet to the Point of **BEGINNING**.

Containing 613.78 square feet or 0.014 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Also conveyed is a Temporary Construction Easement containing 2,440.69 square feet, more or less, as shown on the Outlet Drive Extension project sheet number R3.00, titled Property Map and Right-of-way Acquisition.

This description was prepared April 21, 2010 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919 and is based upon a survey by same.

OFFER TO ACQUIRE REAL PROPERTY
Outlets Drive/Synder Road Improvements
Knox County/Town of Farragut, Tennessee

DATE:_____

PROJECT: Outlets Drive/Synder Road COUNTY: KNOX

OWNER(S): Furrow Family Partnership, L.P. TRACT NO.: 10

Allocation of Offer

LAND (FEE SIMPLE)	$ 1120.00
PERMANENT DRAINAGE EASEMENT	$_____
IMPROVEMENTS	$_____
DAMAGES/BENEFITS	$_____
SLOPE EASEMENT	$_____
TEMPORARY CONSTRUCTION EASEMENT	$ 669.00
APPROVED COMPENSATION	$_____
GRAND TOTAL (Rounded)	$ 1800.00

RESIDENTIAL _____

BUSINESS RELOCATION _____

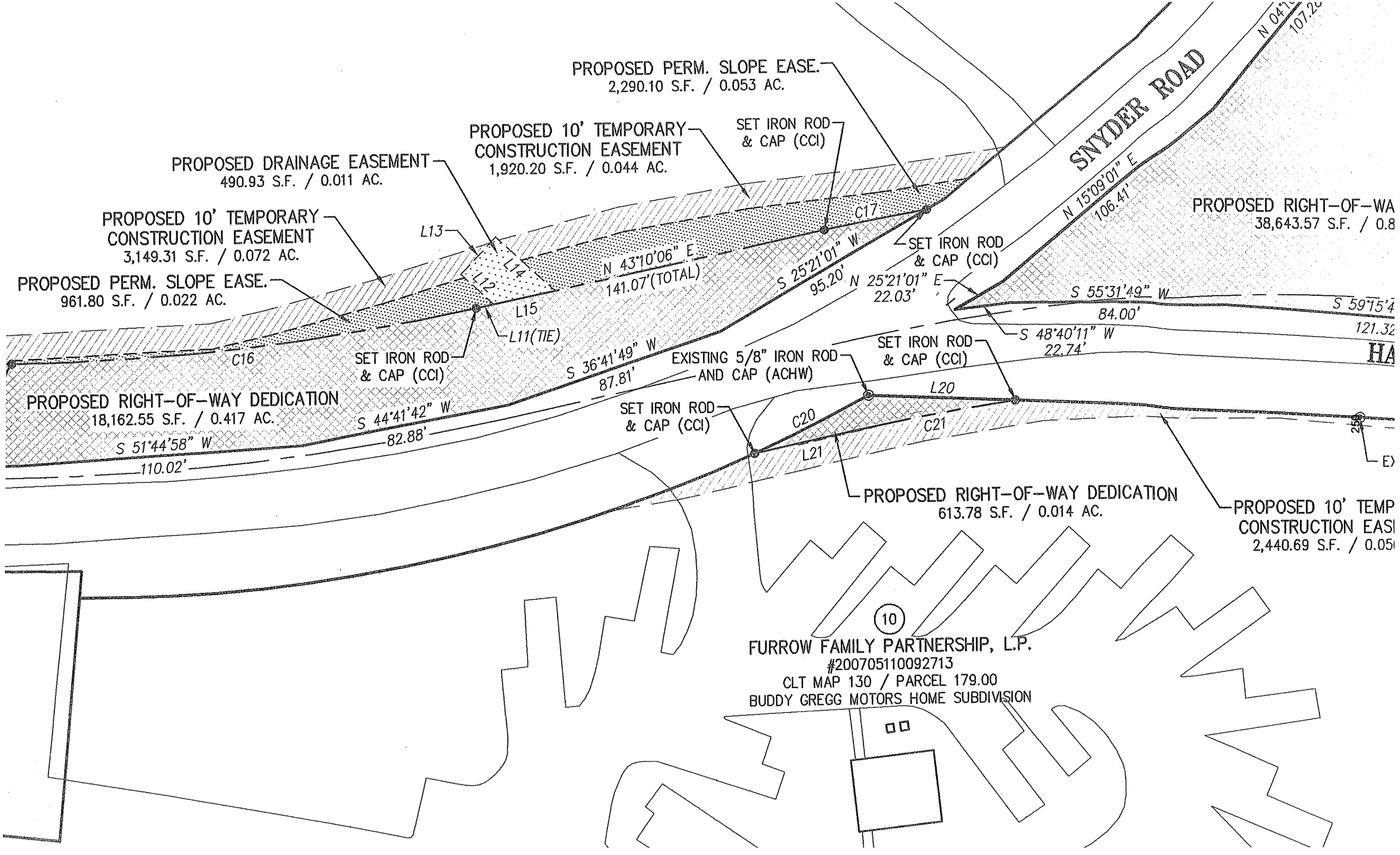
THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS:

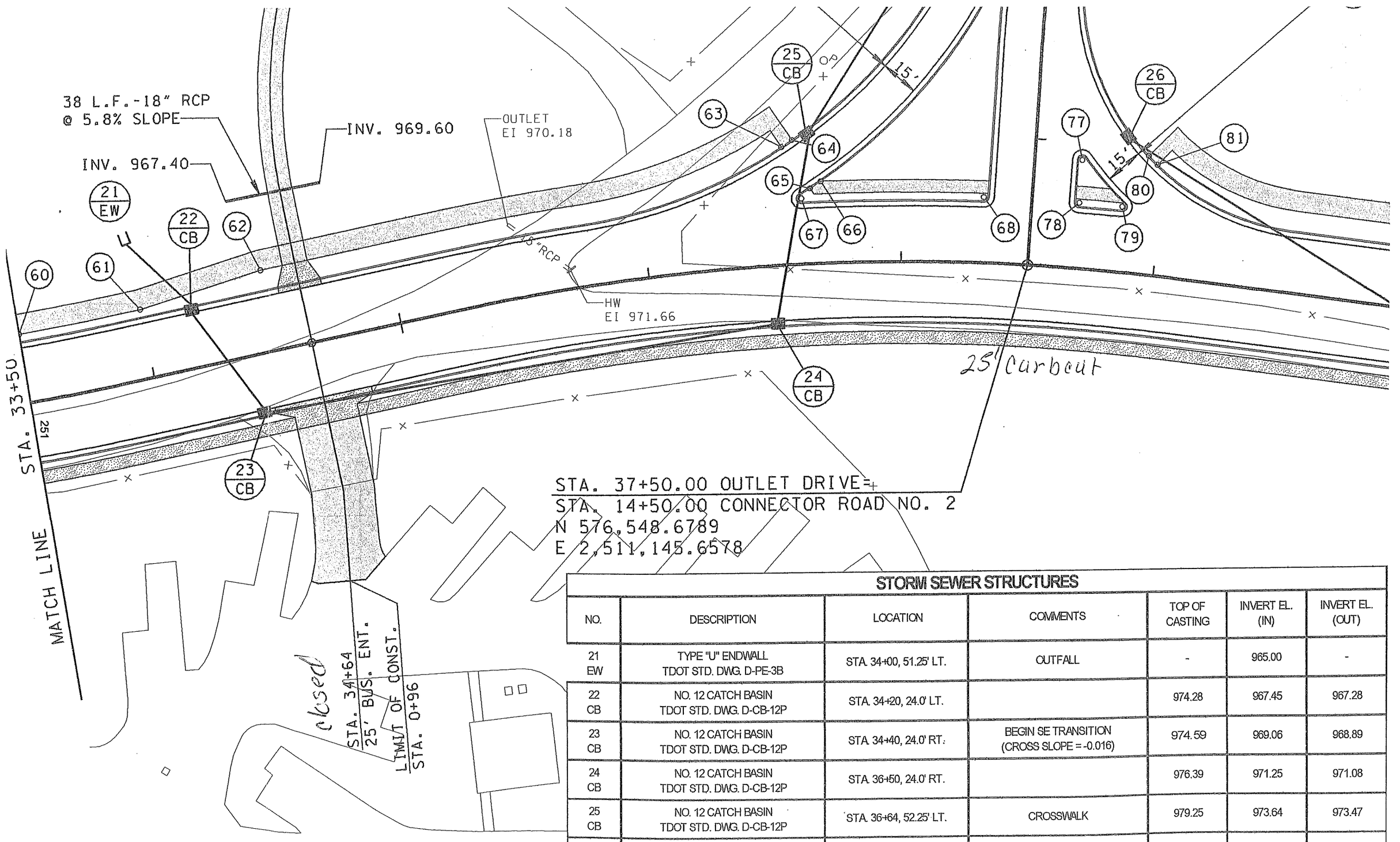
THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE OWNED BY OTHERS:

THE ORIGINAL OF THE FORM WAS given TO Buddy Gregg

ON 2-28-2011.

NEGOTIATOR: Kelly McClendon


PROPOSED PERM. SLOPE EASE.
2,290.10 S.F. / 0.053 AC.
PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
1,920.20 S.F. / 0.044 AC.
SET IRON ROD
& CAP (CCI)
PROPOSED DRAINAGE EASEMENT
490.93 S.F. / 0.011 AC.
PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
3,149.31 S.F. / 0.072 AC.
PROPOSED PERM. SLOPE EASE.
961.80 S.F. / 0.022 AC.
SNYDER ROAD
N 15°09'01" E
106.41'
PROPOSED RIGHT-OF-WA
38,643.57 S.F. / 0.8
L13
L14
L12
L15
L11(TIE)
C16
C17
N 43°10'06" E
141.07'(TOTAL)
S 25°21'01" W
95.20'
N 25°21'01" E
22.03'
SET IRON ROD
& CAP (CCI)
S 55°31'49" W
84.00'
S 48°40'11" W
22.74'
S 59°15'4
121.32
HA
SET IRON ROD
& CAP (CCI)
S 36°41'49" W
87.81'
EXISTING 5/8" IRON ROD
AND CAP (ACHW)
SET IRON ROD
& CAP (CCI)
PROPOSED RIGHT-OF-WAY DEDICATION
18,162.55 S.F. / 0.417 AC.
S 44°41'42" W
82.88'
S 51°44'58" W
110.02'
L20
C20
C21
L21
SET IRON ROD
& CAP (CCI)
PROPOSED RIGHT-OF-WAY DEDICATION
613.78 S.F. / 0.014 AC.
PROPOSED 10' TEMP
CONSTRUCTION EASI
2,440.69 S.F. / 0.05
10
FURROW FAMILY PARTNERSHIP, L.P.
#200705110092713
CLT MAP 130 / PARCEL 179.00
BUDDY GREGG MOTORS HOME SUBDIVISION



STA. 37+50.00 OUTLET DRIVE
STA. 14+50.00 CONNECTOR ROAD NO. 2
N 576,548.6789
E 2,511,145.6578

STORM SEWER STRUCTURES

NO.	DESCRIPTION	LOCATION	COMMENTS	TOP OF CASTING	INVERT EL. (IN)	INVERT EL. (OUT)
21 EW	TYPE "U" ENDWALL TDOT STD. DWG. D-PE-3B	STA. 34+00, 51.25' LT.	OUTFALL	-	965.00	-
22 CB	NO. 12 CATCH BASIN TDOT STD. DWG. D-CB-12P	STA. 34+20, 24.0' LT.		974.28	967.45	967.28
23 CB	NO. 12 CATCH BASIN TDOT STD. DWG. D-CB-12P	STA. 34+40, 24.0' RT.	BEGIN SE TRANSITION (CROSS SLOPE = -0.016)	974.59	969.06	968.89
24 CB	NO. 12 CATCH BASIN TDOT STD. DWG. D-CB-12P	STA. 36+50, 24.0' RT.		976.39	971.25	971.08
25 CB	NO. 12 CATCH BASIN TDOT STD. DWG. D-CB-12P	STA. 36+64, 52.25' LT.	CROSSWALK	979.25	973.64	973.47
43	NO. 12 CATCH BASIN					

C & P

ROW FORM 1
JULY 1990

NEGOTIATOR'S REPORT OF CALL

PROJECT: Knox County COUNTY: Knox

PROJECT: Outlet Drive/Snyder Rd TRACT NO.: 10

New Owner NAME: Anniversary Holding Comp. LLC c/o Brad Cohen - cell 337-344-3600 LANDOWNER [X] TENANT [ ]

ADDRESS Local Mail Buddy Gregg Motor Homes c/o Besty Boswell 11730 Snyder Rd. Concord Tn

TELEPHONE NO. Brad Cohen 337-344-3600 Besty Boswell 865-675-1986

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH OWNER OR HIS DESIGNATED REPRESENTATIVE. ENTRIES SHOULD INCLUDE THE DATE, THE NAME (S) OF THE PERSON (S) CONTACTED AND A DESCRIPTION OF THE CONTACT. ALL COUNTER OFFERS MADE BY THE OWNER MUST BE NOTED. ENTRIES MUST BE SIGNED AND DATED.

Kelly A. Glandon INITIAL CONTACT 8-31-2010

NEGOTIATOR (PLEASE PRINT) DATE OF CONTACT

REAL PROPERTY OFFER

	NO UNEC. REMNANT	WITH UNEC. REMNANT
A. PURCHASE IMPROVEMENTS:	$ 1800.00	$
B. OWNER RETAINS IMPROVEMENTS:	$	$

OWNER RETENTION EXPLAINED	YES [ ]	NO [ ]	NA [X]
OWNER INTERESTED IN RETAINING	YES [ ]	NO [ ]	NA [X]
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED	YES [ ]	NO [ ]	NA [ ]
FAIR MARKET VALUE DETERMINATION EXPLAINED	YES [ ]	NO [ ]	NA [ ]

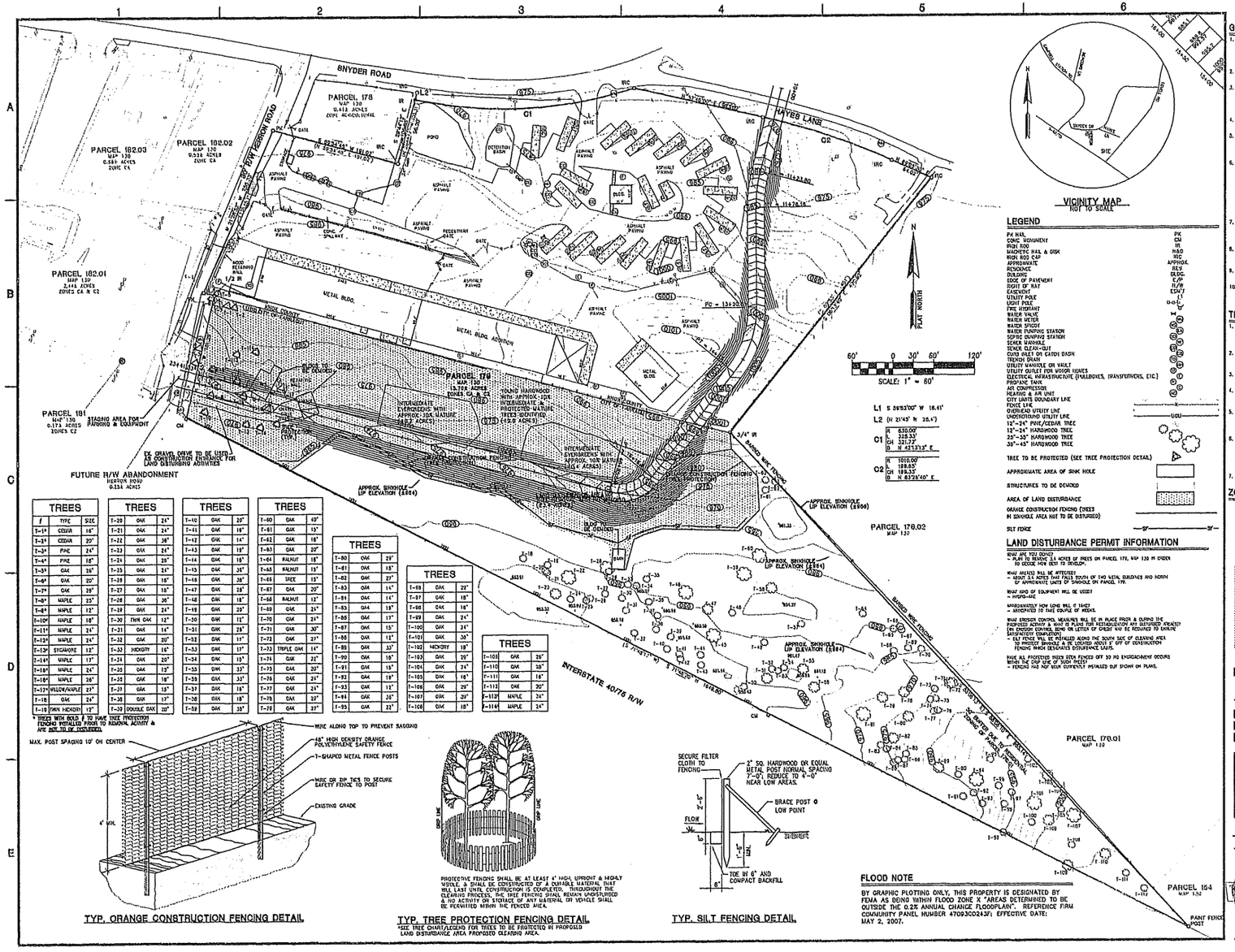
THE FOLLOWING ITEMS WERE PRESENTED: 2 [ ] 3 [ ] STRIP MAP [ ]

COMMENTS

2-28- Discussed offer with matt Cecil (eng) 337-349-1086
Mr Cohen will donate Right of Way but will request Knox county to pay for or replace fence if removed.
Wants drive at station 34+64 right closed and moved to line up with intersection at st 37+50 right

SUBSEQUENT CONTACTS

3-30- Meet with Mr Cecil he will send spect for new driveway to Jim Snowden Buddy Gregg is building new road to this new driveway location.
6-23- County cannot build the new driveway so for back onto private property. If Mr
7-14 Cohen will donate land County will pay him the cost of replacing existing driveway at station 34+64 ($6000.00) and provide curb cut at station 37+50 right. Mr Cohen can build driveway to tie into curb cut. Mr Cohen agreed to signed option



VICINITY MAP
NOT TO SCALE

LEGEND

P.K NAIL	PK
CONC. MONUMENT	CM
IRON ROD	IR
MAGNETIC NAIL & DISK	N&D
IRON ROD CAP	IRC
APPROXIMATE	APPROX.
RESIDENCE	RES.
BUILDING	BLDG.
EDGE OF PAVEMENT	E/P
EDGE OF BAY	E/B
EASEMENT	EASMT
UTILITY POLE	U-P
LIGHT POLE	L-P
FIRE HYDRANT	F-H
WATER VALVE	W-V
WATER METER	W-M
WATER SPIGOT	W-S
WATER PUMPING STATION	W-P
SEPTIC DUMPING STATION	S-D
TENNIS MARKER	T-M
SEWER CLEAN-OUT	S-CO
CURB INLET OR CATCH BASIN	C-I
TRENCH DRAIN	T-D
UTILITY MANHOLE OR VAULT	U-M
UTILITY OUTLET FOR MOTOR HOMES	U-O
ELECTRICAL INFRASTRUCTURE (TRANSFORMERS, ETC.)	E-I
PROPANE TANK	P-T
AIR CONDITIONERS	A/C
HEATING & AIR UNIT	H&A
CITY LIMITS BOUNDARY LINE	
FENCE LINE	
OVERHEAD UTILITY LINE	OHU
UNDERGROUND UTILITY LINE	UGU
12"-18" PINE/CEDAR TREE	
12"-24" HARDWOOD TREE	
25"-36" HARDWOOD TREE	
36"-48" HARDWOOD TREE	
TREE TO BE PROTECTED (SEE TREE PROTECTION DETAIL)	
APPROXIMATE AREA OF SINK HOLE	
STRUCTURES TO BE DEMOED	
AREA OF LAND DISTURBANCE	
ORANGE CONSTRUCTION FENCING (TREES IN SINKHOLE AREA NOT TO BE DISTURBED)	
SILT FENCE	SF SF

LAND DISTURBANCE PERMIT INFORMATION

WHAT ARE YOU DOING?
- PLAN TO DISTURB 11.4 ACRES OF TREES ON PARCEL 179, MAP 130 IN ORDER TO CREATE MORE BEDS TO DEVELOP.

WHAT ACTIVITIES WILL BE AFFECTED?
- ABOUT 3.4 ACRES THAT FALLS SOUTH OF TWO METAL BUILDINGS AND NORTH OF APPROXIMATE LIMITS OF SINKHOLE ON PARCEL 179.

WHAT KIND OF EQUIPMENT WILL BE USED?
- HYDRO-AXE

APPROXIMATELY HOW LONG WILL IT TAKE?
- ANTICIPATED TO TAKE COUPLE OF WEEKS.

WHAT EROSION CONTROL MEASURES WILL BE IN PLACE PRIOR & DURING THE PROPOSED ACTIVITY & HOW IS RUNOFF FROM DISTURBED AREAS? (AN EROSION CONTROL BOND OR LETTER OF CREDIT MAY BE REQUIRED TO ENSURE SATISFACTORY COMPLETION)?
- SILT FENCE WILL BE INSTALLED ALONG THE SOUTH SIDE OF CLEARING AREA
- TEMPORARY SEDIMENT TRAPS WILL BE LOCATED ABOUT 5' OFF OF CONSTRUCTION FENCING WHERE DISTURBANCE LEAVES.

HAVE ALL PROTECTED TREES BEEN FENCED OFF SO NO ENCROACHMENT OCCURS WITHIN THE DRIP LINE OF SUCH TREES?
- FENCING HAS NOT BEEN CURRENTLY INSTALLED BUT SHOWN ON PLANS.

GENERAL NOTES

1. DESIGNED BY: ADAMS CRAFT HERZ WALKER, INC.
   800 OAK RIDGE TURNPIKE, SUITE A-100
   OAK RIDGE, TN 37830
   TEL (865) 482-1431
   website: www.achw.com
2. ENGINEER: BRYAN W. WELLS, PE
   e-mail: bw31@achw.com
3. CLIENT/OWNER: BUDDY GREGG MOTOR HOMES
   CTO, GATE CITY
   11330 SNYDER ROAD
   KNOXVILLE, TN. 37932
   PH: (574) 831-4888
4. STREET ADDRESS: 11330 SNYDER ROAD
   KNOXVILLE, TN 37932
5. COUNTY PARCEL AND TAX MAP DATA IS FROM THE COUNTY PROPERTY ASSESSOR'S OFFICE. SAID DATA BEING THE LATEST DATA PUBLISHED AT THE TIME OF THIS SURVEY, AND IS SUBJECT TO CHANGE AT THE DISCRETION OF SAID ASSESSOR'S OFFICE.
6. UNDERGROUND UTILITY LOCATIONS (IF ANY) SHOWN ON THIS MAP ARE FROM OBSERVED ABOVE GROUND FIELD EVIDENCE AND IS INTENDED ONLY TO SHOW A SCHEMATIC LOCATION OF UTILITIES IN THE AREA RELATIVE TO THE BOUNDARY LINES AND/OR EASEMENTS (IF ANY) SERVICING AND/OR CROSSING THE SUBJECT PROPERTY. FURTHERMORE, ALL UNDERGROUND UTILITIES SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION; CONTACT TENNESSEE ONE CALL SERVICE.
   PHONE: 1-800-351-1111
   website: www.tenn1call.com
7. THERE MAY BE INSTANCES NOTE IT WAS NECESSARY TO EXAGGERATE THE LOCATION OF SOME FEATURES SUCH AS VALVES, HYDRANTS, MAN-HOLES, DRAINAGE STRUCTURES, TRANSFORMERS, ETC. IN ORDER TO MORE CLEARLY REPRESENT SUCH FEATURES.
8. CONTOUR INTERVAL: 1 FOOT
   CONTOURS FIELD LOCATED BY ACHW, INC. AS OF MAY 12, 2005.
   CONTOUR DATA SHOWN WAS OBTAINED PRIMARILY USING RANDOM SHOTS.
9. TREE SIZE AND SPECIES DETERMINED BY ACHW, INC. DURING TIME OF ORIGINAL TOPOGRAPHIC SURVEY (MAY 12, 2005).
10. THERE WILL BE NO CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF SOIL AND/OR NATIVE VEGETATION WITHIN THE APPROXIMATE LIMITS OF SINKHOLE EXCEPT AS PERMITTED BY THE TOWN OF FARRAGUT.

TREE PROTECTION NOTES

1. ALL TREES NOT LOCATED WITHIN THE LIMITS OF DISTURBANCE SHALL BE PROTECTED ALONG WITH ANY TREES THE AREA OF DISTURBANCE WARRANTS FOR PROTECTION. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL TREES TO BE PRESERVED FROM HIS ACTIVITIES.
2. ALL TREES SHOWN TO BE RETAINED WITHIN THE LIMITS OF DISTURBANCE ON THE PLANS, SHALL BE PROTECTED DURING CONSTRUCTION WITH FENCING PER TREE PROTECTION DETAIL OR CONSTRUCTION FENCING DETAIL.
3. TREE PROTECTION FENCES SHALL BE ERECTED ACCORDING TO TOWN OF FARRAGUT STANDARDS.
4. TREE PROTECTION, ORANGE CONSTRUCTION, & SILT FENCING SHALL ALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK & SHALL BE MAINTAINED THROUGHOUT ALL LAND DISTURBING ACTIVITIES.
5. TREE PROTECTION FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES, LOCATED AT THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIPLINE) AND SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBANCE ACTIVITIES.
6. ANY ROOTS EXPOSED BY LAND DISTURBING ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL & BACKFILLED WITH GOOD QUALITY TOP SOIL WITHIN TWO DAYS. IF EXPOSED ROOT AREAS CANNOT BE BACKFILLED WITHIN 2 DAYS, AN ORGANIC MATERIAL WHICH REDUCES SOIL TEMPERATURE AND MAINTAINS WATER LOSS DUE TO EVAPORATION SHALL BE PLACED TO COVER THE ROOTS UNTIL BACKFILL CAN OCCUR.
7. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.

ZONING NOTES

THE SOURCE OF THE FOLLOWING INFORMATION IS FROM THE PLAT OF RECORD

KNOX COUNTY ZONE CA
BUILDING SET-BACK REQUIREMENTS - ZONE CA
FRONTS: 35'
SIDE: 7.5'
REAR: 15'

CITY OF FARRAGUT ZONE C2 - REGIONAL COMMERCIAL
BUILDING SET-BACK REQUIREMENTS
FRONTS: 75' MIN. - 100' FOR TWO FRONTS 150'
SIDE: 30' MIN. - TOTAL FOR TWO 60'
REAR: 20'

ADAMS ARCHITECTS
CRAFT ENGINEERS
HERZ PLANNERS
WALKER SURVEYORS
OAK RIDGE TENNESSEE

LAND DISTURBANCE PLAN

PARCEL 179, MAP 130
BUDDY GREGG MOTOR HOMES
FARRAGUT, TENNESSEE

issue	drawn by	checked by	date	approved
original	BWW	WP	02-16-11	BWW
R-1	BWW	BWW	03-07-11	BWW

8020BABE — file dwg. no.
field book no.
11502.0 — job no.

BRYAN W. WELLS — REGISTERED LAND SURVEYOR — 05/09/11 — STATE OF TENNESSEE

1 OF 1
drawing number

TREES

#	TYPE	SIZE
T-14	CEDAR	16"
T-21	CEDAR	20"
T-34	PINE	24"
T-43	PINE	18"
T-51	OAK	26"
T-68	OAK	20"
T-79	OAK	28"
T-85	MAPLE	23"
T-86	MAPLE	12"
T-104	MAPLE	18"
T-119	MAPLE	16"
T-124	MAPLE	24"
T-134	SYCAMORE	12"
T-144	MAPLE	17"
T-159	MAPLE	24"
T-167	MAPLE	26"
T-174	YELLOW/MAPLE	23"
T-178	OAK	24"
T-179	TWIN HICKORY	12"

#	TYPE	SIZE
T-20	OAK	24"
T-21	OAK	24"
T-22	OAK	36"
T-23	OAK	24"
T-24	OAK	28"
T-25	OAK	24"
T-26	OAK	18"
T-27	OAK	16"
T-28	OAK	24"
T-30	TWIN OAK	12"
T-31	OAK	16"
T-32	OAK	20"
T-33	HICKORY	16"
T-34	OAK	20"
T-35	OAK	15"
T-36	OAK	18"
T-37	OAK	15"
T-38	OAK	17"
T-39	DOUBLE OAK	28"

#	TYPE	SIZE
T-40	OAK	20"
T-41	OAK	18"
T-42	OAK	16"
T-43	OAK	18"
T-44	OAK	18"
T-45	WALNUT	18"
T-46	WALNUT	15"
T-47	OAK	26"
T-48	OAK	18"
T-49	OAK	23"
T-50	OAK	12"
T-51	OAK	28"
T-52	OAK	17"
T-53	OAK	17"
T-54	OAK	15"
T-55	OAK	33"
T-56	OAK	33"
T-57	OAK	15"
T-58	OAK	18"
T-59	OAK	35"

#	TYPE	SIZE
T-60	OAK	40"
T-61	OAK	15"
T-62	OAK	18"
T-63	OAK	20"
T-64	WALNUT	15"
T-65	WALNUT	15"
T-66	SPEE	15"
T-67	OAK	20"
T-68	WALNUT	12"
T-69	OAK	21"
T-70	OAK	21"
T-71	OAK	30"
T-72	OAK	27"
T-73	TRIPLE OAK	14"
T-74	OAK	21"
T-75	OAK	20"
T-76	OAK	21"
T-77	OAK	21"
T-78	OAK	33"
T-79	OAK	27"

#	TYPE	SIZE
T-80	OAK	29"
T-81	OAK	18"
T-82	OAK	27"
T-83	OAK	14"
T-84	OAK	14"
T-85	OAK	18"
T-86	OAK	17"
T-87	OAK	15"
T-88	OAK	12"
T-89	OAK	33"
T-90	OAK	18"
T-91	OAK	15"
T-92	OAK	18"
T-93	OAK	12"
T-94	OAK	35"
T-95	OAK	23"

#	TYPE	SIZE
T-96	OAK	22"
T-97	OAK	18"
T-98	OAK	24"
T-99	OAK	24"
T-100	OAK	24"
T-101	OAK	35"
T-102	HICKORY	18"
T-103	OAK	25"
T-104	OAK	24"
T-105	OAK	18"
T-106	OAK	28"
T-107	OAK	20"
T-108	OAK	18"

#	TYPE	SIZE
T-109	OAK	28"
T-110	OAK	28"
T-111	OAK	16"
T-112	OAK	20"
T-113	MAPLE	24"
T-114	MAPLE	24"

* TREES WITH GOLD # TO HAVE TREE PROTECTION FENCING INSTALLED PRIOR TO REMOVAL ACTIVITY & ARE NOT TO BE DISTURBED.

TYP. ORANGE CONSTRUCTION FENCING DETAIL

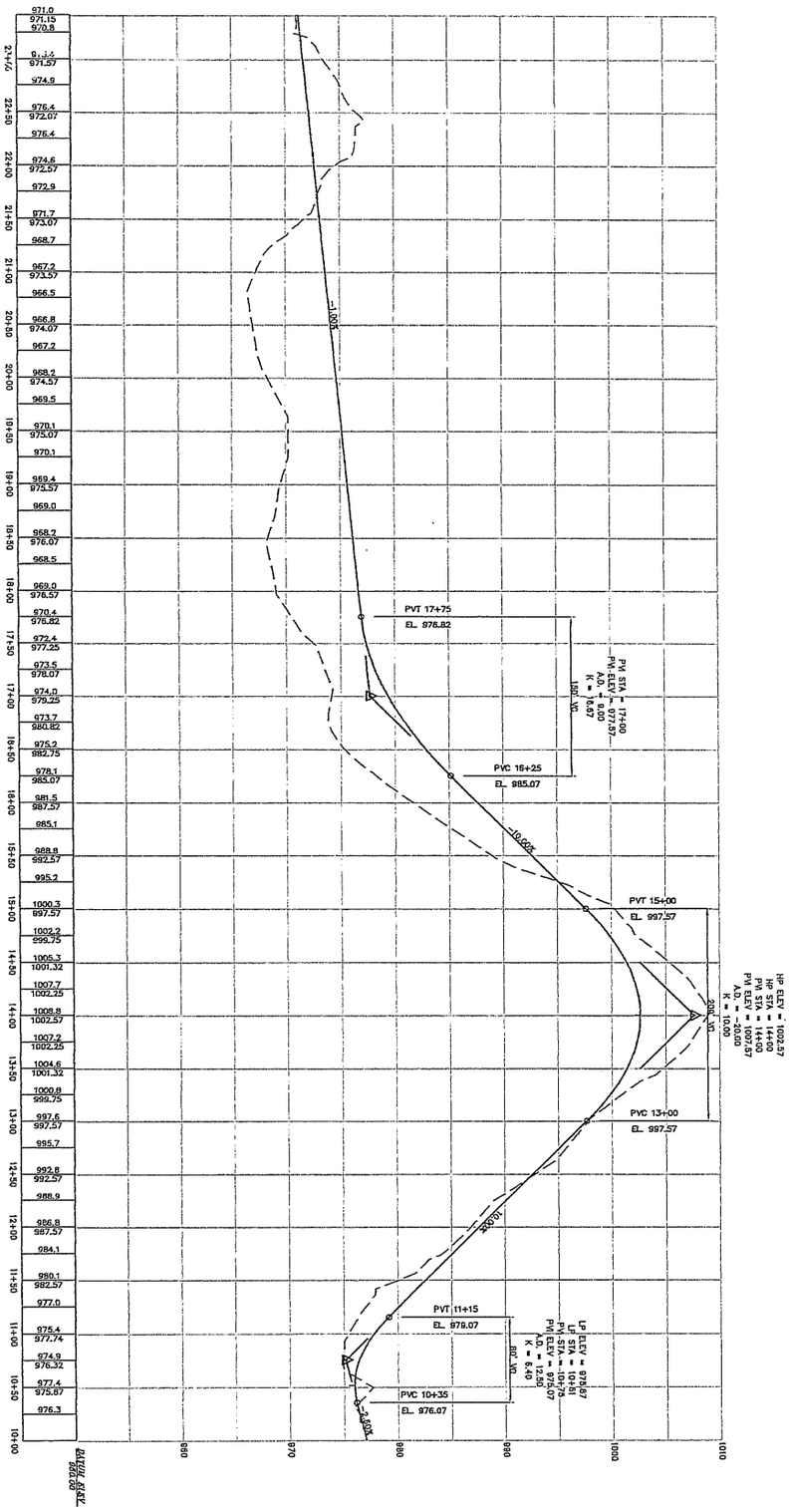
PROTECTIVE FENCING SHALL BE AT LEAST 4' HIGH, UPRIGHT & MOSTLY VISIBLE, & SHALL BE CONSTRUCTED OF A DURABLE MATERIAL THAT WILL LAST UNTIL CONSTRUCTION IS COMPLETED, THROUGHOUT THE CLEARING PROCESS, THE TREE FENCING SHALL REMAIN UNDISTURBED & NO ACTIVITY OR STORAGE OF ANY MATERIAL OR VEHICLE SHALL BE PERMITTED WITHIN THE FENCED AREA.

TYP. TREE PROTECTION FENCING DETAIL
*SEE TREE CHART/LEGEND FOR TREES TO BE PROTECTED W/ PROPOSED LAND DISTURBANCE AREA PROPOSED CLEARING AREA.

TYP. SILT FENCING DETAIL

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS DESIGNATED BY FEMA AS BEING WITHIN FLOOD ZONE X "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN". REFERENCE FIRM COMMUNITY PANEL NUMBER 47093C0243F; EFFECTIVE DATE: MAY 2, 2007.


PVT 17+75
EL. 976.82
PVC 16+25
EL. 985.07
PVT 15+00
EL. 997.57
PVC 13+00
EL. 997.57
PVT 11+15
EL. 979.07
PVC 10+35
EL. 976.07
-1.00%
-10.00%
-3.60%
PVI STA = 17+00
PVI ELEV = 979.57
A.D. = 9.00
K = 16.67
150' VC
PVI STA = 14+00
PVI ELEV = 1007.57
A.D. = 10.00
K = 10.00
200' VC
LP ELEV = 979.57
LP STA = 10+51
PVI STA = 10+75
PVI ELEV = 975.07
A.D. = 12.50
K = 6.40
80' VC
971.0
971.15
970.8
21+75
971.57
974.9
22+50
976.4
972.07
976.4
23+00
974.6
972.57
972.9
21+50
971.7
973.07
968.7
21+00
967.2
973.57
966.5
20+50
966.8
974.07
967.2
20+00
968.2
974.57
969.5
19+50
970.1
975.07
970.1
19+00
969.4
975.57
969.0
18+50
968.2
976.07
968.5
18+00
969.0
976.57
970.4
976.82
17+50
972.4
977.25
973.5
978.07
17+00
974.0
979.25
973.7
980.82
16+50
975.2
982.75
978.1
985.07
16+00
981.5
987.57
985.1
15+50
988.8
992.57
995.2
15+00
1000.3
997.57
1002.2
999.75
14+50
1005.3
1001.32
1007.7
1002.25
14+00
1008.8
1002.57
1007.2
1002.25
13+50
1004.6
1001.32
1000.8
999.75
13+00
997.6
997.57
995.7
12+50
992.8
992.57
988.9
12+00
986.8
987.57
984.1
11+50
980.1
982.57
977.0
11+00
975.4
977.74
974.9
976.32
10+50
977.4
975.87
976.3
10+00
970.07
960
970
980
990
1000
1010
BASELINE ELEV.
1000.00

RLA-2551 **R-11-8-405**

Commission

Meeting Date:	08/22/2011
Requested By:	Tracey Johnson, 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 an agreement with J.C. and Shirley Letsinger for the donation to Knox County of right-of-way and drainage, slope and temporary construction easements on property located at 11609 Hayes Lane for the Outlet Drive Expansion project.

(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AGREEMENT WITH J.C. AND SHIRLEY LETSINGER FOR THE DONATION TO KNOX COUNTY OF RIGHT-OF-WAY AND DRAINAGE, SLOPE AND TEMPORARY CONSTRUCTION EASEMENTS ON PROPERTY LOCATED AT 11609 HAYES LANE FOR THE OUTLET DRIVE EXPANSION PROJECT.

RESOLUTION: **R-11-8-405**

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, Knox County is prepared to begin construction of the Outlet Drive Expansion Project, which construction contract is to be considered by Resolution R-11-8-402 of Knox County Commission; and

WHEREAS, as part of the Outlet Drive Expansion Project, it is necessary for Knox County to acquire right-of-way and easements on certain property; and

WHEREAS, one such necessary right-of-way acquisition is on property located at 11609 Hayes Lane, also known as Tract 12, with a drainage, slope and temporary construction easements also being conveyed; and

WHEREAS, the property owners, J.C. and Shirley Letsinger, have offered to donate said right-of-way and easements to Knox County.

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

The agreement with J.C. and Shirley Letsinger for the donation of right-of-way and drainage, slope and temporary construction easements on property located at 11609 Hayes Lane for the Outlet Drive Expansion Project 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 J.C. and Shirley Letsinger for the donation of right-of-way and drainage, slope and temporary construction easements on property located at 11609 Hayes Lane for the Outlet Drive Expansion Project 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 the Knox County Mayor is hereby authorized to execute any and all documents necessary to effectuate said acquisition 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

RES, LLC

Phone (865) 595-0804 Real Estate Service Professionals FAX: (865) 546-2694

March 11, 2011

Mr. Jim Snowden P.E.
Department of Engineering & Public Works
205 West Baxter
Knoxville, Tennessee 37917

RE: Request for Closing ROW Dedication
Outlet Drive Extension
Tract No. 12 – J. C. & Shirley Letsinger
KNOX COUNTY

Dear Jim:

The owners of the above referenced property have agreed to donate the necessary right of way required for the Outlets Drive Extension. Attached is a signed agreement of donation.

By this letter, I am also copying Ms. Gail Howell, attorney at 108 Everett Road, Maryville, Tennessee 37804 to request that documents for dedication of the necessary right of way so that closing can proceed as soon as possible.

It is important to note that the transfer documents will reflect KNOX COUNTY as the grantee.

Attached is the signed agreement of dedication and other necessary documents to assist for closing. If you have any further questions regarding this request, please do not hesitate to contact me

Thanks for the opportunity of providing our services.

Respectively Submitted,

Eddie D. Crook, MAI
Managing Partner RES, LLC

EDC: ac
c. Gail Howell

AGREEMENT OF SALE
Outlets Drive/Synder Road Improvements
Knox County/Town of Farragut, Tennessee

STATE PROJECT: **Outlets Drive/Synder Road** COUNTY: **Knox County**

Owner(s): **J.C. & Shirley Letsinger** TRACT #: **12**

This agreement entered into on this the 15th day of August, 2010 between **J.C. & Shirley Letsinger** herein after called the Seller and **Knox County** shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and **Knox County**.

A. The Seller hereby offers and agrees to convey to **Knox County** lands identified as **TRACT 12** on the right-of-way plan for the above referenced project upon **Knox County** tendering the purchase price of $ Donation, said tract being further described on the attached legal description.

B. **Knox County** agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. **Knox County** will reimburse the Seller for expenses incident to the transfer of the property. Real Estate Taxes will be prorated.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements [ ] Not Applicable [X]
Seller agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable [X]
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ _____ to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property.

_____

Jimmy C Letsinger
(SELLERS)

Shirley H Letsinger
(SELLERS)

LEGAL DESCRIPTION
J.C. & SHIRLEY LETSINGER

Situated in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being a Right-Of-Way Acquisition with associated Drainage, Slope and Construction Easements, more particularly described as follows:

RIGHT-OF-WAY ACQUISITION

BEGINNING on a 1 inch iron rod at the northwest margin of Hayes Lane, corner to Miller & Sausville, said iron rod bearing Town of Farragut (Tennessee State Plane, NAD 83), datum adjusted coordinates (1.00009) of, Northing 576,649.13, Easting 2,511,388.48;

Thence leaving the northwest margin of Hayes Lane and with the eastern line of Miller & Sausville, N 05° 25' 59" W, 74.16 feet to a point;

Thence leaving the eastern line of Miller & Sausville and with the remaining lands of the subject tract, the following two (2) calls:

1. N 62° 46' 07" E, 150.01 feet to a point;

2. With a curve to the right, having a radius of 1,477.40 feet and a chord of N 64° 58' 13" E, 113.52 feet to a point at the northwest margin of Hayes Lane;

Thence with the northwest margin of Hayes Lane, the following three (3) calls:

1. S 47° 16' 36" W, 235.56 feet to a point;

2. S 58° 17' 47" W, 65.60 feet to a point;

3. N 05° 25' 59" W, 3.81 feet to the Point of **BEGINNING.**

Containing 11,485.52 square feet or 0.264 acres, more or less.

DRAINAGE EASEMENT

Commencing on a 1 inch iron rod at the northwest margin of Hayes Lane, corner to Miller & Sausville, said iron rod bearing Town of Farragut (Tennessee State Plane, NAD 83), datum adjusted coordinates (1.00009) of, Northing 576,649.13, Easting 2,511,388.48;

Thence leaving the northwest margin of Hayes Lane and with the eastern line of Miller & Sausville, N 05° 25' 59" W, 74.16 feet to a point;

Thence leaving the eastern line of Miller & Sausville and with the remaining lands of the subject tract, N 62° 46' 07" E, 77.54 feet to the Point of **BEGINNING**;
Thence from the Point of **BEGINNING** and continuing with the remaining lands of the subject tract, the following four (4) calls:

1. N 27° 13' 53" W, 17.56 feet to a point;

2. N 65° 49' 42" E, 20.03 feet to a point;

3. S 27° 13' 53" E, 16.49 feet to a point;

4. S 62° 46' 07" W, 20.00 feet to the Point of **BEGINNING**;

Containing 340.41 square feet or 0.008 acres, more or less.

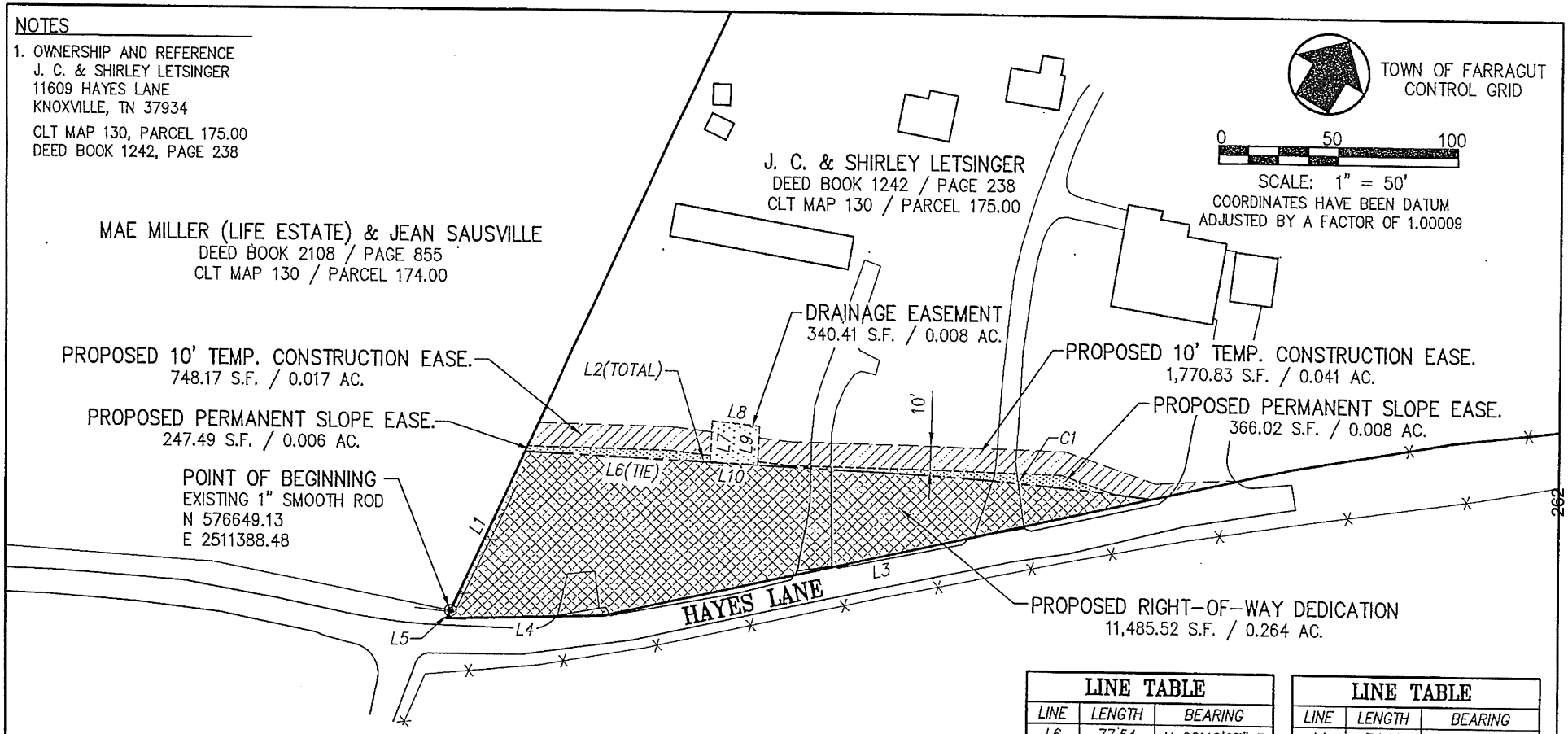
SLOPE EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS

Also conveyed are Slope Easements containing 613.51 square feet, more or less, and Temporary Construction Easements containing 2,519 square feet, more or less, as shown on Exhibit "A".

This description was prepared August 27, 2009 by Cannon & Cannon, Inc., 8550 Kingston Pike, Knoxville, Tennessee 37919 and is based upon a survey by same.

NOTES

1. OWNERSHIP AND REFERENCE
   J. C. & SHIRLEY LETSINGER
   11609 HAYES LANE
   KNOXVILLE, TN 37934
   CLT MAP 130, PARCEL 175.00
   DEED BOOK 1242, PAGE 238



CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	4°24'12"	1477.40'	56.80'	113.55'	N 64°58'13" E 113.52'

LINE TABLE		
LINE	LENGTH	BEARING
L6	77.54	N 62°46'07" E
L7	17.56	N 27°13'53" W
L8	20.03	N 65°49'42" E
L9	16.49	S 27°13'53" E
L10	20.00	S 62°46'07" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	74.16	N 05°25'59" W
L2	150.01	N 62°46'07" E
L3	235.56	S 47°16'36" W
L4	65.60	S 58°17'47" W
L5	3.81	N 05°25'59" W

Cannon&Cannon, Inc.
Consulting Engineers • Field Surveyors
8550 Kingston Pike
Knoxville, Tennessee 37919
Telephone: (865) 670-8555 • Fax: (865) 670-8866
www.cannon-cannon.com

DRAWN BY	JDW
CHECKED BY	RGL
DATE	8/26/2009
SCALE	1"=50'
CCI PROJ. NO.	00263-0057

EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
11609 HAYES LANE
DISTRICT 6, KNOX COUNTY, TENNESSEE
KNOXVILLE, TENNESSEE

C & P

ROW FORM 1
JULY 1990

NEGOTIATOR'S REPORT OF CALL

PROJECT: Knox County / Town of Farragut COUNTY: Knox

PROJECT: TRACT NO.: 12

NAME: J.C. + Shirley Letsinger LANDOWNER [X] TENANT [ ]

ADDRESS TELEPHONE NO. Contact for Closing David Letsinger 740-3882

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH OWNER OR HIS DESIGNATED REPRESENTATIVE. ENTRIES SHOULD INCLUDE THE DATE, THE NAME (S) OF THE PERSON (S) CONTACTED AND A DESCRIPTION OF THE CONTACT. ALL COUNTER OFFERS MADE BY THE OWNER MUST BE NOTED. ENTRIES MUST BE SIGNED AND DATED.

Kelly A. Glandon INITIAL CONTACT August 15, 2010

NEGOTIATOR (PLEASE PRINT) DATE OF CONTACT

REAL PROPERTY OFFER

	NO UNEC. REMNANT	WITH UNEC. REMNANT
A. PURCHASE IMPROVEMENTS:	$ Donation	$
B. OWNER RETAINS IMPROVEMENTS:	$	$

OWNER RETENTION EXPLAINED	YES [ ]	NO [ ]	NA [X]
OWNER INTERESTED IN RETAINING	YES [ ]	NO [ ]	NA [X]
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED	YES [✓]	NO [ ]	NA [ ]
FAIR MARKET VALUE DETERMINATION EXPLAINED	YES [ ]	NO [ ]	NA [ ]

THE FOLLOWING ITEMS WERE PRESENTED: 2 [ ] 3 [ ] STRIP MAP [✓]

COMMENTS

Meet with David Letsinger, JC + Shirley Letsinger, to explain project, plans + donation They will donate the R/W + easements.

Project on Hold per Jim Snowden

Do not close

SUBSEQUENT CONTACTS

March 8, 2011 - Mr Snowden has approved the R/W acquisition. David Letsinger is OK with the donation. Will sent to attorney for closing

Deed to Knox County

RLA-2557 **R-11-8-406**

Commission

Meeting Date: 08/22/2011

Requested By: Tracey Johnson, 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 deeds of easement in the amount of $927.50 payable to Knox County for two permanent utility easements and one temporary construction easement on properties located at 7128 (Parcel ID 021 05815) and 7201 (Parcel ID 021 05121) Tazewell Pike to Hallsdale Powell Utility District for a new sewer line.

(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Easement Agreements

KGIS property maps

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING DEEDS OF EASEMENT IN THE TOTAL AMOUNT OF $927.50 PAYABLE TO KNOX COUNTY FOR TWO PERMANENT UTILITY EASEMENTS AND ONE TEMPORARY CONSTRUCTION EASEMENT ON PROPERTIES LOCATED 7128 (PARCEL ID 021 05815) AND 7201 (PARCEL 021 05121) TAZEWELL PIKE TO THE HALLSDALE POWELL UTILITY DISTRICT FOR A NEW SEWER LINE.

RESOLUTION: **R-11-8-406**

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 Hallsdale Powell Utility District (HPUD) desires to acquire a permanent utility easement and temporary construction easement on property located at 7201 Tazewell Pike and a permanent utility easement on property located at 7128 Tazewell Pike, identified as Knox County CLT Map 021, Parcel 05121 and CLT Map 021, Parcel 05815, respectively, and more particularly described in the Deeds of Easement attached hereto; and

WHEREAS, these easements are necessary for HPUD to construct a new sewer line along Tazewell Pike; and

WHEREAS, Knox County will receive a total of $927.50 for these easements.

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

The Deeds of Easement for the conveyance of permanent utility easements and a temporary construction easement on properties located at 7128 and 7201 Tazewell Pike to the Hallsdale Powell Utility District 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 Deeds of Easement for the conveyance of permanent utility easements and a temporary construction easement on properties located at 7128 and 7201 Tazewell Pike to the Hallsdale Powell Utility District shall be executed subject to such amendment or action not affecting the substantive provisions of the deeds as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Knox County Mayor is hereby authorized to execute any and all documents necessary to effectuate said easement conveyances, 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

McGill ASSOCIATES
Engineering · Planning · Finance
118 Mabry Hood Road, Suite 400 Knoxville, Tennessee 37922

June 3, 2011

Knox County Engineering & Public Works
205 West Baxter Avenue
Knoxville, TN 37917

RE: Easement Acquisition
Sanitary Sewer Force Main
Hallsdale Powell Utility District
Knox County, Tennessee

To Whom It May Concern:

This letter is in regard to Easement Acquisition for a proposed sanitary sewer force main that is to be constructed along Tazewell Pike in Knox County, Tennessee. McGill Associates is the Engineer of Record for this project on behalf of Hallsdale Powell Utility District (HPUD). McGill Associates is currently in the process of acquiring easements for HPUD. The proposed sewer force main will require two permanent sewer line easements from Knox County. The proposed sewer force main will cross Parcel 58.15 and Parcel 51.21. The HPUD is offering $2.50 per linear foot of proposed sewer force main crossing the parcels. The amounts are shown in the table below:

Knox County Easements			
Parcel	Linear Feet of Line	Offer per Linear Foot	Amount
58.15	96	$2.50	$240.00
51.21	275	$2.50	$687.50
		Total Amount	$927.50

Should you have any questions or concerns, please contact me at 865-693-2668.

Sincerely,
McGILL ASSOCIATES, P.A.

Nathan Babelay, P.E.
Project Engineer

cc: Darren Cardwell, Hallsdale Powell Utility District

\\knoxvillesrv\projects\2004\04622 hpud brookfield acres-tazewell pike sewer exten\easements\letters\hpud easements county.doc

INSTRUMENT PREPARED BY
McGILL ASSOCIATES, P.A.

DEED OF EASEMENT

This deed, made this _____ day of _____, 20___, by and between Knox County, Tennessee of Knox County, Tennessee, hereafter called "Grantor," and Hallsdale Powell Utility District, Knox County, Tennessee, hereinafter called "Grantee".

W I T N E S S E T H

THAT WHEREAS, Grantor is the owner of a certain tract(s) of land situated in the eighth Civil District of Knox County, Tennessee;

AND WHEREAS, the Grantee wishes to construct a sewer line on the land hereinafter described;

AND WHEREAS, it is necessary that the agents and employees of the Grantee enter upon the lands hereinafter described for the purpose of constructing, operating and maintaining the improvements;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee the property interests described below, including a perpetual right and easement to construct, operate and maintain a sewer line on the said lands of the Grantor, situated in the eighth Civil District of knox County, Tennessee, being more particularly described as follows:

Description of Permanent Easement:

SITUATED in the Eight Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville and being a Permanent Sewer Line Easement which is more particularly described as follows:

BEGINNING at a point in the easterly right-of-way line of Tazewell Pike corner to Knox County, Tennessee (Deed Book 2033, Page 826) and Donald M. & Rebecca A. Hunley (Instrument No. 200603300081517), said point being approximately S18°23'E 690' from the intersection of the centerline of Tazewell Pike and the centerline of Fairview Road; thence departing said point and continuing coincident with said the divisional line between Knox County, Tennessee and Donald M. & Rebecca A. Hunley N73°25'07"E 22.86' to a point in said divisional line; thence departing said point and continuing across the land of Knox County, Tennessee the following two call: S21°40'05"E 70.12' to a point; thence S25°56'26"W 39.00' to a point in said right-of-way line; thence departing said point and continuing coincident with said right-of-way line with the arc of a curve to the right having a chord bearing and distance of N18°09'44"W 98.63', a radius of 5699.65' and an arc length of 98.63' to the POINT of BEGINNING containing 2,151 square feet more or less.

This description was based on a drawing titled "EASEMENT" by Miller Land Surveying, LLC, (Project #814, file knox.dwg) by Jeffery A. Miller, Tennessee Professional Land Surveyor #1964, 121 South Main Street, Greeneville, Tennessee, 37743.

1. The Grantee shall have the right to clear the permanent easement described above and the right but not the obligation to keep the same clear at all times, and to remove therefrom all brush, trees and other obstructions, and to go upon said permanent easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind. Grantee shall hold harmless and indemnify Grantor from any claims for personal injury or property damage arising out of the use of the easement except to the extent that the claims, if any, are the result of the negligence of the Grantor or its agents or employees.

2. The Grantor shall at all times, other than while the improvements are under actual construction, have the right to use said permanent easement, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Nothing herein contained shall be construed as permitting the erection of a shed, building, structure or other obstruction by the Grantor within said permanent easement or the planting of trees by the Grantor within said permanent easement. Furthermore, additional fill can be placed within the permanent easement by the Grantor only upon prior written consent and approval from the Grantee. In addition, no other utility lines,

including but not limited to, electric, gas, telephone, cable or water lines, can be constructed within the permanent easement except after prior written approval by the Grantee.

3. To the greatest degree possible given the surface improvements, the Grantee agrees to restore the topography of said easement area after installation of the described improvements to approximately and substantially the same condition as existed before said installation.

4. The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the use of the improvements constructed within said permanent easement.

5. The Grantee shall, when reasonable and necessary for the purpose of inspecting, constructing, and repairing said sewer line, have the right to go upon said lands.

TO HAVE AND TO HOLD said property rights and interests unto the County, and its successors in title, forever with respect to the permanent easement.

IN TESTIMONY WHEREOF, the Grantor has hereunto executed this instrument the day and date first above written.

_____

_____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, the within name(s) _____, with whom I am personally acquainted, and who acknowledges that they executed the foregoing instrument for the purpose therein contained and expressed.

WITNESS my hand and official seal at office on
this ____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires:

JOB NO:	814
SCALE:	1"=50'
DATE:	11/28/10
FILE NAME:	knox.dwg
DRAWING TITLE:	EASEMENT

MILLER LAND SURVEYING, L.L.C.
121 SOUTH MAIN STREET
GREENEVILLE, TENNESSEE 37743
PHONE: 423-787-7878
FAX: 423-787-2018
www.mls-llc.com

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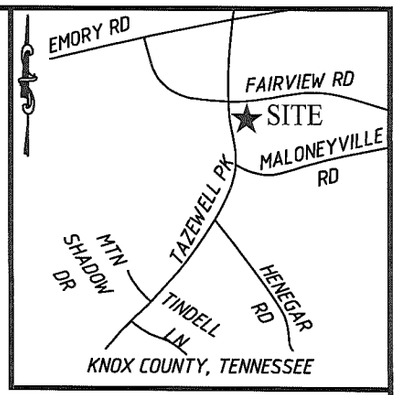
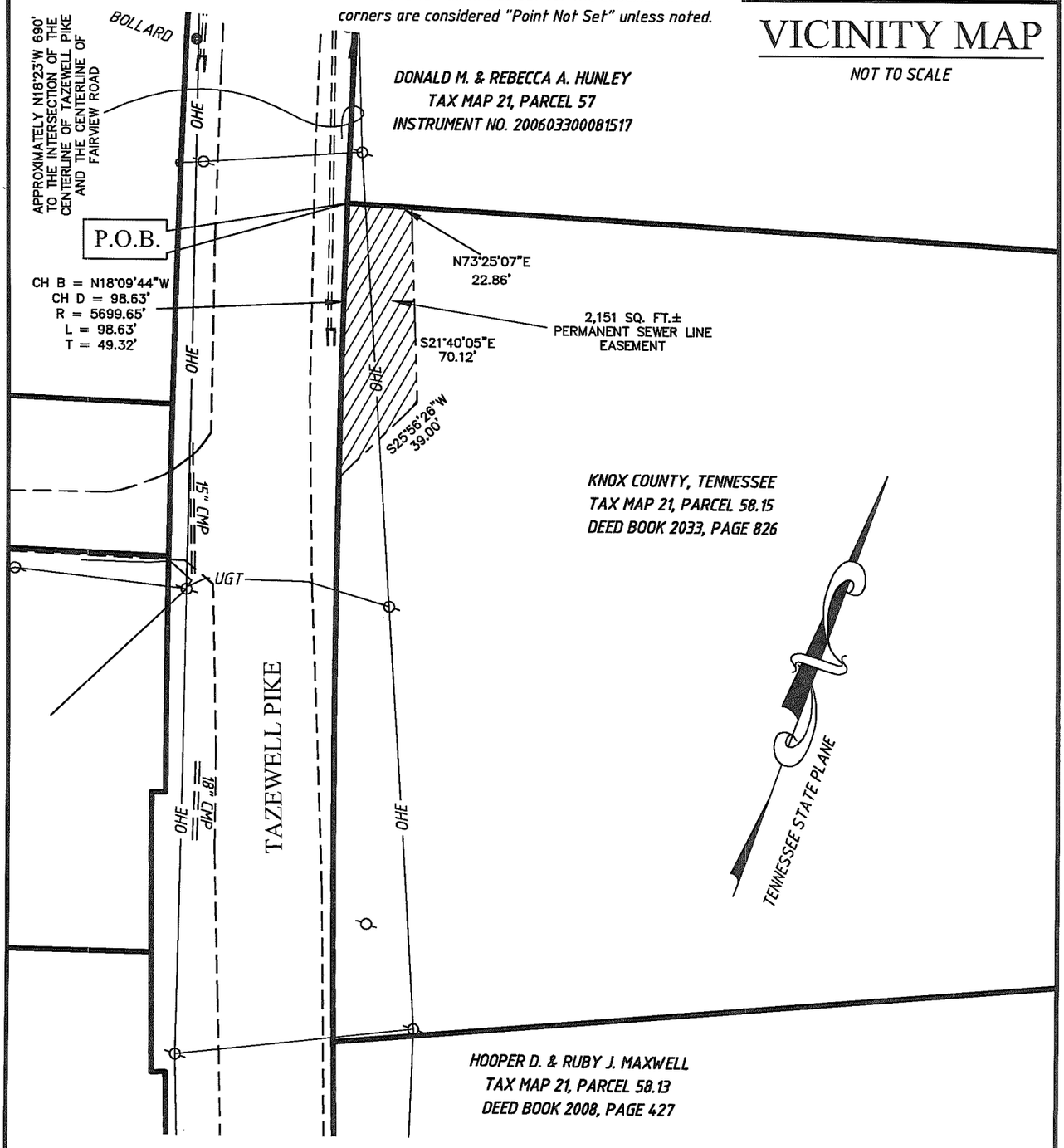
NOTES

1. The information shown hereon was obtained field data provided McGill & Associates in 2010.
2. No boundary or utility survey was performed.
3. No monumentation was set for the easements. All corners are considered "Point Not Set" unless noted.



VICINITY MAP

NOT TO SCALE



LEGEND

⊙	- Property Corner (Found)	OHT	- Overhead Telephone
	- Fence	WM	- Water Meter
-o-	- Power Pole		- Sign
☼	- Lamp Post	(2)	- Quantity
—→	- Guy Anchor	M •	- Mailbox
ETC	- Overhead Electric		

INSTRUMENT PREPARED BY
McGILL ASSOCIATES, P.A.

DEED OF EASEMENT

This deed, made this _____ day of _____, 20___, by and between Knox County, Tennessee of Knox County, Tennessee, hereafter called "Grantor," and Hallsdale Powell Utility District, Knox County, Tennessee, hereinafter called "Grantee".

W I T N E S S E T H

THAT WHEREAS, Grantor is the owner of a certain tract(s) of land situated in the eighth Civil District of Knox County, Tennessee;

AND WHEREAS, the Grantee wishes to construct a sewer line on the land hereinafter described;

AND WHEREAS, it is necessary that the agents and employees of the Grantee enter upon the lands hereinafter described for the purpose of constructing, operating and maintaining the improvements;

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee the property interests described below, including a perpetual right and easement to construct, operate and maintain a sewer line on the said lands of the Grantor, situated in the eighth Civil District of Knox County, Tennessee, being more particularly described as follows:

Description of Permanent Easement & Temporary Construction Easement:

A 10.00 feet wide permanent sewer line easement lying in the Eighth (8^{th}) Civil District of Knox County, Tennessee, said easement lying in the Knox County Property as described in Instrument 200502030061599 of the public records of Knox County, Tennessee. Said easement being more particularly described as follows:

Commencing at a found 5/8" iron pipe on the south bank of the South Fork of Beaver Creek, said point lying North 36°56'26" West, a distance of 683.40 feet from the intersection of the west right-of-way of Tazewell Pike and the north right-of-way of Calvary Way and being the northwest corner of the of the aforementioned Knox County property; Thence South 82°12'39" East along the north line of said Knox County property, said line common with Henry (Instrument 200512200053559), a distance of 9.72 feet to the Point of Beginning; Thence continue South 82°12'39" East along said north line, a distance of 13.37 feet; Thence departing said north line South 33°48'26" East, a distance of 10.94 feet; Thence South 78°59'16" East, a distance of 171.57 feet; Thence South 57°47'55" East, a distance of 72.20 feet; Thence North 77°04'12" East, a distance of 8.95 feet to the aforementioned west right-of-way of Tazewell Pike; Thence South 16°46'59" East along said west right-of-way, a distance of 10.02 feet; Thence departing said west right-of-way South 77°04'12" West, a distance of 13.78 feet; Thence North 57°47'55" West, a distance of 74.49 feet; Thence North 78°59'16" West, a distance of 173.86 feet; Thence North 33°48'26" West, a distance of 23.98 feet to the aforementioned north line of the Knox County property and the Point of Beginning.

Parcel contains 2,749 square feet or 0.06 acres, more or less.

Together With

A temporary construction easement lying in the Eighth (8^{th}) Civil District of Knox County, Tennessee, said easement lying in the Knox County Property as described in Instrument 200502030061599 of the public records of Knox County, Tennessee. Said easement being more particularly described as follows:

Being two (2) 10.00 feet wide strips of land lying adjacent to, parallel with, and on each side of the above described permanent sewer line easement.

It is the intent of the side lines of the above described temporary construction easement to be lengthened or shortened to intersect at the angle points and the property lines of the aforementioned Knox County property.

Parcel contains 5,463 square feet or 0.13 acres, more or less.

The easement descriptions shown hereon are based on the survey prepared by JMC Professional Surveying and Mapping, 195 Hillsborough Lane, Lenoir City, Tennessee, dated the 12th of May, 2011, having Job No. 11-1002-13 and signed by Joseph M. Colvin, Tennessee Registered Land Surveyor #2665.

1. The Grantee shall have the right to clear the permanent easement described above and the right but not the obligation to keep the same clear at all times, and to remove therefrom all brush, trees and other obstructions, and to go upon said permanent easement whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind. Grantee shall hold harmless and indemnify Grantor from any claims for personal injury or property damage arising out of the use of the easement except to the extent that the claims, if any, are the result of the negligence of the Grantor or its agents or employees.

2. The Grantor shall at all times, other than while the improvements are under actual construction, have the right to use said permanent easement, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Nothing herein contained shall be construed as permitting the erection of a shed, building, structure or other obstruction by the Grantor within said permanent easement or the planting of trees by the Grantor within said permanent easement. Furthermore, additional fill can be placed within the permanent easement by the Grantor only upon prior written consent and approval from the Grantee. In addition, no other utility lines, including but not limited to, electric, gas, telephone, cable or water lines, can be constructed within the permanent easement except after prior written approval by the Grantee.

3. To the greatest degree possible given the surface improvements, the Grantee agrees to restore the topography of said easement area after installation of the described improvements to approximately and substantially the same condition as existed before said installation.

4. The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the use of the improvements constructed within said permanent easement.

5. The Grantee shall, when reasonable and necessary for the purpose of inspecting, constructing, and repairing said sewer line, have the right to go upon said lands.

TO HAVE AND TO HOLD said property rights and interests unto the County, and its successors in title, forever with respect to the permanent easement.

IN TESTIMONY WHEREOF, the Grantor has hereunto executed this instrument the day and date first above written.

_____

_____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for the state and county aforesaid, the within name(s) _____, with whom I am personally acquainted, and who acknowledges that they executed the foregoing instrument for the purpose therein contained and expressed.

WITNESS my hand and official seal at office on
this ____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires:

Sewer Line Easement for: Hallsdale-Powell Utility District

A Parcel of Land Lying in the 8th Civil District of Knox County, Tennessee

SURVEYOR'S NOTES

1) THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON OFFICE INFORMATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.

2) THIS SKETCH AND LEGAL DESCRIPTION INCLUDED WITH THIS EASEMENT DOCUMENT SHALL NOT BE VALID UNLESS:

A) PROVIDED IN ITS ENTIRETY CONSISTING OF 3 SHEETS, WITH SHEET 3 BEING THE SKETCH OF DESCRIPTION.

B) REPRODUCTIONS OF THE LEGAL DESCRIPTION AND SKETCH ARE SIGNED AND SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.

3) BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THE KNOX COUNTY PROPERTY AS DESCRIBED INSTRUMENT 200502030061599 OF THE PUBLIC RECORDS OF KNOX COUNTY, TENNESSEE. SAID LINE BEARS SOUTH 82°12'39" EAST. ALL OTHER BEARINGS SHOWN HEREON ARE REFERENCED THERETO.

4) ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. THE COMBINED SCALE FACTOR IS 0.99991990.

CERTIFICATION

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A TENNESSEE LICENSED SURVEYOR)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS SET FORTH BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS IN CHAPTER 0820–3, STANDARDS OF PRACTICE, TENNESSEE CODE ANNOTATE. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE. THE SURVEY IS BASED ON INFORMATION PROVIDED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.

I CERTIFY THAT THIS IS A CATEGORY II SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:7,500 AS SHOWN HEREON.

JOSEPH M. COLVIN
TENNESSEE REGISTERED LAND SURVEYOR
CERTIFICATE NO. 2665

MAY 15, 2011
DATE OF SIGNATURE

KNOX COUNTY SEWER EASEMENT – PARCEL ID#021 05121

No.	Revisions	Date	By

PROFESSIONAL JMC SURVEYING AND MAPPING
195 Hillsborough Lane
Lenoir City, Tennessee 37772
(865) 399-7844
jcolvinsurveyor@gmail.com
Alabama Certificate No. CA-953-LS

SEWER EASEMENT FOR:
HALLSDALE-POWELL UTILITY DISTRICT
8TH CIVIL DISTRICT OF KNOX COUNTY
CORRYTON, TENNESSEE

Scale:	Date:	File & Drawing No:
N/A	5/2011	11-1002-13
Drawn By: J.M.C.	Checked By: J.M.C.	Sheet 1 of 3

Legal Description

Permanent Sewer Line Easement & Temporary Construction Easement

A 10.00 feet wide permanent sewer line easement lying in the Eighth (8th) Civil District of Knox County, Tennessee, said easement lying in the Knox County Property as described in Instrument 200502030061599 of the public records of Knox County, Tennessee. Said easement being more particularly described as follows:

Commencing at a found 5/8" iron pipe on the south bank of the South Fork of Beaver Creek, said point lying North 36°56'26" West, a distance of 683.40 feet from the intersection of the west right-of-way of Tazewell Pike and the north right-of-way of Calvary Way and being the northwest corner of the of the aforementioned Knox County property; Thence South 82°12'39" East along the north line of said Knox County property, said line common with Henry (Instrument 200512200053559), a distance of 9.72 feet to the Point of Beginning; Thence continue South 82°12'39" East along said north line, a distance of 13.37 feet; Thence departing said north line South 33°48'26" East, a distance of 10.94 feet; Thence South 78°59'16" East, a distance of 171.57 feet; Thence South 57°47'55" East, a distance of 72.20 feet; Thence North 77°04'12" East, a distance of 8.95 feet to the aforementioned west right-of-way of Tazewell Pike; Thence South 16°46'59" East along said west right-of-way, a distance of 10.02 feet; Thence departing said west right-of-way South 77°04'12" West, a distance of 13.78 feet; Thence North 57°47'55" West, a distance of 74.49 feet; Thence North 78°59'16" West, a distance of 173.86 feet; Thence North 33°48'26" West, a distance of 23.98 feet to the aforementioned north line of the Knox County property and the Point of Beginning.

Parcel contains 2,749 square feet or 0.06 acres, more or less.

Together With

A temporary construction easement lying in the Eighth (8th) Civil District of Knox County, Tennessee, said easement lying in the Knox County Property as described in Instrument 200502030061599 of the public records of Knox County, Tennessee. Said easement being more particularly described as follows:

Being two (2) 10.00 feet wide strips of land lying adjacent to, parallel with, and on each side of the above described permanent sewer line easement.

It is the intent of the side lines of the above described temporary construction easement to be lengthened or shortened to intersect at the angle points and the property lines of the aforementioned Knox County property.

Parcel contains 5,463 square feet or 0.13 acres, more or less.

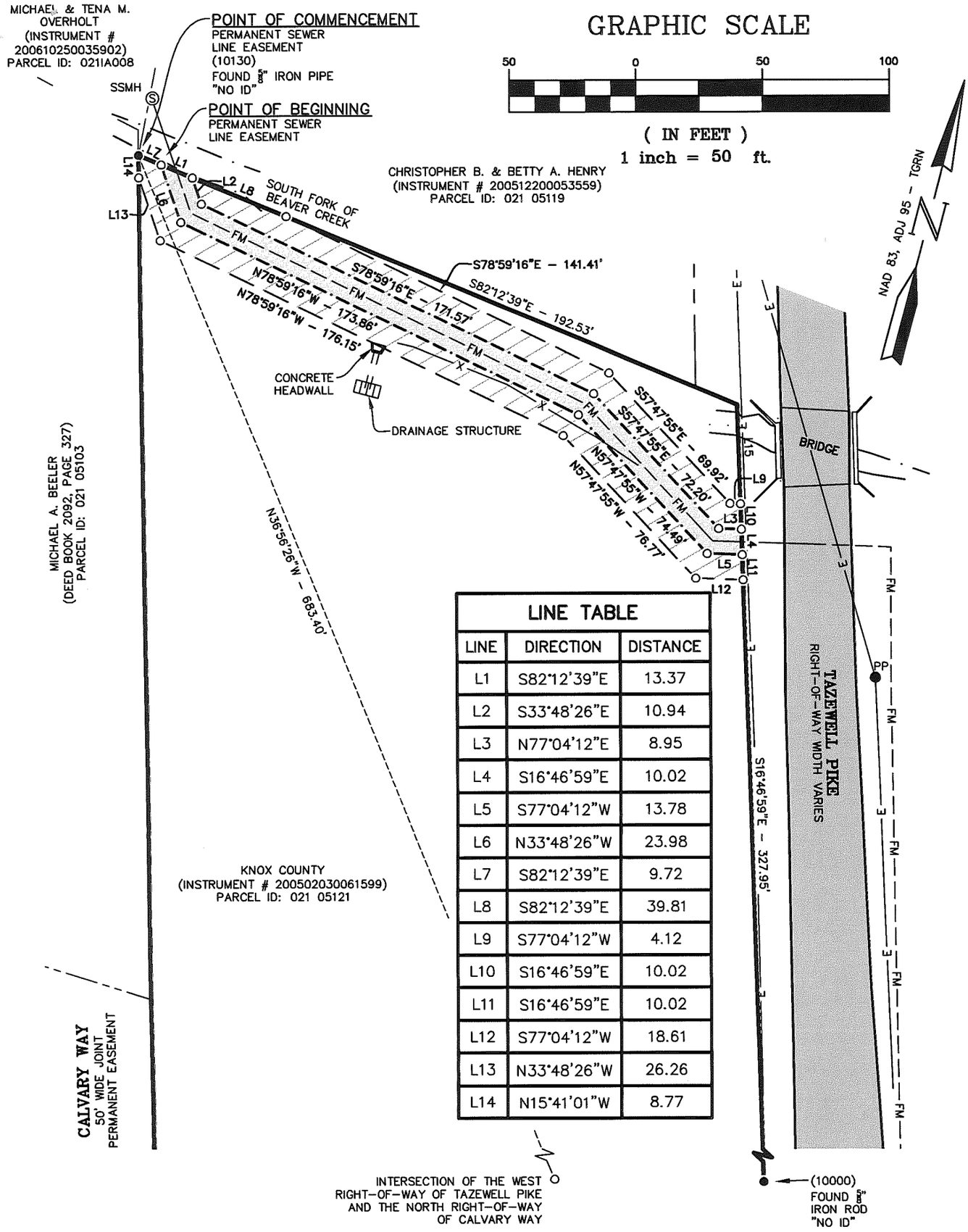
KNOX COUNTY SEWER EASEMENT – PARCEL ID#021 05121

PROFESSIONAL
JMC
SURVEYING AND MAPPING
195 Hillsborough Lane
Lenoir City, Tennessee 37772
(865) 399-7844
jcolvinsurveyor@gmail.com
Alabama Certificate No. CA-953-LS

SEWER EASEMENT FOR:
HALLSDALE-POWELL UTILITY DISTRICT
8TH CIVIL DISTRICT OF KNOX COUNTY
CORRYTON, TENNESSEE

Scale:	Date:	File & Drawing No:
N/A	5/2011	11-1002-13
Drawn By: J.M.C.	Checked By: J.M.C.	Sheet 2 of 3

No.	Revisions	Date	By



GRAPHIC SCALE

50 0 50 100

(IN FEET)

1 inch = 50 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S82°12'39"E	13.37
L2	S33°48'26"E	10.94
L3	N77°04'12"E	8.95
L4	S16°46'59"E	10.02
L5	S77°04'12"W	13.78
L6	N33°48'26"W	23.98
L7	S82°12'39"E	9.72
L8	S82°12'39"E	39.81
L9	S77°04'12"W	4.12
L10	S16°46'59"E	10.02
L11	S16°46'59"E	10.02
L12	S77°04'12"W	18.61
L13	N33°48'26"W	26.26
L14	N15°41'01"W	8.77

AREA STATEMENT

PERMANENT SEWER LINE EASEMENT CONTAINS 2,749 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENTS CONTAIN 5,463 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

THIS IS NOT A BOUNDARY SURVEY

LEGEND

- o =CALCULATED POINT (UNLESS NOTED)
- =PERMANENT SEWER LINE EASEMENT
- =TEMPORARY CONSTRUCTION EASEMENT
- —FM— =PROPOSED SEWER FORCE MAIN
- — E — =OVERHEAD UTILITY LINE
- ●PP =UTILITY POLE
- Ⓢ =SANITARY SEWER MANHOLE

KNOX COUNTY SEWER EASEMENT - PARCEL ID#021 05121

PROFESSIONAL JMC SURVEYING AND MAPPING
195 Hillsborough Lane
Lenoir City, Tennessee 37772
(865) 399-7844
jcolvinsurveyor@gmail.com
Alabama Certificate No. CA-953-LS

SEWER EASEMENT FOR:
HALLSDALE-POWELL UTILITY DISTRICT
8TH CIVIL DISTRICT OF KNOX COUNTY
CORRYTON, TENNESSEE

Scale:	Date:	File & Drawing No:
1"=50'	5/2011	11-1002-13
Drawn By: J.M.C.	Checked By: J.M.C.	Sheet 3 of 3

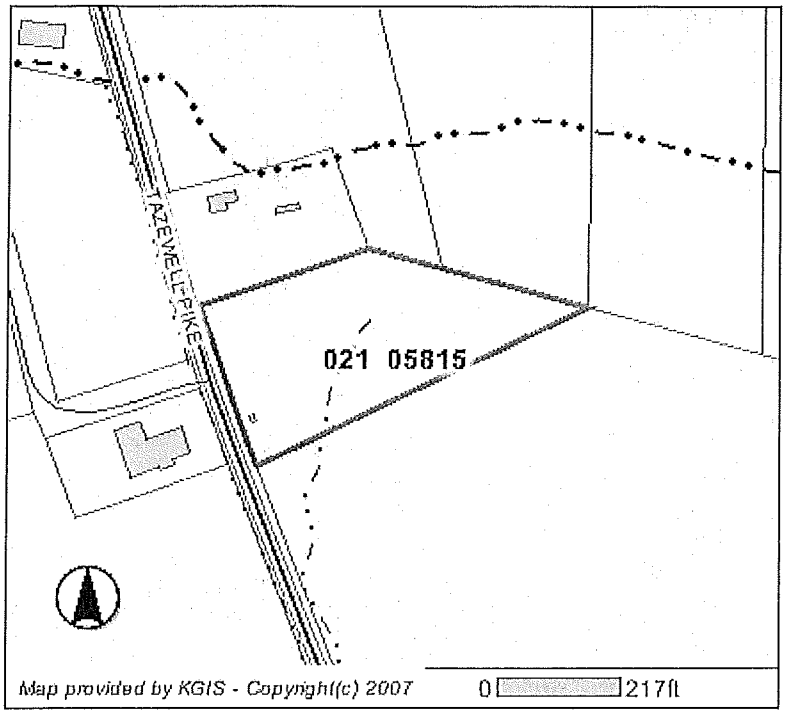
No.	Revisions	Date	By

Drawing Name: Tazwell Pike FM Easement - KNOX COUNTY.dwg

Field Book(s): 103

Page(s): 24-26

7128 TAZEWELL PIKE - Property Map and Details Report



Parcel Information (last updated: 6/21/2011)

Location Address:	7128 TAZEWELL PIKE
CLT Map:	021
Insert:	
Group:	
Condo Letter:	
Parcel:	05815
Parcel ID:	021 05815
Parcel Type:	NORMAL
District:	N8
Ward:	
Subdivision:	JAY E JENKINS & AUBREY C
Recorded Acreage:	2.88
Calculated Acreage:	0.00
Recorded Plat:	L305 - A
Recorded Deed:	2033 - 826
Deed Type:	DEED
Deed Date:	

Address Information (last updated: 6/21/2011)

Site Address:	7128 TAZEWELL PIKE CORRYTON - 37721
Address Type:	GOVT SERVICES
Site Name:	

Owner Information (last updated: 6/21/2011)

KNOX COUNTY
400 MAIN ST
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 (last updated: 6/02/2011)

County:	KNOX COUNTY
City / Township:	

MPC Info (last updated: 5/19/2011)

Census Tract:	64
Planning Sector:	Northeast County
1990 Traffic Zone:	183
2000 Traffic Zone:	183

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts (last updated: 9/13/2010)

Voting Precinct:	81	Gibbs
Voting Location:		Gibbs Primary School 7622 TAZEWELL PIKE
TN State House:	19	Harry Brooks
TN State Senate:	6	Jamie Woodson
County Commission:	8	Dave Wright Ed Shouse Mike Hammond
City Council:		
School Board:	8	Mike McMillan

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones (last updated: 2/1/2011)

Elementary:	GIBBS ELEMENTARY
Middle:	HOLSTON MIDDLE
High (2007):	GIBBS HIGH
High (2008):	

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

Disclaimer.KGIS makes no representation or warranty as to the accuracy of this 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 further covenants and agrees to hold KGIS harmless from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by any user.

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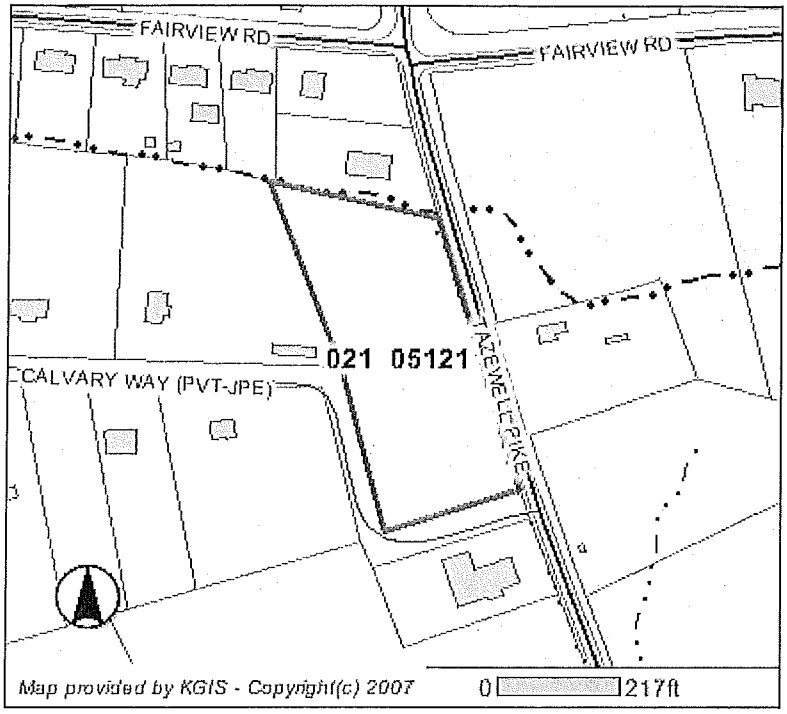
7201 TAZEWELL PIKE - Property Map and Details Report



Parcel Information (last updated: 6/21/2011)

Location Address:	7201 TAZEWELL PIKE
CLT Map:	021
Insert:	
Group:	
Condo Letter:	
Parcel:	05121
Parcel ID:	021 05121
Parcel Type:	NORMAL
District:	N8
Ward:	
Subdivision:	
Recorded Acreage:	0.00
Calculated Acreage:	3.22
Recorded Plat:	
Recorded Deed:	20050203 - 0061599
Deed Type:	WARRANTY
Deed Date:	02/03/2005

Address Information (last updated: 6/21/2011)

Site Address:	7201 TAZEWELL PIKE CORRYTON - 37721
Address Type:	GOVT SERVICES
Site Name:	CONVENIENCE CENTER

Owner Information (last updated: 6/21/2011)

KNOX CO
400 MAIN AVE
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 (last updated: 6/02/2011)

County:	KNOX COUNTY
City / Township:	

MPC Info (last updated: 5/19/2011)

Census Tract:	64
Planning Sector:	Northeast County
1990 Traffic Zone:	184
2000 Traffic Zone:	184

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts (last updated: 9/13/2010)

Voting Precinct:	81	Gibbs
Voting Location:		Gibbs Primary School 7622 TAZEWELL PIKE
TN State House:	19	Harry Brooks
TN State Senate:	6	Jamie Woodson
County Commission:	8	Dave Wright Ed Shouse Mike Hammond
City Council:		
School Board:	8	Mike McMillan

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones (last updated: 2/1/2011)

Elementary:	GIBBS ELEMENTARY
Middle:	HOLSTON MIDDLE
High (2007):	GIBBS HIGH
High (2008):	

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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RLA-2574 **R-11-8-407**

Commission

Meeting Date: 08/22/2011

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Mac's Tire Recycling Inc. at a cost of $50.00 per ton for the processing of waste tires collected by Knox County and generators registered with the State of Tennessee Waste Tire Disposal Program.
(Solid Waste)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH MAC'S TIRE RECYCLING INC. AT A COST OF $50.00 PER TON FOR THE PROCESSING OF WASTE TIRES COLLECTED BY KNOX COUNTY AND GENERATORS REGISTERED WITH THE STATE OF TENNESSEE WASTE TIRE GRANT PROGRAM.

RESOLUTION: **R-11-8-407**

REQUESTED BY: **SOLID WASTE**

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 State of Tennessee Waste Tire Grant Program requires Knox County to provide for the collection and proper recycling of waste tires; and

WHEREAS, Knox County, by and through its Solid Waste Department, desires to contract for the processing of waste tires collected by Knox County at convenience centers and by generators registered with the State of Tennessee; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has been determined that Mac's Tire Recycling Inc. has submitted the most responsive bid of $50.00 per ton.

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

The contract with Mac's Tire Recycling Inc. for waste tire 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 Mac's Tire Recycling Inc. for waste tire 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

Mac's Tire Recycling Inc.

This Contract, made and entered into this _____day of _____ 2011 between Knox County Government, hereinafter referred to as "County" and Mac's Tire Recycling Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Tire Processing Services for Knox County Government (Invitation for Bid #1189) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Vendor agrees and undertakes to provide said services for County, as set forth in the Invitation for Bid, and at the price quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this Contract.** This Contract commences on the 1st day of October 2011 and ends the 30th day of September 2014 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Upon mutual consent of both Knox County and the awarded Contractor this term bid agreement may be renewed for additional two years, one year at a time, for a total of five years.

2. **Payment.** County shall pay Contractor the amount as agreed upon in County's Invitation for Bid #1189 for Tire Processing Services per the Contractor's response to Invitation for Bid #1189, pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the Knox County.

The Contractor agrees to extend any price decreases to the County that may arise from changes to this services.

3. **Invoicing and reporting requirements.** Contractor shall invoice the Knox County Sold Waste Department:

Knox County Solid Waste
Attn: Drew Thurman
205 W. Baxter Ave
Knoxville, TN 37917

4. **Termination.** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than sixty (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 ninety (90) days 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 the Tire 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 Tire 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, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. **Delivery.** Contractor shall render the Tire Processing Services for the Knox County in accordance with Invitation for Bid#1189. The County reserves the right to negotiate the dates and frequency of the advertisements as needed to provide the Best Value for the County.

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. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid#1189 and Addendum I
B. Contractor's Response to Invitation for Bid#1189 and clarification to bid response

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 Government

by: _____
Tim Burchett
Knox County Mayor

Mac's Tire Recycling Inc.

by: _____

Name: _____

Title: _____

Contract #: 11-418
Approved as to Legal Form:

_____
Knox County Law Director's Office
JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR

_____ **Date**

RLA-2532 **R-11-8-601**

Commission

Meeting Date:	08/22/2011		
Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding (MOU) in the amount of $397,546.00 between the Knox County Health Department and the Knox County School System for the continuation of the "In School Health Program" for FY 2011-2012.
(Health Department)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

In School Health MOU

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING IN THE AMOUNT OF $397,546.00 BETWEEN THE KNOX COUNTY HEALTH DEPARTMENT AND THE KNOX COUNTY SCHOOL SYSTEM FOR THE CONTINUATION OF THE "IN SCHOOL HEALTH PROGRAM" FOR FY 2011-2012.

RESOLUTION: R-11-8-601

REQUESTED BY: HEALTH DEPARTMENT

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 Health Department (hereinafter the "Health Department") and the Knox County School System (hereinafter "Schools") desire to continue the "In School Health Program" for Fiscal Year 2011-2012; and

WHEREAS, the "In School Health Program" was established by the Health Department to address the health needs of all public school children in Knox County; and

WHEREAS, the proposed Memorandum of Understanding sets forth the terms and conditions in which these school-based nursing services shall be provided; and

WHEREAS, the Memorandum of Understanding provides that the Health Department shall reimburse Schools for expenditures associated with the program, which reimbursements shall not exceed $397,546.00.

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

The FY 2011-2012 Memorandum of Understanding between the Knox County Health Department and the Knox County School System for the continuation of the "In School Health 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 FY 2011-2012 Memorandum of Understanding between the Knox County Health Department and the Knox County School System for the continuation of the "In School Health 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
KNOX COUNTY HEALTH DEPARTMENT
AND
KNOX COUNTY SCHOOL SYSTEM

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 1st day of, July 2011, by and between Knox County Health Department, hereinafter referred to as KCHD, and Knox County School System, hereinafter referred to as KCSS, which provides school-based nursing services.

RECITALS

A. KCHD has established the **"In School Health Program"** to specifically address the health needs of all public school children in Knox County, Tennessee.

B. The KCSS has a school health services department whose mission is to provide safe delivery of comprehensive school health services to the people of Knox County schools.

C. The KCSS has a Physical Education and Health department whose mission is to develop, implement, coordinate, and evaluate the curriculum in nutrition and health education.

D. KCHD, through the **"In School Health Program,"** desires to provide school nursing services to selected schools assessed to be in need of increased school health nursing services, and nutritional services to the Department of Physical Education and Health.

E. KCHD desires that the school health services department of KCSS provide those needed nursing services to select Knox County schools as determined by KCHD and KCSS based on student nursing needs.

F. KCHD desires that the Department of Physical Education and Health provide nutritional services based on departmental needs as determined by KCHD and KCSS.

G. KCHD desires that the Department of Humanities provide instruction to students in the health education curriculum in the needed subject areas as determined by KCSS and KCHD.

H. KCSS and KCHD have cooperated in services since 1987. The Medical Director for the Health Services Department of KCSS has been either the Director of KCHD or a medical doctor from KCHD.

I. KCHD and KCSS agree that no services shall be provided pursuant to this Memorandum of Understanding except in accordance with applicable federal, state, and local laws and regulations governing the provision of health care services.

SECTION ONE
DURATION AND CANCELLATION

A. **This Memorandum of Understanding will begin on July 1, 2011 and shall extend through June 30, 2012**. This Memorandum of Understanding may be terminated by either party by giving written notice to the other at least sixty (60) days before the effective date of such termination. In that event, KCSS shall be entitled to receive just and equitable compensation for any and all satisfactory authorized work completed as of the termination date. If KCSS fails to fulfill in a timely and proper manner its obligations under the Memorandum of Understanding, or if KCSS shall violate any of the terms of this Memorandum of Understanding, KCHD shall have the right to immediately terminate this Memorandum of Understanding and withhold payments in excess of fail compensation for any and all work completed, and to require KCSS to repay KCHD any funds extended to contravention of such conditions. If KCHD fails to fulfill in a timely and proper manner its obligations under the Memorandum of Understanding, or if KCHD shall violate any of the terms of this Memorandum of Understanding, KCSS shall have the right to immediately terminate this Memorandum of Understanding.

B. This Memorandum of Understanding may be modified only by written amendment executed by the parties hereto and approved by the appropriate official(s).

C. This Memorandum of Understanding shall not be binding upon the parties until it is approved by the Knox County Commission and the Knox County Mayor, and the Knox County Board of Education, and a copy of said approved Memorandum of Understanding delivered to KCSS.

SECTION TWO
SCOPE OF SERVICES

A. Student Services

Outlined in job description, Appendix A., B. and C.

B. Program Guidelines

The goals and objectives establishing program guidelines are outlined in the School Nurse Evaluation Component, the Nutrition Component, and the Health Educator Component plans completed by the respective departmental supervisors.

C. The parties will cooperate in gathering TennCare statistics regarding the Knox County School System. KCHD will provide medical coverage and assistance in obtaining medical supplies for immunization programs, as needed.

D. The Medical Director (Public Health Officer) for the KCHD will approve all medical documents produced by the Health Services Department of KCSS.

E. Collaborate on school-based health projects.

SECTION THREE
EXPENDITURES AND REIMBURSEMENTS

A. KCHD shall reimburse KCSS for expenditures associated with this program, but not to exceed a total **THREE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS ($397,546.00)** during the one (1) year memorandum of understanding period. (See Appendix C. for budget breakdown.) KCSS shall submit a statement of expenditures, with all supporting documentation, on a quarterly basis during the memorandum of understanding year. KCHD will not be responsible for expenses incurred in the previous quarter and not submitted by the 15th of the following month with appropriate documentation, KCHD shall reimburse for all reasonable expenses by the 30th of the month following the quarter in which the expenditures were accrued. For the purpose of this Memorandum of Understanding, allowable expenses shall include direct costs of salaries, and fringe benefits.

B. KCSS shall pay KCHD for medical supplies as described in Section Two, paragraph C. the cost paid by KCHD for said supplies from the manufacturer.

SECTION FOUR
ESSENTIAL TERMS AND CONDITIONS

A. Assurances

1. The books, records and documents of KCSS, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time during normal business hours upon reasonable notice, by KCHD, or their duly appointed representative.

2. KCSS shall, as reasonable requested, submit brief periodic progress reports to KCHD.

3. Both KCSS and KCHD shall maintain strict confidentiality of client medical records and other similar records in accordance with state and federal law and established ethical standards.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signature and have executed this Memorandum of Understanding on_____, 2010 in Knox County, State of Tennessee.

KNOX COUNTY, TENNESSEE

By: _____ _____
Tim Burchett (date)
Knox County Mayor

KNOX COUNTY HEALTH DEPARTMENT

By: _____ _____
Martha Buchanan, MD (date)
Director

KNOX COUNTY SCHOOL SYSTEM

By: _____ _____
Dr. Jim McIntyre (date)
Superintendent

APPROVED AS TO FORM:

Contract No. _____

_____ _____
(date)

APPENDIX A.

REGISTERED PROFESSIONAL NURSE
HEALTH SERVICES

JOB SUMMARY

To assist in the implementation of the Health Services program in Knox County Schools facilities.

QUALIFICATIONS

- Graduate of an accredited Professional School of Nursing with a current Tennessee Registered Nurse License
- At least two (2) years actual nursing experience
- Dependable transportation to various sites
- Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable

RESPONSIBILITIES/JOB DUTIES

- Report to Health Services Supervisor
- Assume primary responsibility for medications given at school
- Consult with physicians and health care providers regarding medications and medical procedures provided at school
- Observe and monitor students for adverse reactions and side effects to medications being received
- Document pertinent medical information on students, as needed
- Conduct screenings and access health status of students
- Serve as resource person in control of communicable diseases
- Interpret health data for school personnel and parents
- Monitor school's compliance with State Health Regulations
- Teach delegated medical skills to non-nursing personnel
- Supervise Licensed Practical Nurses when applicable
- Perform other duties as assigned

APPENDIX B

SYSTEM-WIDE NUTRITION FACILITATOR
INSTRUCTIONAL DEPARTMENT

ESSENTIAL FUNCTIONS

The nutrition facilitator's primary function is to provide focused, specialized leadership for a specific area of the instructional program. This leadership provides essential curricular, instructional, and professional support to teachers, central office staff and building level administrators as all stakeholders seek to provide programs for student success and high levels of student achievement.

QUALIFICATIONS

- Master's Degree
- Minimum of three years experience in actual focus area
- Knowledgeable of effective programs, practices, and assessment tools in the field
- Dependable transportation to various sites
- Such alternatives to the above qualifications as the superintendent may find appropriate and acceptable

RESPONSIBILITIES

- Report to the Supervisor of Physical Education and Health
- Coordinate, develop, implement, and evaluate curriculum in nutrition and health education
- Develop, coordinate, and evaluate in-service training for teachers, administrators, parents, and appropriate others
- Serve as a consult for acquiring and assisting in the coordination of resources integrating nutrition education into the core curriculum
- Work with teachers in evaluating instructional material/supplies for nutrition and health education
- Work with teachers in developing curriculum guides for nutrition and health education
- Assist health supervisor with nutrition and health budget
- Serve as a school system liaison to local community health organizations in program coordination
- Attend elementary and middle schools principal's meetings
- Attend local and regional professional meeting associated with nutrition and health education
- Perform other duties as assigned.

APPENDIX C.

HEALTH EDUCATOR
JOB DESCRIPTION

JOB SUMMARY

Provide instruction to students in the health education curriculum for the district.

QUALIFICATIONS

- Graduate of an accredited University or College with a Bachelor's Degree
- At least 2 years of experience in health education instruction or equivalent experience.
- Must demonstrate competency based on the current job assignment and performance standards as outlined in the appropriate state model.
- Proficient in written and oral communication skills
- Physical ability to endure extended periods of standing and stair climbing
- Must maintain professional appearance and decorum
- Must have dependable transportation to various sites

RESPONSIBILITIES/JOB DUTIES

- Report to the Supervisor of Humanities
- Work collaboratively with other departments, community resourcesand school staff
- Plan and develop health education program outlines incorporating various learning techniques and formats
- Plan and implement the health education curriculum based on "best practices" and State standards for middle and high school students
- Assess student needs for health education
- Develop and analyze data
- Maintain open communication with parents, students, staff and community
- Provide approved information to parents about the health education curriculum
- Seek assistance if unfamiliar with any information
- Maintain confidentiality per HIPPA guidelines
- Establish and maintain satisfactory, respectful working relationships within the school environment
- Perform other duties as assigned by Supervisor and alternatives to the above qualifications/responsibilities as the Superintendent may find appropriate and acceptable

RLA-2548 **R-11-8-602**

Commission

Meeting Date:	08/22/2011		
Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant agreement in the amount of $199,410.00 with the Tennessee Department of Health to provide emergency dental services for uninsured adult.
(Health Department)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT IN THE AMOUNT OF $199,410.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH TO PROVIDE EMERGENCY DENTAL SERVICES FOR UNINSURED ADULTS.

RESOLUTION: **R-11-8-602**

REQUESTED BY: **HEALTH DEPARTMENT**

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 Tennessee Department of Health has awarded Knox County a grant for the provision of emergency dental services for uninsured adults between nineteen (19) and sixty-four (64) years of age for the period beginning July 1, 2011 and ending June 30, 2012; and

WHEREAS, the Knox County Health Department will receive $199,410.00 to provide adult emergency dental services as further described in the attached contract, including but not limited to performing an estimated 6,647 dental extractions; and

WHEREAS, this grant agreement does not require matching funds from Knox County.

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

The grant agreement with the Tennessee Department of Health to provide emergency dental services for uninsured adults 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 the Tennessee Department of Health to provide emergency dental services for uninsured adults 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

GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date	End Date	Agency Tracking #	Edison ID
JULY 1, 2011	JUNE 30, 2012	34345-23312	

Contractor Legal Entity Name	Edison Vendor ID
THE GOVERNMENT OF KNOX COUNTY D/B/A KNOX COUNTY HEALTH DEPARTMENT	2830

Subrecipient or Vendor	CFDA #
☒ Subrecipient ☐ Vendor	N/A

Service Caption (one line only)

PROVISION OF HEALTH CARE SAFETY NET EMERGENCY DENTAL SERVICES FOR UNINSURED ADULT TENNESSEANS AGES 19-64

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	$199,410				$199,410
TOTAL:	**$199,410**				**$199,410**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

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

OCR USE - GG

Speed Chart (optional)	Account Code (optional)
HL00012145	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and, The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of health care safety net emergency dental services for uninsured adult Tennesseans ages nineteen (19) through sixty-four (64), as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee agrees to provide adult emergency dental services as specified in its approved Application for Health Care Safety Net Adult Emergency Dental Services as set forth in Attachment 1, including, but not limited to, performing an estimated Six Thousand Six Hundred Forty Seven (6,647) dental extractions to uninsured adult Tennesseans nineteen (19) through sixty-four (64) years of age.

A.3. The Grantee shall submit to the State a report in the form of Attachment 2, indicating the number of actual extractions to uninsured adults. Reports shall be due as follows:

Reporting Period	Due Date
July 1, 2011 - September 30, 2011	October 15, 2011
October 1, 2011 – December 31, 2011	January 15, 2012
January 1, 2012 – March 31, 2012	April 15, 2012
April 1, 2012 – June 30, 2012	July 15, 2012

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2012. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Ninety Nine Thousand Four Hundred Ten Dollars ($199,410). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices (Attachment 4) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than quarterly, with all necessary supporting documentation, and present such to:

Jeff Grimm, Administrator, Community Health Systems
Tennessee Department of Health
Community Health Systems
4th Floor, Cordell Hull Building
425 5th Avenue, North
Nashville, Tennessee 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Bureau of Health Services, Community Health Systems.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

(4) An invoice under this Grant Contract shall be presented to the State within ninety (90) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-item amount(s) detailed.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and a final grant disbursement reconciliation report within sixty (60) days of the Grant contract end date and in form and substance acceptable to the State (Attachment 5).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the

State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

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

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for

compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

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

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

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

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee

shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.15. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing

standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.16. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.17. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.18. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq*., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.19. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.21. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive

jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jeff Grimm, Administrator, Community Health Systems
Division of Regional and Local Health
Tennessee Department of Health
4th Floor, Cordell Hull Building
425 5th Avenue North
Nashville, TN 37243
E-mail Address: health.tdoh-sns@tn.gov
Telephone # (615) 741-4545
Fax # (615) 253-2100

The Grantee:

Tim Burchett, County Mayor
The Government of Knox County dba Knox County Health Department
140 Dameron Avenue
Knoxville, Tennessee 37917
Email Address: steve.keeton@knoxcounty.org
Telephone # (865) 215-5163
FAX # (865) 215-5295

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

E.6. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. The Grantee warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the grant so that both parties will be in compliance with HIPAA.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and the Grantee in compliance with HIPAA. This provision shall not apply if information received by the State under this grant is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit

smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.8. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

IN WITNESS WHEREOF,

THE GOVERNMENT OF KNOX COUNTY DBA KNOX COUNTY HEALTH DEPARTMENT:

Martha Buchanan, M.D. Director DATE

GRANTEE SIGNATURE **DATE**

Tim Burchett, Knox County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

SUSAN R. COOPER, MSN, RN, COMMISSIONER **DATE**

ATTACHMENT 1

APPLICATION FOR HEALTHCARE SAFETY NET PRIMARY CARE SERVICES/EMERGENCY DENTAL SERVICES

Health Services Admin.
MAY 27 2011
Dept. of Health

Quarterly Reporting Period	Report Due Date
July 1, 2011 - September 30, 2011	October 15, 2011
October 1, 2011 - December 31, 2011	January 15, 2012
January 1, 2012 - March 31, 2012	April 15, 2012
April 1, 2012 - June 30, 2012	July 15, 2012

Grantees will be paid for emergency adult dental services based on a rate (allowable cost) of $30.00 per extraction up to the maximum liability of the Grant.

Submission of an application for a grant does not guarantee the award of a Grant Contract. The determination of grant award rests solely with the State.

NOTE: Healthcare Safety Net grant awards for the period July1, 2011 through June 30, 2012 are subject to appropriation of funding by the Tennessee General Assembly. If the General Assembly does not appropriate funding for safety net grants for Fiscal Year 2011-2012, this Application will be canceled.

II. Applicant Eligibility:
Faith-based, community-based, rural-health, and federally funded centers are eligible to respond to this application.

III. General Instructions:
Applicants must address the information contained in Section IV of this application. Applicants must deliver a signed [**in BLUE INK**] original and four copies of the application to:

Lea Phelps, Application Coordinator
Department of Health
4th Floor, Cordell Hull Building
425 5th Avenue North
Nashville, TN 37243
Telephone: 615-532-2214
Fax: 615-532-2286
Email: health.tdoh-sns@tn.gov

Applications must be signed by an individual empowered to bind the applicant to the provisions of this application and any Grant Contract awarded to it. If applying for multiple clinics, a separate application is required for each clinic site.

Applications must be delivered by 4:30 PM, Central Time on June 9, 2011.

IV. Provider Application: The application consists of four (4) sections. Please complete Sections A and B. Instructions for providing supplemental documents (i.e. letters of support) are provided in Section C. Instructions for returning the provider application are noted in Section D.

A. General Information

1. Applicant Legal Entity Name	THE GOVERNMENT OF KNOX COUNTY

If legal name varies from the name registered with the Tennessee Department of State, please attach an explanation of the relationship between the parties. Address organizational structure, responsibilities of governing body (clinical, fiscal, regulatory compliance, performance improvement, etc.)

2. DBA/Nickname	THE KNOX COUNTY HEALTH DEPARTMENT
3. Type of Center	Other
4. Corporate Status	Other
5. Place of Incorporation (if different from Tennessee)	
6. FEIN	62-6007979
7. State ID Number (As assigned by the Secretary of State, Tennessee Department of State-ONLY IF A CORPORATION)	0000002830
8. Name of Contact	Steve Keeton, DDS, MPH
9.Title of Contact	Director, Oral Health Services
10. Authorized Signatory	Tim Burchett
11.Title, Signatory	County Mayor
12. Clinic Address	140 Dameron Avenue, Knoxville, TN 37917
13. Location County	Knox County
14. Service County (or Counties)	Knox
15. Contact Address	140 Dameron Avenue, Knoxville, TN 37917
16. Contact Telephone	(865) 215-5163
17. Contact Fax	(865) 215-5295
18. Contact E-Mail	steve.keeton@knoxcounty.org
19. Clinic Phone	(865) 215-5110
20. Clinic Fax	(865) 215-5117
21. Web Site	www.knoxcounty.org
22. Applicant or Recipient in Past	Yes ☒ No ☐
23. If yes, Grant Year	FY 2009, 2010, 2011

B. Application Content

1.Please provide days per week that care is provided at the facility. Please include your hours of operation in your answer.

Services are available from Monday - Friday (5 days/week) during the hours of 8:00 AM to 4:30 PM, closed for lunch from 11:30 AM to 12:30 PM daily except for holidays

2. Please list the full time equivalent (FTE) for your clinical staffing. One (1) FTE = 2,080 hours per year based on a 40 hour work week.)

Position:	Dentist	4.75	Position:		

3. Describe the emergency dental services that your center will provide to uninsured adults ages 19-64.

Currently, the Knox County Health Department provides for treatment of dental emergencies for all ages and specifically for the adult (age 21 & up) population who are at or below the Federal Poverty Guidelines. Dental emergency treatment consists of a limited exam for diagnosis and treatment of an acute episode of pain, swelling, hemorrhage, or trauma (i.e., relief of pain and suffering). These may include antibiotic prescriptions and extractions. Additionally, pre-prosthetic surgery is provided as necessary to permit patients to seek full dentures or partials elsewhere.

4. State the length of time your center has provided emergency dental services to uninsured adults.

Knox County Health Department has provided adult dental services to residents meeting income guidelines since approximately 1985.

5. Please describe the process that the facility uses to evaluate and monitor the provision of patient care services.

We utilize the State's Quality Management Guidelines. We conduct annual Patient Satisfaction Surveys. We monitor patient records for quality in addition to tracking productivity data (dashboards). Complains are addressed on an individual basis by the highest level of administration necessary to resolve the matter.

6. State the **ACTUAL NUMBER** of dental extractions provided in your center to uninsured adults ages 19 to 64 during the period July 1, 2010, through March 31, 2011. (Explain any discrepancies in actual extractions vs. grant award from prior year.)

For the period July 1, 2010 through March 31, 2011, a total of 5,944 extractions were provided to uninsured adults age 19 - 64.

7. State the **ACTUAL NUMBER** of unduplicated uninsured adults ages 19 to 64 who received emergency dental extractions at your center during the period July 1, 2010, through March 31, 2011.

For the period July 1, 2010 through March 31, 2011, a total of 2,008 uninsured adults age 19 - 64 received emergency services at KCHD.

8. State the **ESTIMATED NUMBER** of emergency dental extractions to be provided by your center to uninsured adults ages 19 to 64 during the period July 1, 2011, through June 30, 2012.

The estimated number of dental extractions to be provided to uninsured adults age 19 - 64 during the period July 1, 2011 through June 30, 2011 is 7,200.

9. Please describe how your clinic delineates uninsured emergency dental encounters (extractions) by age. If applicable, please state the name of the software program used.

We use EagleSoft practice management software by Patterson Dental.

REPORTS/SERVICE HISTORY/All Providers/By Code/By Date Range/Filter by Age (19 - 64) - Save data in Microsoft Excel (.xls) file, sort data by fee, delete all procedures with fee other than zero, count number of procedures for each extraction code (D7140,D7210, D7220, D7230, D7240)

☒ 10. Is your center in a HPSA?

10.a. If so, where? The Knox County Health Department is located in Census Tract 2 and is designated as a HPSA.

☒ 11. MUA? ☐ 11.a. MUP?

11.b. If so, where? See Attached Page for additional information

12. Please provide a copy of your center's sliding fee scale, if applicable. If your center does not provide services to uninsured adults on a sliding fee scale basis, describe the methodology of how the center charges emergency dental services at a reduced cost to uninsured adults. Please explain how the percentage discount offered to uninsured adults compares to the usual and customary fees charged by the clinic. If your center does not charge uninsured adults (e.g. you are a "free clinic"), please confirm.

A copy of the sliding fee scale is attached. All uninsured adults eligible for the program based on income guidelines will slide to zero pay. There is a $5.00 administrative charge per visit for uninsured adults. The only insured adult patients are those 19 and 20 year old adults that are covered by TnCare Dental and certain Ryan White patients whose income is above our current guidelines.

13. Please verify that services are not denied based on non-payment.

Emergency services are not denied to anyone based on non-payment.

C. <u>Please provide a letter of support from healthcare providers or facilities detailing the services they provide for your center and their willingness to continue to provide services for your center.</u>

D. Signature of Provider Representative:

The representative named in Section IV.A.10. must sign and date the complete Application (**in BLUE ink**). The application and four copies must be delivered to Lea Phelps at the address in Section III by **4:30 PM Central Time on June 9, 2011.**

Signature

5/23/11
Date

Tim Burchett, Knox County Mayor

Printed Name & Title

11. Describe the MUA or MUP your center will serve.

According to the 2000 Census, twelve percent (12%) of Knox County families live in poverty. Families in poverty tend to be concentrated in the inner city where public housing and shelters are more concentrated. Inner city Census Tracts 1 - 7, 9 – 14, 16 – 21, 28, and 30 - 33 are designated MUA's and will be the focus of targeted services that this program will provide due to the prevalence of low-income, and/or homeless adults. See Table that follows:

Poverty, Education, and Economic well-being in Knox County Census Tracts

Census Tract	Population	Percent in Poverty, all Ages	Percent Aged 25+ Without High School Diploma	Percent Unemployment Rate	Median Family Income
KNOX COUNTY	**382,032**	**12.6**	**17**	**4.8**	**$49,182**
1	1,300	47.7	37	9.5	$10,425
2	1,270	43.0	35	23.2	$18,536
3	1,904	30.7	35	6.1	$16,646
4	744	34.3	35	15.4	$15,237
5	2,620	36.0	39	16.5	$15,247
6	2,745	42.9	37	18.5	$10,690
7	1,646	67.3	40	33.1	$7,319
9	7,628	81.0	3	10.8	$8,902
10	1,613	63.3	35	10.4	$10,817
11	2,614	50.9	18	7.4	$11,977
12	969	49.6	35	43.4	$14,191
13	1,382	38.6	36	13.3	$16,528
14	3,301	51.4	48	16.5	$11,305
16	2,935	15.8	34	5.4	$23,627
17	2,764	19.4	41	7.0	$22,875
18	2,317	8.5	49	4.7	$30,721
19	1,856	30.8	32	9.7	$20,395
20	3,389	35.7	31	9.8	$18,714
21	2,561	27.8	31	7.4	$23,986
28	3,863	32.6	35	8.1	$20,969
30	4,326	17.0	22	6.3	$26,899
31	2,880	8.4	18	2.8	$39,788
32	3,024	16.8	26	9.9	$27,008
33	2,190	9.7	23	0.8	$54,000

Source: 2000 U.S. Census – 2010 Census data not available as of this date

TENNESSEE DEPARTMENT OF HEALTH SLIDING FEE SCALE
EFFECTIVE DATE: APRIL 1, 2009

MONTHLY INCOME

% Patient Pays	0%	20%	40%	60%	80%	95%	100%
% of Poverty (FPL)	0-100%	100.01-125%	125.01-150%	150.01-175%	175.01 -200%	200.01-250%	250.1% over
Family Size	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income	Mo. Income
1	0 - 902	903 - 1128	1129 - 1354	1355 -1579	1580 - 1805	1806 - 2256	2257 - OVER
2	0 - 1214	1215 - 1517	1518 - 1821	1822 - 2124	2125 - 2428	2429 - 3035	3036 - OVER
3	0 - 1525	1526 - 1907	1908 - 2288	2289 - 2670	2671 - 3051	3052 - 3814	3815 - OVER
4	0 - 1837	1838 - 2296	2297 - 2756	2757 - 3215	3216 - 3675	3676 - 4593	4594 - OVER
5	0 - 2149	2150 - 2686	2687 - 3223	3224 - 3761	3762 - 4298	4299 - 5372	5373 - OVER
6	0 - 2460	2461 - 3076	3077 - 3691	3692 - 4306	4307 - 4921	4922 - 6152	6153 - OVER
7	0 - 2772	2773 - 3465	3466 - 4158	4159 - 4851	4852 - 5545	5546 - 6931	6932 - OVER
8	0 - 3084	3085 - 3855	3856 - 4626	4627 - 5397	5398 - 6168	6169 - 7710	7711 - OVER
9	0 - 3395	3396 - 4244	4245 - 5093	5094 - 5942	5943 - 6791	6792 - 8489	8490 - OVER
10	0 - 3707	3708 - 4634	4635 - 5561	5562 - 6488	6489 - 7415	7416 - 9268	9269 - OVER

ANNUAL INCOME

Family Size	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income	Annual Income
1	0 - 10830	10831 - 13537	13538 - 16245	16246 - 18952	18953 - 21660	21661 - 27075	27076 - OVER
2	0 - 14570	14571 - 18212	18213 - 21855	21856 - 25497	25498 - 29140	29141 - 36425	36426 - OVER
3	0 - 18310	18311 - 22887	22888 - 27465	27466 - 32042	32043 - 36620	36621 - 45775	45776 - OVER
4	0 - 22050	22051 - 27562	27563 - 33075	33076 - 38587	38588 - 44100	44101 - 55125	55126 - OVER
5	0 - 25790	25791 - 32237	32238 - 38685	38686 - 45132	45133 - 51580	51581 - 64475	64476 - OVER
6	0 - 29530	29531 - 36912	36913 - 44295	44296 - 51677	51678 - 59060	59061 - 73825	73826 - OVER
7	0 - 33270	33271 - 41587	41588 - 49905	49906 - 58222	58223 - 66540	66541 - 83175	83176 - OVER
8	0 - 37010	37011 - 46262	46263 - 55515	55516 - 64767	64768 - 74020	74021 - 92525	92526 - OVER
9	0 - 40750	40751 - 50937	50938 - 61125	61126 - 71312	71313 - 81500	81501 - 101875	101876 - OVER
10	0 - 44490	44491 - 55612	55613 - 66735	66736 - 77857	77858 - 88980	88981 - 111225	111226 - OVER

OFFICE OF COUNTY MAYOR

Knox County Health Department
140 Dameron Avenue, Knoxville, TN 37917-6413

May 17, 2011

To Whom It May Concern:

Knox County Health Department is committed to the continued support for the emergency dental services that are provided by the staff of their dental clinic. Knox County expects to maintain the necessary resources (staff, equipment, facility and administrative support) to permit these services to continue as the need exits.

Sincerely,

Martha Buchanan, M.D.
Director
Knox County Health Department

SK/bg

phone 865.215.5000 • fax 865.215.5295 • health@knoxcounty.org

ATTACHMENT 2

Report of Uninsured Adult Emergency Dental Extractions

For the period ending [circle date(s)]: September 30, 2011, December 31, 2011; March 31, 2012; June 30, 2012

Grantee Name:

_____

Uninsured Adult Extractions:_____

Notes/Definitions:

Adult is age 19 through 64

A dental extraction is the removal of a tooth from its socket in the bone and is reimbursed $30/tooth extracted on individuals ages 19-64.

I certify to the best of my knowledge and belief that the data above are correct.

_____ _____

(Name and Title) (blue ink please) (Date)

ATTACHMENT 3

GRANT BUDGET

(BUDGET PAGE 1)

The Government of Knox County dba Knox County Health Department				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2011, and ending June 30, 2012.				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1	Salaries [2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$199,410	$0.00	$199,410
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings	$0.00	$0.00	$0.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$199,410	$0.00	$199,410

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail attached if line-item is funded.

ATTACHMENT 3 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	**AMOUNT**
Allowable Award for Professional Medical Services: $30 X 6,647 Uninsured Adult Dental Extractions	$199,410
TOTAL	$199,410

STATE OF TENNESSEE

INVOICE FOR REIMBURSEMENT

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD FROM TO
FEDERAL ID#	CONTRACT PERIOD FROM TO 7/1/2011 6/30/2012
CONTRACTING STATE AGENCY Tennessee Department of Health DIVISION NAME/PRGM: Safety Net -Adult Emergency Dental	CONTACT PERSON/TELEPHONE NO.
CONTRACT NUMBER	ACCOUNT/GRANTOR NUMBER

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) NUMBER OF QUARTERLY EXTRACTIONS	(C) REIMBURSEMENT RATE OF $30.00 EACH EXTRACTION	(D) QUARTERLY REIMBURSEMENT AMOUNT	(E) YEAR TO DATE REIMBURSEMENT	GRANT SUBGRANT	ALLOTMENT CODE AND COST CENTER
Salaries							
Benefits							
Professional Fee/Grant & Award	$0.00	0	$30	$0.00			343.45-30
Supplies							
Telephone							
Postage & Shipping							
Occupancy							
Equipment Rental & Maintenance							
Printing & Publications							
Travel/Conferences & Meetings							
Interest							
Insurance							
Specific Assistance to Individuals							
Depreciation							
Other Non Personnel							
Capital Purchase							
Indirect Cost							
SUBTOTAL			$30	$0.00			
Revenue							
TOTAL	$0.00	0	$30	$0.00			

I certify to the best of my knowledge and belief that the data above are correct and that all expenditures were made in accordance with the contract conditions and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for [X] medical services
[ ] non-medical s

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

PROGRAM APPROVAL AUTHORIZED SIGNATURE

FOR FISCAL USE ONLY

Title:

Date:

Title:

Date:

ATTACHMENT: 4

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period
File Names: **Please use the following format when naming files.**
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name
example: davidson county health MARCH 02.xls
Reporting period - the start and end dates of the quarter being reported
Reporting periods are based on the Agency's fiscal year
Grant period - the start and end dates of the contract being reported
Send a report for every quarter even if there is no activity for that quarter
Abbreviations - do not abbreviate the Agency name
Number pages using the "page_____of _____ pages" format

THE WORKSHEET IS NOT PROTECTED
do not overwrite formulas (identified by yellow shading and "0") or change formats
do not overwrite/edit shaded areas (move to the cell beyond the shading for input)
do not add (insert) lines **do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts
Use separate Schedules A & B to report contracts for each granting State agency
Use additional expense and revenue pages for more than 2 contracts
copy all lines & fields to the first blank line below the last line in column A
with the cursor at the start of the added page, use "insert" "page break" for print purposes
reset print range to cover the added page(s) and correct the page numbers
Contract Number is the State Contract Number, NOT the agency program number
Report by program within the State Contract Number within State Department
Summarize programs into totals by State Contract Number and State Department totals
Do not combine State Contract Numbers
One Funding Information Summary and one Schedule C are required from each contractor submitting reports
Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS
Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction
Do not send invoices with expense reports
If refund due, mail reports with check or send note with e-mail that check in the mail

e-mail completed files to: Doug.Curry@tn.gov
e-mail filing replaces mailing forms
Mailing Address:

Doug Curry
Tennessee Department of Health
Fiscal Services
10th Floor - Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37247-0310
Telephone 615-532-7115
FAX 615-741-9533

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages
On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes
Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses
Add lines 1 and 2.

Line 4 Professional Fees
Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies
Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone
Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping
Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy
Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance
Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications
Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel
Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings
Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest
Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance
Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards
Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals
Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation
Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.
Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses
Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases
Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses
Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses
The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses
Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement.*

Line 24 In-Kind Expenses
In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds. Carry forward to Schedule B, Line 38.

Line 25 Total Expenses
The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)
Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds
Add lines 34 through 40

Line 42 Other Program Funds
Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue
Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES AND REIMBURSABLE EXPENSES SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B). The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:
Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:
This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)
Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54) (Equals Schedule B, Line 33)
This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE
In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)
This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES
Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)
The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The “Contractor/Grantee” is the agency receiving the state grant.

The “Contracting State Agency” is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?

YES ___ NO ___

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

_____

_____

Is your organization: _____ A private not-for-profit organization?

_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY DEPARTMENT OF HEALTH REPORT PERIOD _____

Program # 1
Contract Number
Grant Period
Program Name
Service Name

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY DEPARTMENT OF HEALTH REPORT PERIOD _____

Program # 1
Contract Number
Grant Period
Program Name
Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)				
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY DEPARTMENT OF HEALTH REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a	_____				
b	_____				
c	_____				
d	_____				
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses	0.00			
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

RLA-2569 **R-11-8-603**

Commission

Meeting Date:	08/22/2011		
Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with University Physician's Association, Inc. for third party insurance billing services for the Knox County Health Department to expand its ability to bill insurance companies for services provided by the Knox County Health Department and the School Located Vaccination Clinics, also known as the FluMist Program.

(Health Department)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH UNIVERSITY PHYSICIAN'S ASSOCIATION, INC. FOR THIRD PARTY INSURANCE BILLING SERVICES FOR THE KNOX COUNTY HEALTH DEPARTMENT TO EXPAND ITS ABILITY TO BILL INSURANCE COMPANIES FOR SERVICES PROVIDED BY THE KNOX COUNTY HEALTH DEPARTMENT AND THE SCHOOL LOCATED VACCINATION CLINICS, ALSO KNOWN AS THE FLUMIST PROGRAM.

RESOLUTION: **R-11-8-603**

REQUESTED BY: **HEALTH DEPARTMENT**

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 Health Department (the "Health Department") desires to contract for third party insurance billing services; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has been determined that University Physician's Association, Inc. has submitted the most responsive bid; and

WHEREAS, this contract will enable the Health Department to expand its ability to bill insurance providers for services provided by the Health Department and the school located vaccination clinics, also referred to as the FluMist program.

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

The contract with University Physician's Association, Inc. for third party insurance billing 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 University Physician's Association, Inc. for third party insurance billing 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

University Physician's Association, Inc.

This Contract, made and entered into this _1st_ day of September 2011 between Knox County Government, hereinafter referred to as "County" and University Physician's Association, Inc., hereinafter referred to as "Contractor".

Whereas, County requested proposals for Third Party Billing Services for Knox County Government (Request for Proposal #1192) 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 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 bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the _1st__ day of September, 2011 and ends the __31st__ day of August, 2012 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Payment. County shall pay Contractor the amount as agreed upon in County's Request for Proposal #1192 for Third Party Billing Services pursuant to the schedule listed in the Contractor's response listed in Attachment "B".

3. Invoicing and reporting requirements. Contractor shall invoice the Knox County Health Department:

Knox County Health Department
Attn: Pat Findley
140 Dameron Ave
Knoxville, TN 37917

4. Termination. Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty 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 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by County for the Third Party Billing 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 Third Party Billing 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, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Delivery. Contractor shall render the Third Party Billing Services for the Knox County Health Department in accordance with Request for Proposal #1192.

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. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #1192 and Addendum 1
B. Contractor's Response to Request for Proposal #1192 and Addendum 1

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 Government

by: _____
Tim Burchett
Knox County Mayor

Contract #: 11-410
Approved as to Legal Form:

_____
Knox County Law Director's Office

JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR

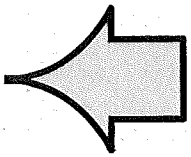
University Physician's Association, Inc.

by: _____

Name: _____

Title: _____

_____**Date**



RLA-2570 **R-11-8-604**

Commission

Meeting Date:	08/22/2011		
Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a lease agreement in the monthly rental amount of $3,800.00 with Jefferson Federal Bank for space known as the Hardy Clinic located at 2202 Martin Luther King Avenue for a four (4) year term beginning July 1, 2011 and ending June 30, 2015.
(Health Department)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Lease

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A LEASE AGREEMENT IN THE MONTHLY RENTAL AMOUNT OF $3,800.00 WITH JEFFERSON FEDERAL BANK FOR SPACE KNOWN AS THE HARDY CLINIC LOCATED AT 2202 MARTIN LUTHER KING AVENUE FOR A FOUR (4) YEAR TERM BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2015.

RESOLUTION: **R-11-8-604**

REQUESTED BY: **HEALTH DEPARTMENT**

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 a lease agreement with the Tennessee Conference Community Development Corporation of the African Methodist Episcopal Zion Church for the lease of space located 2202 Martin Luther King Jr. Avenue, commonly known as the Hardy Clinic (the "Property"); and

WHEREAS, it is necessary for Knox County to enter into a new lease agreement for the Hardy Clinic as Jefferson Federal Bank is now the owner of the Property; and

WHEREAS, the Knox County Health Department is desirous of executing a four (4) year lease of the Property beginning July 1, 2011 and ending June 30, 2015 with a base rent obligation of $3,800.00 per month for the term of the lease.

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

The Lease Agreement with Jefferson Federal Bank for the lease of space known as the Hardy Clinic 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 Lease Agreement with Jefferson Federal Bank for the lease of space known as the Hardy Clinic 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

LEASE AGREEMENT

THIS AGREEMENT is made this the _____ day of _____, 2011, by and between **JEFFERSON FEDERAL BANK** (hereinafter referred to as "LESSOR") and **KNOX COUNTY, TENNESSEE,** a political subdivision of the State of Tennessee (hereinafter referred to as "LESSEE")

W I T N E S S E T H:

Lessor does hereby lease unto Lessee the following described real estate:

SITUATE in the 1ST (formerly 2nd) Civil District of Knox County, Tennessee, and being a 5,150 square foot building (2,575 on each level) located at 2202 Martin Luther King Jr. Ave.

This Lease is subject to the following terms and conditions:

1. Lessee shall pay to Lessor the monthly rent of **THIRTY- EIGHT HUNDRED DOLLARS ($3,800.00)** in lawful money of the United States in advance, on the first (1st) day of each month, without demand. Payment of monthly rental for any fractional part of the month immediately preceding the first calendar month of term of this lease shall be prorated and shall be payable upon the first day of the commencement of the term of this lease. Rent shall be payable at Jefferson Federal Bank, 11916 Kingston Pike, Knoxville, TN 37934, or at such other place as Lessor may designate in writing. The first and last months' rent shall be paid upon execution of the lease.

2. It is the intention of Lessor and Lessee that the rent herein specified shall be net to Lessor during the term of this lease, that taxes (pro rated), insurance (pro rated), maintenance (including Lessee's pro rata share of common area maintenance) and all costs, expenses and obligations of every kind relating to the leased property (except as otherwise specifically provided in this lease) which may arise or become due during the term of this lease shall be paid by Lessee, and that the Lessor shall be indemnified by the Lessee against such costs, expenses and obligations. The net rent shall be paid to Lessor without notice or demand and without abatement, deduction or set-off (except as otherwise specifically provided in this lease).

Any rent payment not made by the tenth (10th) of the month shall be delinquent and interest shall accrue on such payment at the rate of one and one-half (1½%) percent per month.

3. (a) The initial term of this lease shall be for forty-eight (48) months, beginning on the commencement date (defined in paragraph (b) of this article) and ending at 12:00 midnight on a date twelve months thereafter, unless sooner terminated by Lessor as provided herein.

(b) The commencement date shall be July 1, 2011.

4. At all times subsequent to the commencement date of this lease and during its full term, Lessee shall pay its pro-rata share of the cost to insure the building and the building service equipment with the following type of insurance: Fire and extended coverage in an amount equal to one hundred percent (100%) of the full replacement cost of the building and the building service equipment. Any policy providing such coverage shall contain the so-called special coverage all risk endorsement and the full replacement for costs endorsement.

5. After commencement date of the term of the lease, the Lessee shall, at its sole cost and expense, maintain comprehensive general public liability insurance, with limits of at least $300,000.00 - $500,000.00 for bodily injury and $100,000.00 for property damage. Such policy shall name the Lessor and the Lessee as the insureds. Within ten (10) days after the date hereof, Lessee shall deliver to Lessor certificates of insurance certifying that such insurance is in full force and effect.

6. All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insured as their respective interests may appear. All such policies shall, to the extent obtainable, contain an agreement by the insurors that such policies shall, to the extent obtainable, contain an agreement by the insurors that such policies shall not be canceled without at least ten (10) days prior written notice to Lessor and to the holder of any mortgage to whom loss hereunder may be payable.

7. At least ten (10) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this lease, Lessee shall furnish a binder to Lessor renewing each such policy. Each policy and/or binder shall provide for at least ten (10) days notice to Lessor of any change or cancellation thereof. Lessee shall promptly deliver to Lessor a certificate from the insurance carrier evidencing the renewal of the policy and the payment of the premium.

8. Lessee shall pay all charges for water, sewer, gas, electricity, light, heat, power and telephone or other communications services used, rendered or supplied upon or in connection with the leased property, and shall indemnify Lessors against any liability or damages on such account.

9. Lessee covenants that during the term of this lease, Lessee will, at its own cost, keep in good order and repair the building and improvements on said premises. Lessee further shall be responsible for keeping in good order and repair all fixtures and equipment installed by Lessee so as to reasonably prevent damage to the premises by malfunction or failure of such fixtures and/or equipment. Any repairs done to the premises called for under this paragraph shall be made promptly by Lessee, and as when necessary. All repairs and replacements done or required to be done by Lessee herein shall be in quality and class at least equal to the original work. On default of Lessee in making such repairs or replacements, Lessor may, but shall not be required, to make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectable as additional rent.

10. Lessee shall have the right to make changes or alterations to the leased premises, subject to the following conditions:

(a) No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the leased premises.

(b) No change or alteration shall be made involving an expenditure in excess of Five Thousand Dollars ($5,000.00) without the written consent of Lessor.

(c) No change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.

(d) All work done in connection with any change or alteration shall be done in a good workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions, and Lessee shall procure certificates of occupancy and other certificates if required by law.

(e) At all times when any change or alteration is in progress, there shall be maintained, at Lessee's expense, workmen's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor expressly covering the additional hazards due to the change or alteration.

(f) Any improvement to the leased property or any part thereof and any replacement of fixtures and personal property during the term of this lease shall at once become the absolute property of Lessor without payment of any kind therefor; provided, however, fixtures or personal property installed by Lessee may be removed by Lessee where said removal may be done without materially damaging any part of the leased premises.

(g) Lessee shall have no authority to contract for services which shall create a lien on the demised premises. In making any improvements, Lessee shall act only for Lessee and not Lessor. No mechanics or materialmens lien shall attach to the premises except upon a direct contract with Lessor.

11. Lessee further covenants that if said premises at any time be deserted, abandoned or closed or if Lessee defaults for a period of thirty (30) days from paying any installment of rent when due or in performing any covenant, provision or condition herein contained binding upon Lessee, Lessor shall have in addition to all other rights and remedies provided by law, the right, without notice to Lessee, to enter and take possession of the premises, peaceably or by force, and to terminate this lease, and Lessor may relet said premises for the unexpired portion of the term or any part thereof and receive the rent therefor and apply it on the rent due hereunder, and Lessor's actions shall be final and binding upon said Lessee and Lessee agrees to pay promptly to Lessor upon demand at one time or from time to time any difference between the rent payable hereunder and any smaller amounts collected by Lessor from the tenant or tenants to whom said premises may be relet as aforesaid. Termination of the lease shall occur when Lessor mails notice of termination, or when Lessor enters and takes possession of the premises, whichever occurs first.

12. In case of damage by fire or other casualty to the building or improvements to the demised premises, without fault of Lessee, if the damage is so extensive as to amount practically to the total destruction of the leased property or such building, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty without the fault of Lessee, Lessor shall repair the damage within a reasonable time, and if the damage has rendered the leased property untenantable, in whole or in part, it shall be in apportionment of the rent until the damage has been repaired. In determining what constitutes a reasonable time, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

13. If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purpose herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor or the Lessee shall have any rights in or to any award made to the other by the condemning authority.

14. Lessee shall not assign, mortgage or encumber this lease, not sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of Lessor in each instance. If this lease is assigned, or if the leased property or any part thereof is sublet, or occupied by anybody other than the Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Lessee from the further performance by the Lessee of the covenants in this lease. The consent by Lessor to assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent in writing of the Lessor to any further assignment or subletting.

15. Neither the Lessor not an agent of Lessor has made any representations with respect to the leased premises or any real estate of which same may be a part except as expressly set forth herein and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. The taking of possession of the leased premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is" and that the leased premises and the real estate of which same be a part were in good and acceptable condition at the time possession was taken.

16. Lessee covenants that it will, upon the termination of this lease, deliver to Lessor the same premises and all appurtenances thereto peaceably and quietly in as good order and condition as same are or may hereafter be put by Lessor or Lessee, ordinary wear and tear and damage from fire not occasioned by the fault or negligence of Lessee, its agents or employees except.

17. Lessee agrees that any failure of Lessor to insist upon strict observance of any covenant, provision or condition or this lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this lease.

18. Lessor and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the Lessor elects to undertake made necessary by reason of Lessee's default under the terms of this lease, and exhibiting the leased property for sale, lease or mortgage financing.

19. This lease shall be subject and subordinate at all times to the lien of existing mortgages, if any, and of mortgages which hereafter may be made a lien on the leased

property. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of any such mortgages as may be desired by the mortgagee. Lessee hereby appoints Lessor his attorney-in-fact, irrevocably, to execute and deliver any such instrument for and on behalf of Lessee.

20. Lessor shall not be liable for any injury or damage to person or property occurring within the leased premises, unless caused by or resulting from the negligence of Lessor or any of Lessor's agents, servants or employees in the operation or maintenance of the leased property.

21. Should Lessee default on any monetary obligation to Lessor, or at any time during the term of this lease be indebted to Lessor, Lessor shall have a lien upon all personalty of Lessee upon the demised premises to secure all such debts, including but not limited to, unpaid rent.

22. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

23. In construing this lease, feminine or neuter pronouns shall be substituted for those masculine form and vice-versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

24. The covenants, terms, conditions, provisions and undertakings in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each and every case so expressed.

25. The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision or provisions of this lease.

26. This lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or in the simultaneous

writings heretofore referred to. All prior understandings terms or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change modification or discharge is sought.

27. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

28. If tenant continues to occupy the demised premises after the expiration of the term of this lease and landlord elects to accept rent, thereafter, a monthly tenancy terminable by either party on one month's notice shall be created, which shall be at twice the monthly rental specified herein, but otherwise on the terms and conditions as herein specified.

29. Time is of the essence of this lease with respect to each and every article, section and subsection hereof.

30. If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements of which the demised premises form a party, by reason of any act or omission of the other party or its authorized representatives, and not the act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees, court costs, investigation expenses, discovery costs and costs of appeal incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including cost of appeal.

31. (a) If at any time during the term of this lease there shall be filed by or against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of tenant's property, or if Lessee makes an assignment for the benefit of creditors or petitions for, or enters into, an arrangement (any of which are referred to herein as "a bankruptcy event"), then the following provisions shall apply:

(i) At all events any receiver or trustee in bankruptcy shall either expressly assume or reject this lease within sixty (60) days following the entry of an "Order for Relief", or obtain an extension of time in which to assume or reject.

(ii) In the event of an assumption of this lease by a debtor or by a trustee, such debtor or trustee shall, if required by the bankruptcy court, within fifteen (15) days after such assumption (1) cure any default or provide adequate assurances that defaults will be promptly cured; and (2) compensate Lessor for actual pecuniary loss or provide adequate assurances that compensation will be made for actual pecuniary loss; and (3) provide adequate assurance of future performance.

(iii) Where a default exists in this lease, the trustee or debtor assuming the lease may not require Lessor to provide services or supplies incidental to the lease before its assumption by such trustee or debtor, unless Lessor is compensated under the terms of the lease for such services and supplies provided before the assumption of the lease.

(iv) The debtor or trustee may only assign this lease if: (1) it is assumed; and (2) adequate assurance of future performance by the assignee is provided, whether or not there has been a default under the lease. Upon assignment by the debtor or trustee the obligations of the lease shall be deemed to have been assumed and the assumptor shall execute an assignment agreement on request of Lessor.

(v) The parties agree that in the event of a bankruptcy the fixed minimum rental shall be deemed to be fair market rental for the demised premises.

(vi) Lessor specifically reserves any and all remedies available to Lessor in other sections of this agreement hereof or at law or in equity in respect of a bankruptcy event by tenant to the extent such remedies are permitted by law;

(b) Notwithstanding anything contained in this section or elsewhere in this lease to the contrary, in the event of a bankruptcy event involving either Lessor or Lessee, or both, Lessor may not seek to terminate this lease without the consent of Lessor's first lien mortgagee; and any such action or election by Lessor without the consent of Lessor's first lien mortgagee will be void and of no force or effect as to Lessee.

32. Lessee shall not install, or permit to be installed, any underground storage tanks nor shall Lessee store or permit to be stored, any hazardous product in, on, under or about the demised premises. Lessee shall at all times observe all environmental laws and regulations. Any breach of this section, or violation of any regulations, rules, or guidelines of any state or federal agency shall constitute a breach of this lease and give the Lessor the right to terminate the lease and pursue all remedies against the Lessee.

33. Any notices required or permitted herein shall be sent as follows: for Lessor, 11916 Kingston Pike, Knoxville, Tn 37934, att: Benny Headrick; for Lessee, _____. , att: _____.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

JEFFERSON FEDERAL BANK

BY:_____

KNOX COUNTY, TENNESSEE

BY:_____
Tim Burchett, Knox County Mayor

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be _____ of JEFFERSON FEDERAL BANK, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation thereto by himself as such officer.

Witness my hand and official seal in said county this the _____ day of _____, 2011.

My Commission expires:
_____

_____
Notary Public

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for the state and county aforesaid, personally appeared TIM BURCHETT, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the MAYOR OF KNOX COUNTY, TENNESSEE, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of said corporation thereto by himself as such officer.

WITNESS my hand and official seal at office in said county on this the _____ day of _____, 2011.

My Commission expires:
_____

_____
Notary Public

RLA-2568 **R-11-8-605**

Commission

Meeting Date:	08/22/2011		
Submitted For:	Martha Buchanan	Requested By:	Barbara Grass, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	YES
Appropriation Required:	NO		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Professional Services Agreement with Medical Solutions to provide temporary clinical and non-clinical support to the Knox County Health Department for the School Located Vaccination Clinics, also known as the FluMist Program, and as necessary to supplement the Health Department during influenza season from September 2011 through January 2012.

(Health Department)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Agreement

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MEDICAL SOLUTIONS TO PROVIDE TEMPORARY CLINICAL AND NON-CLINICAL SUPPORT TO THE KNOX COUNTY HEALTH DEPARTMENT FOR THE SCHOOL LOCATED VACCINATION CLINICS, ALSO KNOWN AS THE FLUMIST PROGRAM, AND AS NECESSARY TO SUPPLEMENT THE HEALTH DEPARTMENT DURING INFLUENZA SEASON FROM SEPTEMBER 2011 THROUGH JANUARY 2012.

RESOLUTION: **R-11-8-605**

REQUESTED BY: **HEALTH DEPARTMENT**

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 Health Department desires to enter into a contract for 1) temporary clinical and non-clinical support for the school located vaccination clinics, also referred to as the FluMist Program, from September 2011 through January 2012 and 2) support as necessary at the Knox County Health Department during influenza season; and

WHEREAS, a professional services agreement has been negotiated with MedicalSolutions for the aforementioned services; and

WHEREAS, MedicalSolutions has the necessary capabilities to assist the Knox County Health Department in implementing the FluMist Program.

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

The agreement with MedicalSolutions for temporary clinical and non-clinical support relative to the FluMist 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 MedicalSolutions for temporary clinical and non-clinical support relative to the FluMist 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

MedicalSolutions®

Knox Co Health Dept — Pricing Agreement

Bill Rates:

Medical Clinical (LPN/RN)	$24.02
Medical Clerical	$17.09

The bill rates include all state and federal unemployment taxes, workers compensation, medical liability insurance and the employer's portion of FICA tax.
MedicalSolutions also includes the following:

- HIPAA orientation for all temporary employees
- OSHA/Blood borne pathogen training for all employees, which includes current inoculation standards.
- Drug screening and background check on all temporary employees
- MedicalSolutions will perform appropriate prescreening, skill testing, licensure verification [where applicable] and reference checking.

Staffing

- MedicalSolutions would like to provide LPNs and medical clerical employees to KCHD for the duration of the Flu Mist project from September thru January 2012.
- In addition we would be happy to work with KCHD in supplying LPNs and clerical support for clinic staffing needs at any time KCHD determines they need additional support personnel.
- We will have at least 2 staffing supervisors as backup to ensure continuity in staffing this project. We plan on having them attend the scheduled KCHD orientation.
- KCHD agrees to a minimum 4 hours per assignment.
- If KCHD decides that they have an interest in hiring a MedicalSolutions employee they will contact us to discuss terms of hire.

Billing Terms and Conditions

- MedicalSolutions will bill KCHD weekly. KCHD agrees to pay all invoices upon receipt. If any items on an invoice are questioned, KCHD will notify MedicalSolutions within 7 days of the date of invoice in question and then will pay the balance of the invoice immediately. KCHD will notify MedicalSolutions upon request for different terms of payment. The billing address is Staffing Solutions P.O. Box 934367 Atlanta, GA 31193-4367. This address will be on all invoices.
- Overtime will be paid to MedicalSolutions' employees for the hours worked in excess of 40 hours during the Monday through Sunday workweek at time and one-half the total pay respectively as required by law.

The pricing structure quote is confidential information and cannot be divulged without the written permission of MedicalSolutions.

_____ _____

Knox County Health Department **Date**

_____ _____

MedicalSolutions **Date**

RLA-2509 **R-11-8-701**

Commission

Meeting Date:	08/22/2011
Requested By:	Doug Bataille, PARKS AND RECREATION
Department:	PARKS AND RECREATION
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 in the amount of $72,898.00 with Knoxville Football Officials Association for providing officials to the Knox County Parks & Recreation Department's Youth Football Program. *(Parks and Recreation)*

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT IN THE AMOUNT OF $72,898.00 WITH THE KNOXVILLE FOOTBALL OFFICIALS ASSOCIATION FOR PROVIDING OFFICIALS TO THE KNOX COUNTY PARKS & RECREATION DEPARTMENT'S YOUTH FOOTBALL PROGRAM.

RESOLUTION: **R-11-8-701**

REQUESTED BY: **PARKS & RECREATION**

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 Parks and Recreation Department's youth football league enrolls over 150 teams annually at several Knox County parks; and

WHEREAS, in furtherance of this program, it is necessary for Knox County to contract with an independent contractor for the purpose of providing certified, trained youth football officials; and

WHEREAS, a professional services contract in the amount of $72,898.00 has been negotiated with the Knoxville Football Officials Association to provide officiating services as detailed in the attached contract for the 2011 program year.

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

The contract with the Knoxville Football Officials Association for providing officials to the Knox County Parks and Recreation Department's youth football 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 contract with the Knoxville Football Officials Association for providing officials to the Knox County Parks and Recreation Department's youth football 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

Knox County Government
And
Knoxville Football Officials Association

THIS CONTRACT made and entered into this 1st day of July 2011, by and between KNOX COUNTY GOVERNMENT, 400 Main Street, Knoxville, Tennessee 37902, through its governing body and authorized representatives, hereinafter referred to as "County" and KNOXVILLE FOOTBALL OFFICIALS ASSOCIATION, hereinafter referred to as "contractor."

WITNESSETH

WHEREAS, the County has requested certified, trained youth football officials, and

WHEREAS, the County deems it necessary to contract with and Independent Contractor for the purpose of providing the aforementioned services; and

WHEREAS, the Contractor is capable of providing this need; and

NOW, THEREFORE in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into contract to set forth their representative rights and obligations do mutually agree:

That the County shall employ the contractor as an "Independent contractor" for the purpose of providing officials to the Knox County Recreation Department Metro Youth Football League.

That the Contractor will furnish certified, TSSAA Football officials and provide, as requested, the following duties:

A. **ALL KNOX METRO YOUTH OFFICIALS WILL BE SUBJECT TO A BACKGROUND CHECK. KNOX COUNTY PARKS AND RECREATION DEPARTMENT AND THE KNOX COUNTY SHERIFF'S DEPARTMENT WILL ADMINISTER BACKGROUND CHECKS. FORMS WILL NEED TO BE RETURNED TO PARKS & RECREATION BY FRIDAY, AUGUST 19TH, 2011.**
B. Assist the COUNTY staff with training, scheduling, supervision, and evaluation of sport officials.
C. All administrative duties concerning the contracted officiating services including payment of the officials.

1. CONTRACT PRICE. The County will pay the contractor a per official per game not-to-exceed fee for services over the term of the contract. Payment is scheduled as follows:

I. Jamborees, Regular Season & Playoffs

A. Jr. Hopper	(7yr. Old)	83 games @ $62/game	$5,146
B. Hopper	(8yr. Old)	83 games @ $62/game	$5,146
C. Cutter	(9yr. Old)	108 games @ $62/game	$6,696
D. Minor Pee Wee	(10yr. Old)	94 games @ $62/game	$5,828
E. Pee Wee	(11yr. Old)	108 games @ $62/game	$6,696
F. Junior Midget	(12yr. Old)	58 games @ $62/game	$3,596
G. Senior Midget	(13yr.&14yr)	94 games @ $125/game	$11,750
H. Clock Operation		614 games @ $15/game	$9,210
I. Chain Crews		614 games @ $20/game	$12,200
J. Jamboree Games		40 games @ $62/game	$2,480
		Sub Total	**$68,748**

II. FOOTBALL, season Miscellaneous Operating expenses

Insurance	$ 750.00	
Postage and Mailing Supplies	$ 300.00	
Booking Fee	$3,100.00	
	Sub Total	**$ 4,150.00**
	Total	**$72,898.00**

FOOTBALL SEASON, JAMBOREE, AND MISCEELANEOUS EXPENESES TOTAL NOT TO EXCEED: Seventy two thousand eight hundred ninety eight dollars ($72,898.00)

2. TERM. This agreement is effective the tenth day of August 2011, and shall cease on the twenty-seventh day of November 2011. The COUNTY shall furnish to the CONTRACTOR a schedule of youth-league football games. The CONTRACTOR shall furnish to the COUNTY the name and telephone number of the CONTRACTORS representative to be called for weather and holiday related amendments to the schedule. The COUNTY agrees to pay estimated amount by August 22nd, 2011 CONTRACTOR agrees to the send an itemized invoice to indicate additional charges or refund of any unused funds by November 27, 2011.

3. INSURANCE. The CONTRACTOR shall carry insurance in the limits as prescribed in the Insurance Checklist, Attachment A of this agreement.

4. TERMINATION. The COUNTY may terminate this agreement upon thirty days written notice, with or without cause.

5. APPROPRIATIONS. In the event no funds are appropriated by the COUNTY for the work in any fiscal year or insufficient funds exist to operate the system, then the Agreement shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no forth obligations owed to or by either party.

6. ADDITIONAL SERVICE LOCATIONS. The COUNTY reserves the right to add additional services at various sites upon mutual consent of both parties, at a mutually agreed upon schedule of terms and conditions and price.

7. COMPLIANCE with all Federal, State, and Municipal Laws. The CONTRACTOR is assumed to be familiar with and agrees that at all times he agrees to observe and comply with all Federal, State, and local laws, statues, ordinances, and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Serverability Clause. If any provision of this Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and effect.

9. Prohibition against Assignment. The CONTRACTOR shall not assign the AGREEMENT to any party, company, partnership, incorporation, or person without prior specific written consent of the COUNTY.

10. This Agreement shall be governed by the laws of the State of Tennessee as to both interpretation and performance.

11. INDEMNIFACTION. CONTRACTOR, its agents, employees, successors and assigns shall indemnify and hold harmless the COUNTY, its agents and employees from any and all liability to CONTRACTOR, its agents or employees or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this Agreement, except where the proximate cause of such injury, damages, or loss was the sole negligence of the COUNTY, its agents or employees.

CONTRACTOR, its agents, employees, successors and assigns shall indemnify and hold the COUNTY harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the COUNTY alleging liability referenced above including, but not limited to, cost, fees, attorneys fees, and other expenses of any kind whatsoever arising in connection with the defense of the COUNTY and shall assume and take over the defense of the COUNTY in any such claim, demand, suit, or cause of action upon timely notice and demand of same by the COUNTY except where the proximate cause of such injury, damage or loss was the sole negligence of the COUNTY, its agents or employees.

CONTRACTOR, its agents, employees, successors and assigns shall save, indemnify and hold the COUNTY harmless and pay all judgment that shall be rendered in any such actions, suits, claims, or demands against the COUNTY alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of the COUNTY, its agents or employees.

ENTIRE AGREEMENT

THIS AGREEMENT REPRESENTS the entire agreement 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 WHERE OF, the parties hereto have caused this Agreement to be executed in one original copy on the day and year first above written.

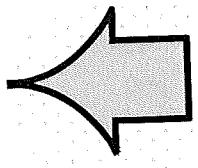
KNOX COUNTY GOVERNMENT

BY: _____
TIM BURCHETT
KNOX COUNTY MAYOR

CONTRACTOR: KNOXVILLE FOOTBALL OFFICALS ASSOCIATION

BY: _____
HOWARD RUSSELL

APPROVED AS TO LEGAL FORM:
Contract# 11-419



_____
KNOX COUNTY LAW DIRECTOR

_____
Date

JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR

RLA-2531 **R-11-8-702**

Commission

Meeting Date:	08/22/2011
Requested By:	Doug Bataille, PARKS AND RECREATION
Department:	PARKS AND RECREATION
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 a grant agreement in the amount of $80,000.00 with a $20,000.00 in-kind services match with the Tennessee Department of Environment and Conservation and the City of Knoxville to construct the Bearden Circle Greenway.
(Parks and Recreation)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Bearden Loop Greenway Contract

Bearden Loop Greenway MOA

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT IN THE AMOUNT OF $80,000.00 WITH A $20,000.00 IN-KIND SERVICES MATCH WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE CITY OF KNOXVILLE TO CONSTRUCT THE BEARDEN CIRCLE GREENWAY.

RESOLUTION: **R-11-8-702**

REQUESTED BY: **PARKS & RECREATION**

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 and the City of Knoxville have cooperated in seeking a grant under the Tennessee Recreational Trails Program for the construction of the Bearden Circle Greenway, which includes construction of a paved greenway, landscaping and amenities at Bearden Elementary School (the "Project"); and

WHEREAS, the Tennessee Department of Environment and Conservation has awarded Knox County and the City of Knoxville said grant in the amount of $80,000.00 for the Project, with the County serving as lead applicant and land owner for the Project, assuming accountability to receive reimbursements and being responsible for the completion of the project, and the City providing $20,000.00 of in-kind engineering services to include surveying, layout, and design in coordination with Knox County.

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

The grant agreement from the Tennessee Department of Environment and Conservation to the City and the County for the construction of the Bearden Circle Greenway 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 from the Tennessee Department of Environment and Conservation to the City and the County for the construction of the Bearden Circle Greenway 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

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF KNOXVILLE/KNOX COUNTY

This Grant Contract, by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" and City of Knoxville/Knox County, hereinafter referred to as the "Grantee," is for the provision of Bearden Circle Greenway, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID #: 0000002699.

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee shall construct a paved greenway that is approximately 2,500 linear feet by 10 feet wide at Bearden Elementary school.

A.3. The Grantee shall develop landscaping and amenities on site.

A.4. The Grantee shall ensure that all professional architectural/engineering work shall be performed by appropriately licensed firms.

A.5. The Grantee agrees to comply with the provisions of the Recreational Trails Program Manual.

A.6. The Grantee has been provided a copy of the Recreational Trails Program Manual.

A.7. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).

A.8. Incorporated herein as Attachment B is an agreement between City of Knoxville and Knox County, duly signed by each party. The agreement provides that the Knox County will serve as lead applicant and will serve as land owner for this project. Knox County will assume accountability to receive reimbursements and will be responsible for project completion. Knoxville will be responsible for engineering services to include surveying, layout, and design in coordination with Knox County.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning September 15, 2011, and ending on September 14, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eighty Thousand Dollars ($80,000.00). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable

taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Recreation Educational Services Division
Tennessee Department of Environment and Conservation
10th Floor, L & C Tower
401 Church Street
Nashville, TN 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Environment and Conservation Recreation Educational Services Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service

described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is

provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

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

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services

completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," “Lobbying,” "Nondiscrimination," “Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

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

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

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

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

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

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon

request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall

be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq*., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gerald Parish, Interim Director
Recreation Educational Services Division
10th Floor, L & C Tower
401 Church Street
Nashville, TN 37243
Email Address: Gerald.Parish@tn.gov
Telephone # (615) 532-0748
FAX #: (615) 532-0778

The Grantee:

The Honorable Tim Burchette
Mayor, Knox County
400 Main Street
Knoxville, TN 37902
E-mail: Rebekahjane.justice@knoxcounty.org

Phone: (865) 215-6610
FAX: (865) 215-6603

The Honorable Daniel T. Brown
City of Knoxville
P.O. Box 1631
Knoxville, TN 37901
E-mail: dyoung@cityofknoxville.org
Phone: (865) 215-2807
FAX: (865) 215-2068

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Drug Free Workplace. The Grantee hereby certifies that it will maintain a drug-free workplace and will comply with the Drug-Free Workplace Act of 1988 (41USC 701 et seq.) and its rules and regulations.

E.8. The Grantee shall also comply with the applicable Federal statutes, regulatory requirements and policies not limited to:

a. Flood Disaster Protection Act of 1973.
b. National Historic Preservation Act of 1966 as amended.
c. Equal Opportunity Construction Contract Specifications 41 CFR 60-4.3.
d. American With Disabilities Act of 1990.
e. Copeland Act (40 U.S.C. 276c)
f. Davis-Bacon Act (40 U.S.C. 276c)
g. Contract Work Hours and Safety Standards Act (40 U.S.C. 333)
h. Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended)
i. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq. as amended)
j. Buy American as contained in 23 CFR 635.410(b) as amended by 1991 ISTEA (There is a threshold exemption if the iron or steel is less than .1 percent of the contract or $2500, whichever is higher.)
k. Endangered Species Act of 1973
l. Disadvantaged Business Enterprises requirements. (49 CFR 26)
m. Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970.

E.9. Construction. The Grantee agrees to proceed with construction necessary to this project within 180 days from the date of the Grant approval, as defined by Section D.1. of this Grant. Satisfactory compliance with this requirement shall be the start of actual construction. If Grantee fails to proceed within the said 180 days, the Commissioner of Environment and Conservation may at his/her discretion, cancel and/or withdraw the Grant. Judgment as to what constitutes a satisfactory act of construction is within the sole discretion of the Commissioner of Environment and Conservation.

E.10. Grantee must comply with all provisions and requirements of environmental review(s), conducted by all state and federal agencies pursuant to the grant application process, which may include any or all of the following agencies: U.S. Army Corps of Engineers, Tennessee Historical Commission, U.S. Fish and Wildlife Service, Division of Remediation, Division of Resource Management, Underground Storage Tanks, Water Pollution Control, and/or the Division of Archaeology.

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.

c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF KNOXVILLE:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

KNOX COUNTY:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER **DATE**

GRANT BUDGET				
City of Knoxville/Knox County – Recreational Trails Program				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	**BEGIN: September 15, 2011**		**END: September 14, 2014**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	$8,000.00	$1,900.00	$9,900.00
4, 15	Professional Fee, Grant & Award [2]	$2,400.00	$600.00	$3,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	$69,600.00	0.00	$69,600.00
22	Indirect Cost	0.00	0.00	
24	In-Kind Expense	0.00	$17,500.00	$17,500.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
25	**GRAND TOTAL**	**$80,000.00**	**$20,000.00**	**$100,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	GRANT AMOUNT	GRANTEE MATCH	TOTAL
Tail development, landscaping and amenities	$69,600.00	0.00	$69,600.00
TOTAL	$69,600.00	0.00	$69,600.00

OFFICE OF COUNTY MAYOR TIM BURCHETT
Parks & Recreation Department • 2447 Sutherland Avenue, Knoxville, TN 37919

April 8, 2011

MEMORANDUM OF AGREEMENT

BETWEEN KNOX COUNTY AND THE CITY OF KNOXVILLE REGARDING THE BEARDEN CIRCLE GREENWAY

BETWEEN KNOX COUNTY AND THE CITY OF KNOXVILLE

The purpose of this Memorandum of Agreement is to establish a cooperative agreement defining certain terms and conditions for the Bearden Circle Greenway Project as described in the jointly submitted 2010 RTP Grant Application.

Knox County will serve as Lead Applicant for this project.

Knox County will serve as Land Owner.

Knox County will assume accountability to receive reimbursements and be responsible for project completion.

The City of Knoxville assumes responsibility of engineering services to include surveying, layout, and design in coordination with Knox County.

Doug Bataille, Senior Director

Knox County Parks & Recreation

Joe Walsh, Director

City of Knoxville Parks & Recreation

Tim Burchett

Mayor, Knox County

Daniel Brown

Mayor, City of Knoxville

www.knoxcounty.org/parks • phone 865.215.6600 • fax 865.215.6603

RLA-2559 **R-11-8-703**

Commission

Meeting Date:	08/22/2011
Requested By:	Doug Bataille, PARKS AND RECREATION
Department:	PARKS AND RECREATION
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 Local Agency Project Agreement with the Tennessee Department of Transportation for the construction of Phase II of the Halls Park to School Greenway Link for an estimated project cost of $626,602.50 with $501,282.00 (80%) provided by the State and $125,320.50 (20%) provided by Knox County.

(Parks and Recreation)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Contract 2011 Halls Greenway

Exhibit A

Greenway plan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A LOCAL AGENCY PROJECT AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CONSTRUCTION OF PHASE II OF THE HALLS PARK TO SCHOOL GREENWAY LINK FOR AN ESTIMATED PROJECT COST OF $626,602.50 WITH $501,282.00 (80%) PROVIDED BY THE STATE AND $125,320.50 (20%) PROVIDED BY KNOX COUNTY.

RESOLUTION: **R-11-8-703**

REQUESTED BY: **PARKS & RECREATION**

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 provide 5,410 linear feet of greenway from Halls Elementary School through Clayton Park to the existing Halls Greenway System, which project is also known as Phase II of the Halls Park to School Greenway Link (the "Project"); and

WHEREAS, Knox County has been awarded a Local Agency Project Agreement from the Tennessee Department of Transportation (TDOT) for the construction of the Project including construction of a boardwalk, ADA improvements, pedestrian amenities and pedestrian bridges; and

WHEREAS, the estimated total cost of the Project is $626,602.50 which amount includes construction and TDOT oversight costs; and

WHEREAS, this agreement requires Knox County to fund 20% of the total estimated cost of the Project, or $125,320.50.

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

The agreement between Knox County and TDOT relative to the construction of Phase II of the Halls Park to School Greenway Link 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 between Knox County and TDOT relative to the construction of Phase II of the Halls Park to School Greenway Link 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

Agreement Number: 100284

Project Identification Number: 112075.01

Federal Project Number: STP-EN-4700(52)

State Project Number: 47LPLM-F3-057

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and KNOX COUNTY (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Halls Park to School Link - Phase II: Construction of 5,410 linear feet of greenway from Halls Elementary School through Clayton Park to the existing Halls Greenway System. Project also includes a boardwalk, ADA improvements, pedestrian amenities and pedestrian bridges.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(c) hereof. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the

Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	**Agency**	**Agency**
Environmental Clearance by:	**Agency**	**Agency**
Right-of-Way by:	**Agency**	**Agency**
Utility Coordination by:	**Agency**	**Agency**
Construction by:	**Agency**	**Project**

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by August 31, 2013. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.

d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to

and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency shall complete the herein assigned phases of the Project on or before **August 31, 2015**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this

Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence

removed by the Agency or its contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.

b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:

1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.

2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.

3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.

4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)

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c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.

d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

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C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

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c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its

application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides

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its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state

regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to

the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of it's subcontracts, the following provision:

1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other

records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency expends $500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted

above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department

shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

LOCAL PROGRAMS DEVELOPMENT OFFICE

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		**Open to Public and Vehicular Traffic**
$1.00 - $200,000	=	5 Years
>$200,000 - $500,000	=	10 Years
>$500,000 - $1,000,000	=	20 Years

b) Projects over $1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:**

1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

LOCAL PROGRAMS DEVELOPMENT OFFICE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

Knox County

By: _____

Mayor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____

Gerald F. Nicely
Commissioner

APPROVED AS TO
FORM AND LEGALITY

By: _____

County Attorney

APPROVED AS TO
FORM AND LEGALITY

By: _____

John Reinbold
General Counsel

TDOT LOCAL PROGRAMS DEVELOPMENT OFFICE

EXHIBIT "A"

CONTRACT NO.: 100284 **PROJECT IDENTIFICATION NO.: 112075.01**

PROJECT DESCRIPTION: Halls Park to School Link - Phase II; Construction of 5,410 linear feet of greenway from Halls Elementary School through Clayton Park to the existing Halls Greenway System. Project also includes a boardwalk, ADA improvements, pedestrian amenities and pedestrian bridges. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based, AASHTO standards, and Exhibit B (which are AASHTO Path Standards). The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	ENHANCEMENT (ENH)	80%	0%	20%	$590,690.50
CONST – CEI	ENHANCEMENT (ENH)	80%	0%	20%	$24,723.00
CONST – DEPT. OVERSIGHT	ENHANCEMENT (ENH)	80%	0%	20%	$11,189.00

LIABILITY: The Agency understands the estimated cost of the construction phase of the Project is $615,413.50, and that the Department will pay the Agency, as herein provided, for 80% of the actual cost of the construction phase with the maximum liability of the Department being $492,330.80. If the Agency provides its required 20% match by soft match, the reimbursement percentage can increase up to 100%. However, the maximum federal dollar amount does not change. Any additional costs for the construction phase shall be totally paid by the Agency.

The twenty percent (20%) non-federal share of the Project can be provided by the Agency as a cash match. The Agency also has the option of providing these funds through the use of the value of preliminary engineering services, donated land, services, material or equipment. To be eligible under this paragraph, the items or work performed must be done in accordance with State and Federal law.

It is hereby understood and agreed that the selection of the method of payment of the non-federal share must be made at the time the certification of the availability of right-of-way is made to the Department and cannot be changed once established. The value of the engineering services must be established by either a certification signed by the highest elected Official of the Agency or by a copy of a legal and binding contract between the Agency and a qualified engineering firm. The said contract must have been executed by all parties. The value of land donations is determined by appraisals. The value of donated services, material, or equipment will be determined on a case by case basis.

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A., Section 133, Surface Transportation Program.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TENNESSEE CODE ANNOTATED 54-5-501

Note: Where the Agency is managing any phase of the project, the Departments shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in "Dept. Oversight" above. These funds are not available to the Agency for expenditure and reimbursement.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

LOCAL PROGRAMS DEVELOPMENT OFFICE

EXHIBIT "B"

BICYCLE PATH STANDARD

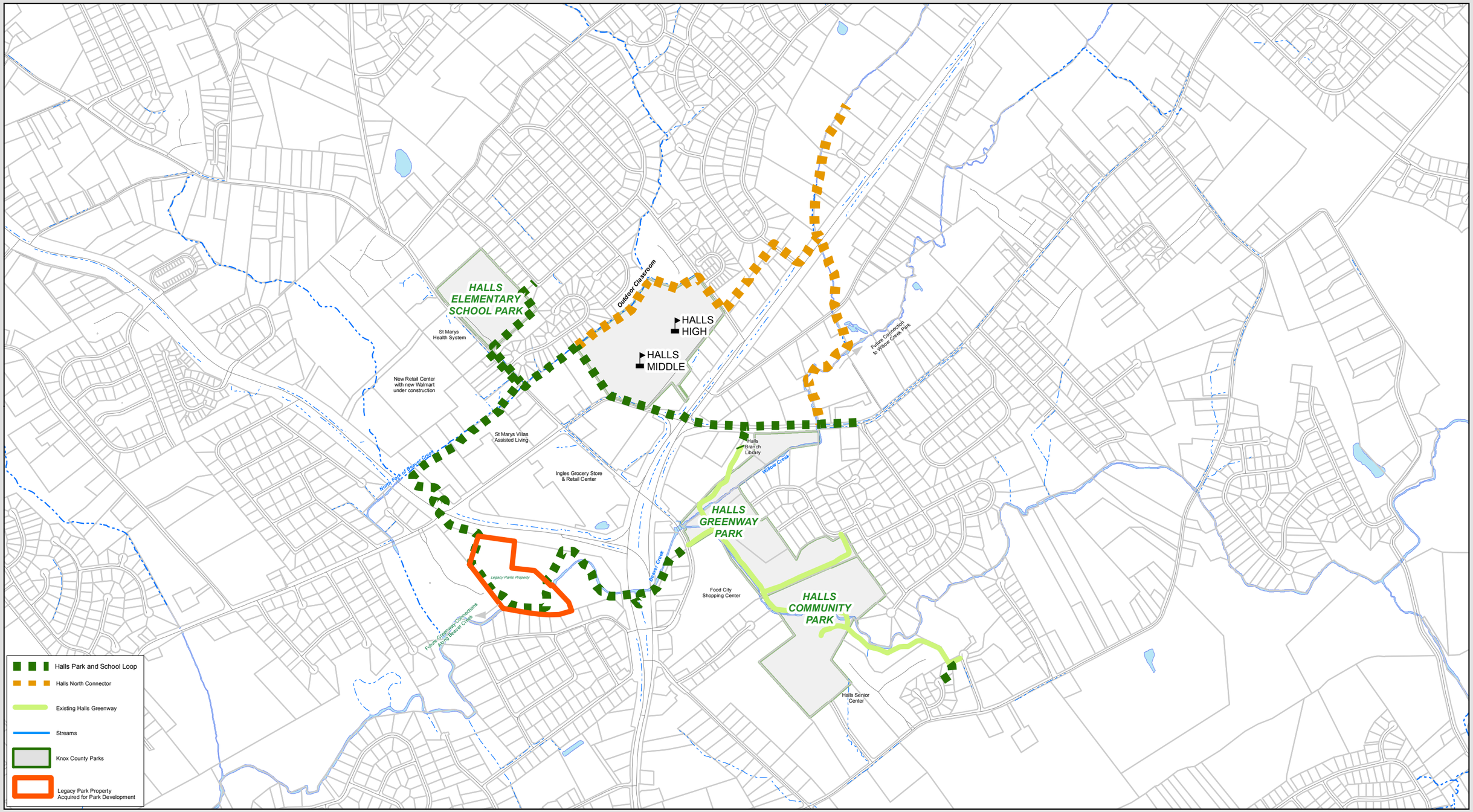
Bicycle paths shall be constructed on a compacted subgrade using a four (4) inch course of mineral aggregate, Type "A" Base, Grading "D" and a two (2) inch course of Bituminous Plant Mix Base (Hot Mix) Grading "E". The minimum width of bicycle paths shall not be less than six (6) feet for a one-way path. It should be recognized, however, that one-way paths will often be used as two-way facilities unless effective measures are taken to assure one-way operation. The required width for a two-way, shared use path is ten (10) feet.

WALKING PATH STANDARD

Walking paths shall be constructed on a compacted subgrade using four (4) inches of mineral aggregate, Type "A" Base, Grading "D" and four (4) inches of Portland cement concrete, Class "A". The minimum width of walking paths shall be not less than five (5) feet. It should be noted that a five (5) foot path will require signing prohibiting bicycles.

The Local Agency may choose to use either of the above standards for the composition of the trail whenever the use of the path will include both cycling and walking, provided the minimum widths contained in each of the standards shall remain unchanged.

LOCAL PROGRAMS DEVELOPMENT OFFICE



Knoxville - Knox County - KUB
Geographic Information System

1 inch equals 1,000 feet

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.

Printed: 5/20/2008 at 11:50 AM

RLA-2561 **R-11-8-704**

Commission

Meeting Date:	08/22/2011
Requested By:	Doug Bataille, PARKS AND RECREATION
Department:	PARKS AND RECREATION
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 the Tennessee Department of Environment and Conservation in the amount of $80,000.00 with local match in the Amount of $20,000.00 to construct a greenway at Plumb Creek Park.

(Parks and Recreation)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

Plumb Creek Contract

Plumb Creek Master Plan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION IN THE AMOUNT OF $80,000.00 WITH A LOCAL MATCH IN THE AMOUNT OF $20,000.00 TO CONSTRUCT A GREENWAY AT PLUMB CREEK PARK.

RESOLUTION: **R-11-8-704**

REQUESTED BY: **PARKS & RECREATION**

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 provide a paved greenway at Plumb Creek Park; and

WHEREAS the Tennessee Department of Environment and Conservation has awarded Knox County a grant for the construction of a paved greenway, trailhead with parking, landscaping and amenities at Plumb Creek Park as part of the Tennessee Recreational Trails Program (the "Project"); and

WHEREAS, this grant agreement provides funding for the Project in the amount of $80,000.00 and requires a local match from Knox County in the amount of $20,000.00.

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

The grant agreement with the Tennessee Department of Environment and Conservation for the construction of a greenway at Plumb Creek Park 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 the Tennessee Department of Environment and Conservation for the construction of a greenway at Plumb Creek Park 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

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
KNOX COUNTY

This Grant Contract, by and between the State of Tennessee, Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" and Knox County, hereinafter referred to as the "Grantee," is for the provision of KUB Loop at Plumb Creek Greenway, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID #: 62-6007979.

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.

A.2. The Grantee shall construct a paved greenway of approximately 4,752 linear feet by 10 feet wide at Plumb Creek Park.

A.3. The Grantee shall construct a trailhead with parking for a minimum of 10 vehicles is Americans with Disabilities Act (ADA) compliant.

A.4. The Grantee shall provide landscaping on site.

A.5. The Grantee shall provide amenities on site.

A.6. The Grantee agrees to comply with the provisions of the Recreational Trails Program Manual.

A.7. The Grantee has been provided a copy of the Recreational Trails Program Manual.

A.8. Work completed under this grant is subject to inspection by the Park and Recreation Technical Advisory Service (PARTAS).

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning August 15, 2011, and ending on August 14, 2014. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eighty Thousand Dollars ($80,000.00). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Recreation Educational Services Division
Tennessee Department of Environment and Conservation
10th Floor, L & C Tower
401 Church Street
Nashville, TN 37243

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Tennessee Department of Environment and Conservation Recreation Educational Services Division.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.

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

a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision,

the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," “Lobbying,” "Nondiscrimination," “Public Accountability,” “Public Notice,” and “Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

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

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

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

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

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

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

D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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

D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.

D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities,* published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting.*

D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit

contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

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

D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq*., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.

D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Gerald Parish, Interim Director
Recreation Educational Services Division
10th Floor, L & C Tower
401 Church Street
Nashville, TN 37243
Email Address: Gerald.Parish@tn.gov
Telephone # (615) 532-0748
FAX #: (615) 532-0778

The Grantee:

The Honorable Tim Burchett
Knox County Mayor
P.O. Box 1631
Knoxville, TN 37901
E-mail: rebekahjane.justice@knoxcounty.org
Phone: (865) 215-6610
FAX: (865) 215-6603

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

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Drug Free Workplace. The Grantee hereby certifies that it will maintain a drug-free workplace and will comply with the Drug-Free Workplace Act of 1988 (41USC 701 et seq.) and its rules and regulations.

E.8. The Grantee shall also comply with the applicable Federal statutes, regulatory requirements and policies not limited to:

a. Flood Disaster Protection Act of 1973.
b. National Historic Preservation Act of 1966 as amended.
c. Equal Opportunity Construction Contract Specifications 41 CFR 60-4.3.
d. American With Disabilities Act of 1990.
e. Copeland Act (40 U.S.C. 276c)
f. Davis-Bacon Act (40 U.S.C. 276c)
g. Contract Work Hours and Safety Standards Act (40 U.S.C. 333)
h. Clean Air Act as amended (42 U.S.C. 1857 et seq. as amended)
i. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq. as amended)
j. Buy American as contained in 23 CFR 635.410(b) as amended by 1991 ISTEA (There is a threshold exemption if the iron or steel is less than .1 percent of the contract or $2500, whichever is higher.)
k. Endangered Species Act of 1973
l. Disadvantaged Business Enterprises requirements. (49 CFR 26)
m. Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970.

E.9. Construction. The Grantee agrees to proceed with construction necessary to this project within 180 days from the date of the Grant approval, as defined by Section D.1. of this Grant. Satisfactory compliance with this requirement shall be the start of actual construction. If Grantee fails to proceed within the said 180 days, the Commissioner of Environment and Conservation may at his/her discretion, cancel and/or withdraw the Grant. Judgment as to what constitutes a satisfactory act of construction is within the sole discretion of the Commissioner of Environment and Conservation.

E.10. Grantee must comply with all provisions and requirements of environmental review(s), conducted by all state and federal agencies pursuant to the grant application process, which may include any or all of the following agencies: U.S. Army Corps of Engineers, Tennessee Historical Commission, U.S. Fish and Wildlife Service, Division of Remediation, Division of Resource Management, Underground Storage Tanks, Water Pollution Control, and/or the Division of Archaeology.

E.11. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.

c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.

d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

KNOX COUNTY:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER **DATE**

GRANT BUDGET				
Knox County – Recreational Trails Program				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:	**BEGIN: August 15, 2011**		**END: August 14, 2014**	
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE MATCH**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	$80,000.00	$19,900.00	$99,900.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	$100.00	$100.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
25	**GRAND TOTAL**	**$80,000.00**	**$20,000.00**	**$100,000.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

GRANT BUDGET LINE-ITEM DETAIL:

LINE-ITEM DETAIL FOR: [CAPITAL PURCHASE]	GRANT AMOUNT	GRANTEE MATCH	TOTAL
Trail construction	$72,301.60	$18,075.40	$90,377.00
Landscaping and amenities	$7,698.40	$1,824.60	$9,523.00
TOTAL	**$80,000.00**	**$19,900.00**	**$99,900.00**

CONCEPT 3 - INFORMAL RECREATIONAL PARK

NORTH

0' 50' 100' 200'

SCALE 1"=100'

PLUMB CREEK PARK

KNOXVILLE, TN

MARCH, 2010

BWSC
BARGE WAGGONER SUMNER & CANNON, INC.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS
820 Broad Street, Suite 200 • Chattanooga, TN 37402
423-756-3025 • 423-756-8477 fax
F:\34\34003\Rendering

RLA-2579 **R-11-8-705**

Commission

Meeting Date: 08/22/2011

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Local Agency Project Agreement with the Tennessee Department of Transportation and the City of Knoxville for Phase I of the Knox-Blount Greenway Project for an estimated project cost of $1,451,975.00 with $1,161,580.00 (80%) provided by the State and $290,395.00 (20%) provided jointly by the City ($145,194.50) and the County ($145,197.50). **(TO BE ADDED)**
(Parks and Recreation)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A LOCAL AGENCY PROJECT AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF KNOXVILLE FOR PHASE I OF THE KNOX-BLOUNT GREENWAY PROJECT FOR AN ESTIMATED PROJECT COST OF $1,451,975.00 WITH $1,161,580.00 (80%) PROVIDED BY THE STATE AND $290,395.00 (20%) PROVIDED JOINTLY BY THE CITY ($145,197.50) AND THE COUNTY ($145,197.50).

RESOLUTION: **R-11-8-705**

REQUESTED BY: **PARKS & RECREATION**

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-06-6-701, the Knox County Commission approved a contract with the Tennessee Department of Transportation (TDOT) and the City of Knoxville for Phase I of the Knox-Blount Greenway Project (the "Project"), which Resolution included an appropriation in the amount of $145,197.50 for the Project; and

WHEREAS, the purpose of the Project is to construct approximately 9,500 linear feet of off-road trail from the south side of Buck Karnes Bridge to the Marine Park on Alcoa Highway; and

WHEREAS, TDOT has recently issued a new contract, State Contract No. 110043, Project Identification No. 115517.00, for the Project due to changes in language pertaining to funding; and

WHEREAS, the City of Knoxville and Knox County have agreed that the City will be responsible for all phases of Phase I of the Project, including environmental clearance, preliminary engineering, right-of-way, utility coordination and construction; and

WHEREAS, the estimated cost of the Project is $1,451,975.00 with $1,161,580.00 (80%) provided by the State and $290,395.00 (20%) provided jointly by Knox County ($145,197.50) and the City of Knoxville ($145,197.50).

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

The revised contract with the Tennessee Department of Transportation and the City of Knoxville for Phase I of the Knox-Blount Greenway Project 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 revised contract with the Tennessee Department of Transportation and the City of Knoxville for Phase I of the Knox-Blount Greenway Project 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

Agreement Number: 110043

Project Identification Number: 115517.00

Federal Project Number: STP-EN-9109(147)

State Project Number: 47LPLM-F3-069

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF KNOXVILLE (hereinafter called the "Agency") and KNOX COUNTY (hereinafter called the "County") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Knox-Blount Greenway - Phase 1: Construction of approximately 9,500 linear feet of off-road trail from the south side of Buck Karnes Bridge to CLT#122, Parcel 3 at Alcoa Highway. This is Phase I of a project that will eventually connect the three-mile Neyland Drive Greenway with the Alcoa and Maryville Greenways.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the “Project”) shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(c) hereof. Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure

work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency/County or Project
Preliminary Engineering by:	**Agency**	**Agency**
Environmental Clearance by:	**Agency**	**Agency**
Right-of-Way by:	**Agency and County**	**Agency and County**
Utility Coordination by:	**Agency and County**	**Agency and County**
Construction by:	**Agency**	**Project**

b) After receiving authorization for a phase, the Agency and County shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) If this Agreement is funded with any Enhancement funds, then the Agency and County shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by May 31, 2014. If the Agency and County does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.

d) A full time employee of the Agency or County shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency or County shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency and County shall complete the herein assigned phases of the Project on or before **May 31, 2016**. The Department shall have no obligation to reimburse the Agency or County for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency or County for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all

appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency and County shall, without cost to the Department, provide all land owned by the Agency and County or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency and County understand that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency and County used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency and County understand that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency and County hereby agree to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence

removed by the Agency or its contractor or agent during the Construction phase of the Project.

e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency or County is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency or County shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency and County agree to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency and County agree to provide such services as necessary to realize these improvements. The Agency and County understand they may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.

b) The Agency and County shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:

1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.

2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.

3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.

4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)

c) The Agency or County shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.

d) The Agency or County shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency and County both agree to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**
The Agency and/or County shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency and/or County of any of their duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under

this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency and County both agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency and County both acknowledge and agree that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

a) The Agency and County are both assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency and County shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency or County to comply with this provision shall constitute a material breach of this Agreement and subject the Agency or County to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency or County to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency or County will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency or County to the end that the Agency or County may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency and County shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency and County. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency or County shall cease all work associated with the Agreement. Should such an event occur, the Agency or County shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency or County shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department, Agency and County shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

b) The Agency and County, being political subdivisions of the State, are governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency or County shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency or County shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency or County shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency or County when Construction phase of the project has been completed; provided however, that failure to notify the Agency or County shall not relieve the Agency or County of its maintenance responsibilities.

c) In the event the Project is located on State Highway Right-of-Way, the Agency or County shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency and County shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency and County shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency and County to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency or County knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency and County shall provide immediate written notice to the Department if at any time the Agency or County learns that its certification

was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency and County both agree by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency and County further agree by entering into this Agreement that they will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) The Agency or County may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

a) In connection with the performance of any Project, the Agency and County shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency and County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency and County shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements

for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency and County shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

a) The Agency and County shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency and County shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency and County will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency and County warrant that no 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 Agency or County in connection with any work contemplated or performed relative to this Agreement.

b) The Agency and County shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of it's subcontracts, the following provision:

1) "No 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 Agency or County in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

D.19 Records:

a) The Agency and/or County shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or County or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency and/or County, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency and County's general accounting records and the Project records, together with supporting documents and records, of the Agency or County and all subcontractors performing work on the Project and all other records of the Agency or County and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall

be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and County and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency or County expends $500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency and/or County may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and/or County and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency or County shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency or County shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of

the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency and County at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency and County shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency or County at least ninety (90) days advance written notice thereof, and the Agency or County shall be obligated to close the Project to public use and remove it at the Agency or County's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

a) If the Agency or County fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency or County violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency or County shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency or County.

b) In the event that the Project herein described includes Federal funds, the Agency and County both understand that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency or County to adhere to federal laws and regulations, the Agency and County shall be obligated to repay to the Department any federal funds received by the Agency and County under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency or County fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency or County, by giving written notice to the Agency or County, to close the Project to public use and to remove

the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency and County both certify by signatures hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency and County further certify by signatures hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency and County further certify by signatures hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency and County hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency or County to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency and County by the Department as they become available.

D.32 Third Party Liability:

a) The Agency and County shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency and County are liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency and County are managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency and County understand and agree that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency and County will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		**Open to Public and Vehicular Traffic**
$1.00 - $200,000	=	5 Years
>$200,000 - $500,000	=	10 Years
>$500,000 - $1,000,000	=	20 Years

b) Projects over $1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.

d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:**

1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

TDOT LOCAL PROGRAMS DEVELOPMENT OFFICE

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF KNOXVILLE

By: _____
Mayor

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney

FUNDS CERTIFIED

By: _____
City Finance Director

KNOX COUNTY

By: _____
County Mayor

APPROVED AS TO FORM AND LEGALITY

BY: _____
County Attorney

FUNDS CERTIFIED

BY: _____
County Finance Director

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____
John C. Schroer
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: _____
John Reinbold
General Counsel

TDOT LOCAL PROGRAMS DEVELOPMENT OFFICE

EXHIBIT "A"

CONTRACT NO.: 110043 **PROJECT IDENTIFICATION NO.:** 115517.00

PROJECT DESCRIPTION: Knox-Blount Greenway – Phase I: Construction of approximately 9,500 linear feet of off-road trail from the south side of Buck Karnes Bridge to CLT#122, Parcel 3 at Alcoa Highway. This is Phase I of a project that will eventually connect the three-mile Neyland Drive Greenway with the Alcoa and Maryville Greenways. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based, AASHTO standards, and Exhibit B (which are AASHTO Path Standards). The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	ENHANCEMENT (ENH)	80%	0%	20%	$1,401,975.00
CONST – DEPT. OVER	ENHANCEMENT (ENH)	80%	0%	20%	$50,000.00

LIABILITY: The Agency understands the estimated cost of the construction phase of the Project is $1,401,975.00, and that the Department will pay the Agency, as herein provided, for 80% of the actual cost of the construction phase with the maximum liability of the Department being $1,121,580.00. Any additional costs for the construction phase shall be totally paid by the Agency.

The twenty percent (20%) non-federal share of the Project must be provided by the Agency as a cash match. The Agency no longer has the option of providing these funds through the use of the value of preliminary engineering services, donated land, services, material or equipment, previously known as soft match.

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A., Section 133, Surface Transportation Program.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TENNESSEE CODE ANNOTATED 54-5-501

Note: Where the Agency is managing any phase of the project, the Departments shall provide various activities necessary for Project development. The estimated costs for these activities are included in the funds shown in "Dept. Oversight" above. These funds are not available to the Agency for expenditure and reimbursement.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

LOCAL PROGRAMS DEVELOPMENT OFFICE

EXHIBIT "B"

BICYCLE PATH STANDARD

Bicycle paths shall be constructed on a compacted subgrade using a four (4) inch course of mineral aggregate, Type "A" Base, Grading "D" and a two (2) inch course of Bituminous Plant Mix Base (Hot Mix) Grading "E". The minimum width of bicycle paths shall not be less than six (6) feet for a one-way path. It should be recognized, however, that one-way paths will often be used as two-way facilities unless effective measures are taken to assure one-way operation. The required width for a two-way, shared use path is ten (10) feet.

WALKING PATH STANDARD

Walking paths shall be constructed on a compacted subgrade using four (4) inches of mineral aggregate, Type "A" Base, Grading "D" and four (4) inches of Portland cement concrete, Class "A". The minimum width of walking paths shall be not less than five (5) feet. It should be noted that a five (5) foot path will require signing prohibiting bicycles.

The Local Agency may choose to use either of the above standards for the composition of the trail whenever the use of the path will include both cycling and walking, provided the minimum widths contained in each of the standards shall remain unchanged.

LOCAL PROGRAMS DEVELOPMENT OFFICE

RLA-2558 **R-11-8-801**

Commission

Meeting Date:	08/22/2011
Requested By:	Diane Woods, PURCHASING
Department:	PURCHASING
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 Rite Way Service Inc. for Janitoral and Carpet Cleaning Services for Knox County Facilities.

(Purchasing)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH RITE WAY SERVICE INC. FOR JANITORIAL AND CARPET CLEANING SERVICES FOR KNOX COUNTY FACILITIES.

RESOLUTION: **R-11-8-801**

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, by Resolution R-11-6-801, the Knox County Commission approved contracts with DPM Enterprises and ABM Janitorial Services for janitorial and carpet cleaning services; and

WHEREAS, ABM Janitorial Services subsequently decided not to contract with Knox County, requiring a new contract to be awarded to the next most responsive bidder, Rite Way Service Inc.; and

WHEREAS, this contract will be used by the various facilities comprising Knox County Government; and

WHEREAS, Rite Way Service Inc. has the necessary qualifications, equipment, and personnel to perform these services.

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

The contract with Rite Way Service Inc. for janitorial and carpet cleaning 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 Rite Way Service Inc. for janitorial and carpet cleaning 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

Rite Way Service Inc.

This Contract made and entered into this _____day of _____ 2011 between Knox County Government, hereinafter referred to as "County" and Rite Way Service Inc., hereinafter referred to as "Contractor".

Whereas, County requested bids for Janitorial Services for Knox County Facilities for Knox County Government (Invitation for Bid #927) and;

Whereas, Vendor submitted a bid in accordance with said requested specifications, the response of which is the most responsible and responsive bid meeting specifications accepted by County;

Whereas, Vendor 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 Invitation for Bid specifications and the Contractor's bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of September 2011 and ends the 31st day of July 2012 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Upon mutual consent of both Knox County and the awarded Contractor this term bid agreement may be renewed for additional four years, one year at a time, for a total of four (4) years eleven (11) months.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Intent to Award for IFB #927 for Janitorial Services for Knox County Facilities per the Contractor's response to Invitation for Bid #927, pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written

notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the Knox Property Manager.

The Contractor agrees to extend any price decreases to the County that may arise from changes to the scheduling of these services.

3. Invoicing and reporting requirements. Contractor shall invoice the Knox County:

Knox County Purchasing Division
Attn: Property Manager
1000 North Central St., Suite 100
Knoxville, TN 37917

4. Termination. Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than sixty (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 ninety (90) days 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 Janitorial 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 Janitorial 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, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Delivery. Contractor shall render the Janitorial Services for the Knox County in accordance with Invitation for Bid#927. The County reserves the right to negotiate the dates and frequency of Janitorial Services as needed to provide the Best Value for the County.

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. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Invitation for Bid#927 and Addendum I through III
B. Contractor's Response to Invitation for Bid#927 and Addendum I through III.
C. Intent to Award with negotiated pricing.

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 Government

By: _____
Tim Burchett
Knox County Mayor

Rite Way Service Inc.

By: _____

Name: _____

Title: _____

Contract #: 11-411
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____**Date**

RLA-2563 **R-11-8-802**

Commission

Meeting Date:	08/22/2011
Requested By:	Chris Caldwell, FINANCE DEPARTMENT
Department:	FINANCE DEPARTMENT
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 designating and appropriating funds from fiscal year 2011 to fiscal year 2012 for various funds and departments.

(Finance)

Work Session Recommendation: **No Recommendation** **11-0-0-0**

Attachments

Resolution

Exhibit A

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, DESIGNATING AND APPROPRIATING FUNDS FROM FISCAL YEAR 2011 TO FISCAL YEAR 2012 FOR VARIOUS FUNDS AND DEPARTMENTS.

RESOLUTION: **R-11-8-802**

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, at the close of the fiscal year 2010-2011 various projects which had been funded in the fiscal year 2010-2011 budget had not been completed and therefore the monies appropriated for these projects had not been spent; and

WHEREAS, it is necessary to re-appropriate the monies for these projects in the fiscal year 2011-2012 budget; and

WHEREAS, the Knox County Finance Department recommends amending the Funds attached hereto as Exhibit A and re-appropriating various amounts for the projects specified therein.

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

That the amounts for the projects listed within the various funds attached hereto as Exhibit A shall be re-appropriated in the fiscal year 2011-2012 budget and expended up to an amount not to exceed the amount specified therein with the appropriation to be made subsequent to the satisfaction of all Knox County Charter and Code requirements.

BE IT FURTHER RESOLVED, that consistent with long-standing practice, interest earnings from the County's temporary investments be dedicated to the County's debt service fund to help offset the County's cost of borrowing except for these accounts that are specifically set up for one purpose or fund.

BE IT FURTHER RESOLVED, 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

REQUEST TO DESIGNATE FUNDS FROM FY2010-2011

DEPARTMENT	ACCOUNTING UNIT	PURPOSE	AMOUNT	
GENERAL FUND				
Knox County Trustee's Office	1019710	Two Fujitsu FI-6240 document scanners	3,716.00	
	1019710	TAB custom expandable folders & labels	5,641.00	
	1019710	Four (4) copies of Microsoft Office Professional 2010	1,276.00	
	1019710	Cedar Bluff Space Cost	2,900.00	
	1019710	Security lockboxes & safes for satellite offices	5,000.00	18,533.00
Health Department	1015412 571800	Two vehicles for Food Service	30,000.00	
	1015406 541840	Renovations in the Dental Clinic	115,000.00	
	1015430 530700	Network video display flat panels	20,000.00	165,000.00
Community Grants	1015130 559950	Sertoma	15,000.00	
		Cerebral Palsy Center	4,000.00	
		Shangri-La Therapeutic Academy of Riding	5,000.00	
		Alzheimer's Association	12,000.00	
		East Tennessee Technology Access Center	5,000.00	41,000.00
TOTAL GENERAL FUND				**$ 224,533.00**
GOVERNMENTAL LIBRARY	1140010 543500	West Law Subscription		**$ 21,100.00**
ENGINEERING & PUBLIC WORKS				
Stormwater Ordinance Violation	2350135	used on expenses to meet EPA requirements	51,959.84	
Subdivision Foreclosures	2350425	Complete work within Developments where bonds and letter of credits have been foreclosed	903,070.27	
TOTAL ENGINEERING & PUBLIC WORKS				**$ 955,030.11**
E-911	9520033 571100	Uninterrupted Power Source - Sharps Ridge	85,000.00	
		Uninterrupted Power Source - Black Road	80,000.00	
TOTAL E-911				**$ 165,000.00**
GRAND TOTAL				**$ 1,365,663.11**

EXHIBIT A

RLA-2572 **R-11-8-803**

Commission

Meeting Date:	08/22/2011
Requested By:	Dora Compton, FINANCE DEPARTMENT
Department:	FINANCE DEPARTMENT
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 Brentwood Services for Workers' Compensation Claims Administration and Integrated Occupational Health related services.
(Finance)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH BRENTWOOD SERVICES FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND INTEGRATED OCCUPATIONAL HEALTH RELATED SERVICES.

RESOLUTION: **R-11-8-803**

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, Knox County desires to contract for workers' compensation claims administration and integrated occupational health related services; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has been determined that Brentwood Services has submitted the most responsive bid; and

WHEREAS, Brentwood Services has the capabilities necessary to assist the County in administering its workers' compensation claims.

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

The contract with Brentwood Services for workers' compensation claims administration 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 Brentwood Services for workers' compensation claims administration 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

Brentwood Services

This Contract, made and entered into this __1st__day of October 2011 between Knox County Government, hereinafter referred to as "County" and Brentwood Services, hereinafter referred to as "Contractor".

Whereas, County requested proposals for Worker's Compensation Claims Administration and Integrated Occupational Health Related Services for Knox County Government (Request for Proposal #957) 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 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 bid and response.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. The length of this contract will be one three (3) year contract with two one-year (1) options to renew, for a possible total of five (5) years. This Contract commences on the _1st_ day of October, 2011 and ends the _3oth_ day of September, 2014 unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Knox County reserves the right to purchase these goods/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. Payment. County shall pay Contractor the amount as agreed upon in County's Request for Proposal #957 for Worker's Compensation Claims Administration and Integrated Occupational Health Related Services pursuant to the schedule listed in the Contractor's response listed in Attachment "B".

3. Invoicing and reporting requirements. Contractor shall invoice the Knox County Risk Management:

Knox County Risk Management
400 Main St, Suite 630
Knoxville, TN 37902

4. Termination. Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty 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 120 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

5. Appropriations. In the event no funds are appropriated by County for the Worker's Compensation Claims Administration and Integrated Occupational Health Related 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 Worker's Compensation Claims Administration and Integrated Occupational Health Related 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, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agents, or employees. County shall have no duty to indemnify the Contractor.

15. Delivery. Contractor shall render the Worker's Compensation Claims Administration and Integrated Occupational Health Related Services for the Knox County in accordance with Request for Proposal #957.

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. Contractor shall not sell, disburse, disseminate or in any other way provide information to any outside party without the **expressed written consent** of Knox County Government.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposal #957 and Addendum 1 and Addendum 2
B. Contractor's Response to Request for Proposal #957 and Addendum 1 and Addendum 2

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 Government

by: _____
Tim Burchett
Knox County Mayor

Contract #: 11-395
Approved as to Legal Form:

_____
Knox County Law Director's Office

Brentwood Services

by: _____

Name: _____

Title: _____

August 23, 2011 **Date**

RLA-2575 **R-11-8-804**

Commission

Meeting Date:	08/22/2011
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	LAW DEPARTMENT
Requires Expenditure of Funds:	YES
Funded in Current Budget:	NO
Appropriation Required:	YES

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an appropriation in the amount of $134,277.95 from the General Fund Balance for the purpose of reimbursing former Knox County Sheriff Timothy Hutchison for reasonable attorney's fees incurred while successfully defending an ouster lawsuit, as provided by Tennessee Law. *(Law Department)*

Work Session Recommendation: **No Recommendation** **10-1-0-0**

Attachments

Resolution

Invoice

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN APPROPRIATION IN THE AMOUNT OF $134,277.95 FROM THE GENERAL FUND BALANCE FOR THE PURPOSE OF REIMBURSING FORMER KNOX COUNTY SHERIFF TIMOTHY HUTCHISON FOR REASONABLE ATTORNEY'S FEES INCURRED WHILE SUCCESSFULLY DEFENDING AN OUSTER LAWSUIT, AS PROVIDED BY TENNESSEE LAW.

RESOLUTION: **R-11-8-804**

REQUESTED BY: **LAW DEPARTMENT**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Tennessee Code Annotated Section 8-47-121, entitled "Restoration to office, Salary during suspension, Attorney fees," provides that, at the conclusion of an Ouster lawsuit filed against an elected official who is not removed from office, said official may be reimbursed for his/her reasonable attorney fees by the appropriate state, county, municipality, or other political subdivision, provided all appeals have been exhausted; and

WHEREAS, former Knox County Sheriff Timothy Hutchison successfully defended an Ouster lawsuit in 2009 and as such, was not removed from office; and

WHEREAS, all appeals relative to Mr. Hutchison's successful defense of the Ouster suit have been exhausted; and

WHEREAS, Mr. Hutchison's attorney has submitted his attorney's fees invoice to Knox County, a copy of which is attached hereto; and

WHEREAS the Knox County Law Director has reviewed the above-referenced invoice and has opined that, based upon the time expended to prepare Mr. Hutchison's case for trial, the conduct of the trial and appeals of the case, that the reimbursement requested, to wit, One Hundred Thirty-four Thousand Two Hundred Seventy-seven Dollars and Ninety-five Cents ($134,277.95), is a reasonable fee.

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

The Commission of Knox County hereby appropriates from the General Fund Balance the amount of One Hundred Thirty-four Thousand Two Hundred Seventy-seven Dollars and Ninety-five Cents ($134,277.95) for the purpose of reimbursing former Knox County Sheriff Timothy Hutchison for attorney's fees incurred in successfully defending the Ouster lawsuit against him, so that the general county budget shall be amended as follows:

RISK MANAGEMENT FUND
2011-2012

APPROPRIATION:

2660040 – Legal Liability	
533100 – Legal Services – Attorney Payments	**$134,277.95**
Total:	**$134,277.95**

BE IT FURTHER RESOLVED, this appropriation is in addition to any previous appropriations or amendments made to the Risk Management Fund.

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

OPW

O'NEIL, PARKER & WILLIAMSON, PLLC

ATTORNEYS AT LAW

7610 GLEASON DRIVE • SUITE 200
KNOXVILLE, TENNESSEE 37919

(865) 546-7190 TEL
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P. ALEXANDER VOGEL
N. CRAIG STRAND

* TN. SUP. CT. RULE 31 LISTED MEDIATORS

WILLIAM P. O'NEIL (1902–1991)
PAUL E. PARKER (1913–2000)
BEN W. WILLIAMSON JR. (1922–2005)

June 15, 2011

Mr. Joe Jarrett
Law Director
Knox County Law Director's Office
400 Main Avenue
125 City County Building
Knoxville, TN 37902

RE: Bee DeSelm et al v. Knox County Sheriff's Department Merit System Counsel, Mayor Mike Ragsdale and Timothy Hutchison
Davidson County Chancery Docket No. 07-343-III
Davidson County Chancery Docket No. 07-1348-IV
POST Commission Docket No. 12.40-096012A
Davidson County Chancery Docket No. 07-2227-II
Knox County Chancery Docket No. 169022-1

Dear Mr. Jarrett,

We are respectfully submitting our firm's bill to Knox County in relation to the above matters. Tennessee Code Annotated § 8-47-121 states that, "After final hearing on the complaint or petition, any public officer not removed from office, or if the officer has been suspended, any officer immediately restored to office, may be reimbursed reasonable attorney fees by the appropriate state, county, municipality, or other political subdivision." Our firm represented Tim Hutchinson in the above matters and we have gained favorable results in all cases after final hearings.

Plaintiffs Bee DeSelm *et al* (collectively, "Plaintiffs"), via counsel, filed a complaint on February 16, 2007 in the Davidson County, Tennessee Chancery Court. The docket number for this case was 07-343-III. In this complaint, Plaintiffs' causes of action included an action to remove Tim Hutchinson from his position at the Knox County Sheriff's Office, pursuant to Tennessee Code Annotated § 8-47-101 *et seq.* On May 30, 2007, the Davidson County Chancery Court dismissed this action against Mr. Hutchinson for improper venue, failure to state a claim, lack of standing, and sovereign immunity. The Court of Appeals, in an opinion on October 16, 2008, affirmed the trial court's decision that the claims that Mr. Hutchinson should be removed from his office should be dismissed. On February 12, 2009, the Tennessee Supreme Court affirmed the Court of Appeals' decision due to the Plaintiffs failure to file their appeal timely.

Plaintiff sought review on June 15, 2007 of the POST Commission's refusal to suspend Mr. Hutchinson's benefits in the Davidson County Chancery Court. The Plaintiff incorporated by reference the prior complaint from 07-343-III. The docket number for this case was 07-1348-IV. By reference, Plaintiffs sought to remove Tim Hutchinson from his position at the Knox County Sheriff's Office, pursuant to Tennessee Code Annotated § 8-47-101 *et seq.* However, the Davidson County Chancery Court, via an Order on July 5, 2007, temporarily suspended his Mr. Hutchinson's benefits pending the POST Commission's August 16, 2007 hearing. The trial court's decision in this case was not appealed.

Plaintiffs then filed a Notice of Hearing with the POST Commission on June 29, 2007 to ultimately have Mr. Hutchinson removed from office. On August 17, 2007, the POST Commission conducted a hearing. The POST Commission dismissed the lawsuit against Mr. Hutchinson and dissolved the temporary suspension of Hutchinson's certification and benefits from the 07-1348-IV.

Plaintiffs again filed almost the exact same action in the Davidson County Chancery Court on October 4, 2007. The docket number was 07-2227-II. Again, Plaintiffs sought to remove Mr. Hutchinson from his office under Tennessee Code Annotated § 8-47-101 *et seq.* The Davidson County Chancery Court, as above, eventually dismissed all the claims against Mr. Hutchinson in April 2008 except it held that the Plaintiffs did have standing to seek judicial review of the POST Commission's decision not to refer the issue of Mr. Hutchinson's decertification for further investigation. On appeal, the Court of Appeals, on May 26, 2010, held that *all* of the Plaintiffs' causes of actions should be dismissed.

Previously, Plaintiffs had filed almost a similar action to the Davidson County Chancery Court actions in the Knox County, Tennessee Chancery Court. The docket number for this action was 169022-I. In this action, Plaintiffs sought to remove Mr. Hutchinson from his officer's position pursuant to Tennessee Code Annotated § 8-47-101 *et seq.* We, on behalf of Mr. Hutchinson, filed a Motion to Dismiss on several grounds. In a Memorandum and Opinion dated July 26, 2010, the Knox County Chancery Court dismissed the action.

Mr. Hutchinson received a favorable result in each of these actions. Furthermore, the deadlines to appeal the above actions have passed. Rule 4 of the Tennessee Rules of Appellate Procedure require that one file a Notice of Appeal within thirty (30) days after date of entry of the judgment. Rule 11 of the Tennessee Rules of Appellate Procedure requires that an appellant file his application for permission to appeal within sixty (60) days. Plaintiffs have not met any of these deadlines in the above cases. As such, our firm is entitled to its fee because there has been a final hearing and Mr. Hutchinson received a favorable result.

In this case, Plaintiffs used the court system to harass an employee of Knox County in five separate actions, all of which were found to be without merit. Mr. Hutchison should not have to bear this expense and his fees should be paid under T.C.A.§8-47-121

Thank you for your kind consideration in this matter and we will be glad to do whatever you deem appropriate regarding complying with state law in regards to an open session before County Commission.
If you have any questions, please contact me at (865) 546-7190.

Sincerely yours,

O'NEIL, PARKER & WILLIAMSON

Gary M. Prince

GMP/sl
Enclosures

Cc: Tim Hutchison

Invoice

In Account with

O'Neil, Parker & Williamson, PLLC
Attorneys at Law EIN 62-0251453
7610 Gleason Dr Ste 200
Knoxville, Tennessee 37919
Phone: (865) 546-7190 Fax: (865) 546-0789

Invoice Number: **2008771**
Invoice Date: **June 15, 2011**
File Number: **07056**

To: **Knox County Law Director**
Joe Jarrett
400 Main Street, Suite 612
Knoxville TN 37902

Matter: Knox County/Deselm

Attorney: Gary Prince

Reference: **Deselm/Hutchinson**

OUR FEES - In connection with the above matter			*Hours*	*Rate*	*Fees*
Mar 8, 2007	GMP	Review new Complaints	2.50	200.00	500.00
Mar 9, 2007	GMP	Receipt and review of file/ file conference	3.20	200.00	640.00
Mar 9, 2007	GMP	Review statutes in Complaint, evaluation for Motion	4.90	200.00	980.00
Mar 10, 2007	GMP	Review Sheriff cases/lawsuits/materials	3.20	200.00	640.00
Mar 12, 2007	JRT	Research statutes, case law on Ouster	5.10	200.00	1,020.00
Mar 13, 2007	GMP	Meet with county Attorney Re: New lawsuit	1.10	200.00	220.00
Mar 13, 2007	JRT	Meeting with county attorney	1.10	200.00	220.00
Mar 16, 2007	JRT	Work on Motion to Dismiss	6.00	200.00	1,200.00
Mar 19, 2007	JRT	Telephone call with Mary Ann Stackhouse Re: Motion to Dismiss	.40	200.00	80.00
Mar 20, 2007	JRT	Research Motion to Dismiss, review prior filings, meet with Mary Ann Stackhouse	5.70	200.00	1,140.00
Mar 20, 2007	GMP	Receipt and review of Pleadings from the County	1.10	200.00	220.00
Mar 21, 2007	JRT	Work on Brief in Support of Motion to Dismiss, telephone call with Mary Ann Stackhouse	5.00	200.00	1,000.00
Mar 22, 2007	ML	Prepare Notice of Appearance to Davidson and Knox Chancery	.40	87.50	35.00
Mar 22, 2007	ML	Letters to Clerk and Master in Davidson and Knox County to file Notice of Appearance	.30	87.50	26.25
Mar 29, 2007	GMP	Review Pleadings/Applicable Law/ Prior similar cases filed by Plaintiff's Attorneys, Telephone call	1.20	200.00	240.00

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		with co-defense attorney			
Mar 31, 2007	GMP	Receipt and review of Motion setting - file study	.30	200.00	60.00
Apr 2, 2007	GMP	Letter to Tim Hutchinson Re: Letters to Knox County and Davidson County Chancery Court Clerks	.20	200.00	40.00
Apr 2, 2007	GMP	Letter to Tim Hutchinson Re: Trial Date	.20	200.00	40.00
Apr 2, 2007	GMP	Review Notice from Court Re: Hearing	.10	200.00	20.00
Apr 4, 2007	GMP	Telephone call with co-defense Attorney - file status	.40	200.00	80.00
Apr 4, 2007	GMP	Receipt and review of Attorney General's Law in Support/Motion to Dismiss and Memorandum, Receipt and review of Monciers Pleading, Response to Sheriff Hutcinson and Mayor Ragsdale Motions, Motion for Default Judgment	1.20	200.00	240.00
Apr 4, 2007	GMP	Receipt and review of Subpoenas; Telephone call with co-defense Attorney	.30	200.00	60.00
Apr 5, 2007	GMP	Review Notice of Deposition	.20	200.00	40.00
Apr 5, 2007	JRT	Review correspondence, Plaintiff's Responses to Motions to Dismiss	2.80	200.00	560.00
Apr 5, 2007	JRT	Prepare Motion for Protective Order	2.50	200.00	500.00
Apr 5, 2007	GMP	Telephone call with co-defense Attorney	.60	200.00	120.00
Apr 5, 2007	GMP	Receipt and review of email from Plaintiff's attorney along with Voluminous materials; Receipt and review of email from co-defense attorney	1.30	200.00	260.00
Apr 5, 2007	JRT	Telephone call with co-defense Attorney - file conference, assist on Response to Motion	2.20	200.00	440.00
Apr 6, 2007	JRT	Receipt and review of Motion to Withdraw; letter to Plaintiff's attorney regarding other pleadings	1.00	200.00	200.00
Apr 6, 2007	GMP	Review Pleading	.30	200.00	60.00
Apr 9, 2007	GMP	Receipt and review of Order from the Court	.20	200.00	40.00
Apr 9, 2007	GMP	Receipt and review of Letter and Motions (hard copies) - file conference, Responses	.40	200.00	80.00

Continued on Page No. 3

Continued from Page No. 2

Apr 9, 2007	GMP	Review correspondence from Attorney Moncier Re: Motions	.10	200.00	20.00
Apr 9, 2007	GMP	Review Chancellor Lyle's Order on Motion for Protective Order	.30	200.00	60.00
Apr 9, 2007	GMP	Telephone call with Mary Ann Stackhouse	.20	200.00	40.00
Apr 10, 2007	GMP	Receipt and review of letter	.10	200.00	20.00
Apr 10, 2007	JRT	Review Order of the Court and Analysis	.40	200.00	80.00
Apr 10, 2007	GMP	Receipt and review of letter from co-defense Attorney, Receipt and review of Plaintiff's Attorney letter - file study	.80	200.00	160.00
Apr 11, 2007	JRT	Prepare for Hearing	2.20	200.00	440.00
Apr 12, 2007	GMP	Telephone call with Co-defense Attorney.	.20	200.00	40.00
Apr 12, 2007	GMP	Telephone call with Christy Smith at Court Re: Motion Date	.10	200.00	20.00
Apr 19, 2007	GMP	Telephone call with Court Clerk re: Motions	.20	200.00	40.00
Apr 19, 2007	GMP	Correspondence to Mary Ann Stackhouse	.20	200.00	40.00
Apr 20, 2007	GMP	Receipt and review of draft/revisions	1.20	200.00	240.00
Apr 20, 2007	ML	Prepare Notice of Intent Not to Appear or Respond	.30	87.50	26.25
Apr 20, 2007	ML	Letter to Clerk forwarding Notice	.20	87.50	17.50
Apr 24, 2007	ML	Left messages for Kristie Smith in Chancellor Lyle's office re: Hearing time on May 9th	.10	87.50	8.75
Apr 26, 2007	GMP	Receipt and review of Order; receipt and review of pleading	.60	200.00	120.00
Apr 30, 2007	GMP	Review Order from Davidson County Circuit	.10	200.00	20.00
May 3, 2007	GMP	Letter to Sheriff re: Order	.20	200.00	40.00
May 3, 2007	JRT	Receipt and review of Plaintiff's Motion to Amend; Amended Complaint; Plaintiff's Response to Post Motion to Dismiss for hearing	1.70	200.00	340.00
May 7, 2007	JRT	Research, prepare for hearing on Motion to Dismiss	6.10	200.00	1,220.00
May 7, 2007	JRT	Receipt and review of Motion to Amend, Amended Complaint, Plaintiff's Response	2.10	200.00	420.00

Continued on Page No. 4

Continued from Page No. 3

May 8, 2007	JRT	Additional preparation for Motion to Dismiss argument	3.40	200.00	680.00
May 8, 2007	ML	Westlaw research re: cases cited by Plaintiff	.40	87.50	35.00
May 8, 2007	ML	Prepare Notebook for Motion Hearing in Nashville	.50	87.50	43.75
May 9, 2007	JRT	Preparation for hearing on Motion to Dismiss	5.40	200.00	1,080.00
May 9, 2007	ML	Compile Pleadings in notebook and prepare Pleading Index	.30	87.50	26.25
May 9, 2007	ML	Pull and print additional case law from Westlaw for Motion hearing	.30	87.50	26.25
May 9, 2007	JRT	Travel to Nashville, argument in Davidson Co. Chancery on Motion to Dismiss	9.50	200.00	1,900.00
May 10, 2007	GMP	Review materials	1.00	200.00	200.00
May 10, 2007	GMP	Telephone call with Sheriff	.40	200.00	80.00
May 11, 2007	JRT	Westlaw research re: cases cited by Plaintiff	1.30	200.00	260.00
May 11, 2007	ML	Organize Knox. Co. Pleadings file and create Pleading Index	.10	87.50	8.75
May 11, 2007	ML	Researched new articles regarding client's decertification; attempted to locate Commissioner	2.10	87.50	183.75
May 11, 2007	GMP	Review Plaintiff's attorney letter/analysis	.90	200.00	180.00
May 11, 2007	GMP	Receipt and review of additional POST materials for Attorney General's office.	1.40	200.00	280.00
May 11, 2007	GMP	Review Plaintiff's filing of supplemental authorities and all case law cited by Plaintiff	2.10	200.00	420.00
May 12, 2007	GMP	Review of POST materials	1.60	200.00	320.00
May 15, 2007	GMP	Review POST Commission Complaints, Meeting Minutes	1.00	200.00	200.00
May 30, 2007	GMP	Review decision from Davidson County Chancellor, confernece with client, Mary Ann Stackhouse and send decision to client	1.60	200.00	320.00
May 30, 2007	GMP	Receipt and review of Order, telephone conference to and with Sheriff and co-defense attorney;	1.20	200.00	240.00

Continued on Page No. 5

Continued from Page No. 4

		telephone conference with co-defense attorney			
May 31, 2007	JRT	Review and analysis of voluminous Motions filed by plaintiffs	3.40	200.00	680.00
May 31, 2007	GMP	Telephone conference with Mary Ann Stackhouse	.30	200.00	60.00
Jun 1, 2007	GMP	Receipt and review of Plaintiff's pleadings; telephone conference with co-defense attorney	.90	200.00	180.00
Jun 1, 2007	GMP	Review Plaintiff's Motion to Alter or Amend filed in Davidson County Chancery	.40	200.00	80.00
Jun 2, 2007	JRT	Continue review of documents filed by Plaintiffs attorney, research and analysis of true facts	2.10	200.00	420.00
Jun 4, 2007	GMP	Review Chancellor Lyle's opinion on Motion to Reconsider, Plaintiff's attorney letter to POST, conference and analysis	1.00	200.00	200.00
Jun 4, 2007	GMP	Letter to Sheriff re: numerous pleadings	.20	200.00	40.00
Jun 4, 2007	GMP	Letter to Clerk and Master - Howard Hogan	.20	200.00	40.00
Jun 5, 2007	GMP	Review POST laws, administrative codes, meet with Mike Ruble	5.40	200.00	1,080.00
Jun 5, 2007	ML	Update pleadings from Davidson County file and create file for POST Commission filings	.40	87.50	35.00
Jun 6, 2007	GMP	Review POST law, conference with POST lawyer	2.70	200.00	540.00
Jun 6, 2007	GMP	Prepare for POST Hearing	4.20	200.00	840.00
Jun 6, 2007	JRT	Meetings, research re: issues in POST Commission.	2.10	200.00	420.00
Jun 7, 2007	GMP	Review and analysis of POST Commission minutes	.70	200.00	140.00
Jun 7, 2007	GMP	Review of Notice of Hearing	.10	200.00	20.00
Jun 7, 2007	GMP	Telephone conference with Mary Ann Stackhouse regarding background for case.	.50	200.00	100.00
Jun 9, 2007	GMP	Prepare for POST hearing.	3.10	200.00	620.00
Jun 10, 2007	GMP	Preparation for POST hearing	7.10	200.00	1,420.00
Jun 11, 2007	ML	Research federal cases filed by Mr.	1.10	87.50	96.25

Continued on Page No. 6

Continued from Page No. 5

		Moncier.			
Jun 11, 2007	ML	Met with Mr. Prince regarding obtaining documents	.30	87.50	26.25
Jun 11, 2007	ML	Online research to locate articles regarding Hutchison	.40	87.50	35.00
Jun 11, 2007	ML	Telephone call to Circuit Clerk requesting listing of all Moncier files filed against Knox County/Hutchison	.20	87.50	17.50
Jun 11, 2007	ML	Telephone call to Chancery Clerk requesting listing of all Moncier files filed against Knox County/Hutchison	.20	87.50	17.50
Jun 11, 2007	JRT	Telephone conference with Mary Ann Stackhouse	.20	200.00	40.00
Jun 11, 2007	JRT	Conference with GMP re: POST hearing	1.20	200.00	240.00
Jun 11, 2007	JRT	Review Motion for Protective Order	.20	200.00	40.00
Jun 11, 2007	JRT	Prepare for response in POST Commission	5.50	200.00	1,100.00
Jun 12, 2007	JRT	Finished reviewing federal cases filed by Herb Moncier; prepared list of USDC cases	2.80	200.00	560.00
Jun 12, 2007	ML	Telephone call to Chancery Clerk requesting style of cases for the listing of all Moncier filed against Knox County/Hutchison	.40	87.50	35.00
Jun 12, 2007	ML	Prepare spreadsheet of Chancery cases	1.00	87.50	87.50
Jun 12, 2007	GMP	Letter to Sheriff re: recent pleadings from other counsel	.20	200.00	40.00
Jun 12, 2007	GMP	Review Knox County's Motion for Protective Order re: Public Records Request to Sheriff	.20	200.00	40.00
Jun 12, 2007	GMP	Review Knox County's Motion for Protective Order re: depositions	.20	200.00	40.00
Jun 12, 2007	GMP	Review response for Merit Counsel and Mayor	.30	200.00	60.00
Jun 12, 2007	GMP	Review Notice of Appearance for Richard Beeler	.10	200.00	20.00
Jun 12, 2007	GMP	Review Knox County's Motion for Protective Order re: Public Records act Request	.10	200.00	20.00
Jun 13, 2007	ML	Organized documents to present at POST meeting; draft index for packet for POST meeting	1.10	87.50	96.25

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Jun 13, 2007	ML	Letter to Clerk, forward Motion	.10	87.50	8.75
Jun 13, 2007	ML	File Motion for Protective Order	.40	87.50	35.00
Jun 13, 2007	ML	Get Circuit Court Accounting of Moncier cases	.30	87.50	26.25
Jun 13, 2007	ML	Work on presentation for POST Commission	.30	87.50	26.25
Jun 13, 2007	GMP	Knox Chancery - Telephone conference with co-defense attorney - initial preparation of Motions	.80	200.00	160.00
Jun 13, 2007	GMP	Preparing presentation before POST	4.50	200.00	900.00
Jun 13, 2007	GMP	Prepare Motion for Protective Order re: Depositions	2.40	200.00	480.00
Jun 13, 2007	GMP	Review Notice of filing evidence in support of Motions for Protective Orders	.10	200.00	20.00
Jun 14, 2007	ML	Work on POST Commission presentation	4.80	87.50	420.00
Jun 14, 2007	GMP	Work on presentation to POST Commission, conference with Mary Ann Stackhouse, review of POST rules	2.10	200.00	420.00
Jun 14, 2007	JRT	Prepare for POST hearing, telephone conferences, meetings, review of POST rules	7.20	200.00	1,440.00
Jun 14, 2007	JRT	Travel to Nashville for POST hearing	2.50	200.00	500.00
Jun 14, 2007	GMP	Travel to Nashville for POST hearing.	2.50	200.00	500.00
Jun 15, 2007	GMP	POST Commission hearing in Nashville, return to Knoxville	6.00	200.00	1,200.00
Jun 15, 2007	JRT	Appearance before POST Commission, return to Knoxville	6.00	200.00	1,200.00
Jun 15, 2007	GMP	Telephone conference with Mike Ruble	.20	200.00	40.00
Jun 15, 2007	JRT	Correspondence from/to court reporter re: transcript of POST hearing	.20	200.00	40.00
Jun 16, 2007	GMP	Review emails of 8 pleadings from plaintiffs	1.00	200.00	200.00
Jun 17, 2007	JRT	Review Notice of Filing Additional Evidence in connection with Defendant's Motion for Protective Order	.30	200.00	60.00
Jun 18, 2007	GMP	Telephone conference with attorney Moncier	.10	200.00	20.00
Jun 18, 2007	GMP	Review of POST hearing transcript	1.50	200.00	300.00
Jun 18, 2007	GMP	Receipt and review of additional pleadings	1.80	200.00	360.00

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Jun 18, 2007	GMP	Preliminary responses to numerous recent filings by plaintiff's attorney.	1.70	200.00	340.00
Jun 18, 2007	JRT	Review and analysis of multiple filings in Davidson County, Motions from Knox County Law Director	1.50	200.00	300.00
Jun 19, 2007	GMP	Telephone call from co-defense attorneys; telephone conference with co-defense attorneys; receipt and review of information from Nashville.	1.00	200.00	200.00
Jun 19, 2007	JRT	Prepare responses to Davidson County Motion to Alter or Amend, file Supplemental Complaint, prepare Motion to Intervene	6.00	200.00	1,200.00
Jun 19, 2007	ML	Comparison of court's pleading to our records and update pleadings index.	3.00	87.50	262.50
Jun 19, 2007	GMP	Telephone conference with various lawyers.	.50	200.00	100.00
Jun 19, 2007	GMP	Telephone call to attorney general.	.20	200.00	40.00
Jun 19, 2007	GMP	Receipt and review Order from Judge Lyle	.30	200.00	60.00
Jun 20, 2007	JRT	Work on Response to Motion to Renew, Motion to Intervene, prepare Answer, Response to Motion to Consolidate, conference with Lynne Edgerton	7.10	200.00	1,420.00
Jun 20, 2007	ML	Work on Davidson County pleading notebook and make a separate file for POST documents	.50	87.50	43.75
Jun 21, 2007	GMP	Prepare response in Knox Co. case.	5.10	200.00	1,020.00
Jun 21, 2007	JRT	Review case law, Motion filed by co-defense attorneys, continue to prepare response in Davidson County, Part III.	8.50	200.00	1,700.00
Jun 21, 2007	GMP	Conference with Knox County Law Director and others	2.50	200.00	500.00
Jun 21, 2007	JRT	Prepare Response to plaintiff's Motion to reconsider	2.00	200.00	400.00
Jun 21, 2007	ML	Update pleading index in both Davidson County matters	2.00	87.50	175.00
Jun 21, 2007	ML	Packets to Clerk and Master in Nashville and to Attorney General	1.00	87.50	87.50
Jun 22, 2007	GMP	Review filings of POST	1.30	200.00	260.00
Jun 22, 2007	GMP	Prepare Motion for Injunctive Relief	2.00	200.00	400.00

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Jun 22, 2007	GMP	Court appearance Motion to Maintain Status Quo	3.60	200.00	720.00
Jun 23, 2007	GMP	Prepare for hearing; review POST material, telephone conference with client	6.80	200.00	1,360.00
Jun 25, 2007	GMP	Review voluminous filings and prepare for argument before Judge Lyle	5.00	200.00	1,000.00
Jun 25, 2007	GMP	Travel to Nashville for hearing	2.80	200.00	560.00
Jun 25, 2007	JRT	Research of pertinent law in preparation for hearing before Chancellor Weaver	3.00	200.00	600.00
Jun 25, 2007	ML	Telephone call from Mitizi in Hutchison's office requesting a copy of Moncier's filings	.10	87.50	8.75
Jun 26, 2007	GMP	Telephone conference with client, others, review Order	.80	200.00	160.00
Jun 26, 2007	GMP	Argument in Nashville, return to Knoxville	6.00	200.00	1,200.00
Jun 26, 2007	ML	Receipt and review of Affidavit of Grisham from POST fax to JRT in Nashville	.40	87.50	35.00
Jun 27, 2007	JRT	Prepare Response to plaintiff's Motion to Transfer, review plaintiffs Motion	2.30	200.00	460.00
Jun 27, 2007	JRT	Prepare for argument on Motions to Transfer, Motion hearing before Judge Dinkins, telephone conferences	2.10	200.00	420.00
Jun 27, 2007	GMP	Telephone conference with clients, telephone conference with clerk, telephone conference with Attorney General, review pleadings, numerous telephone calls with attorneys; clerk etc., conference with Judge and lawyers, receipt and review of Order	5.00	200.00	1,000.00
Jun 27, 2007	ML	Letter to Clerk forwarding Motions	.10	87.50	8.75
Jun 27, 2007	ML	Update pleading indexes and notebooks in both Davidson County cases	1.00	87.50	87.50
Jun 27, 2007	ML	Organized Knox County Chancery Court pleadings	.30	87.50	26.25
Jun 28, 2007	GMP	Telephone conference with General Edgerton, review Part IV Order, prepare Special Appearance Notice	1.70	200.00	340.00

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Jun 28, 2007	GMP	Review POST Motion to Dismiss, plaintiff's Motion	.80	200.00	160.00
Jun 28, 2007	GMP	Review Order, telephone conferences	1.90	200.00	380.00
Jun 28, 2007	GMP	Review recent pleadings; file conference, telephone conferences	1.10	200.00	220.00
Jun 28, 2007	ML	Prepared Notice of Special Appearance; Letter to Christi Scott; organized pleadings	1.30	87.50	113.75
Jun 29, 2007	GMP	Court apperance on motion hearing in Chancellor Weaver's Court	14.50	200.00	2,900.00
Jun 30, 2007	GMP	Telephone conference with client; telephone conference with attorney	1.30	200.00	260.00
Jul 2, 2007	GMP	Review Plaintiff's Notice of Appeal, Motions	2.70	200.00	540.00
Jul 2, 2007	JRT	Review plaintiff's filings in unrelated case served on us	.30	200.00	60.00
Jul 5, 2007	GMP	Telephone conference with POST attorney	.30	200.00	60.00
Jul 5, 2007	JRT	Review Courts Order denying plaintiffs Motion	.30	200.00	60.00
Jul 6, 2007	ML	Receipt and review of Petition filed by Moncier through Department of Commerce	.30	87.50	26.25
Jul 6, 2007	JRT	Review Notices of Contested case hearing	.20	200.00	40.00
Jul 6, 2007	JRT	Review plaintiff's filings in POST	.30	200.00	60.00
Jul 9, 2007	JRT	Telephone conference with Attorney General	.40	200.00	80.00
Jul 9, 2007	GMP	Review and analysis of Petition before Knox County Retirement Pension Board	.70	200.00	140.00
Jul 9, 2007	ML	Fax documents from Moncier to Lynn Edgerton	.30	87.50	26.25
Jul 10, 2007	GMP	Review correspondence from plaintiff's attorney to Administrative Procedures Division	.20	200.00	40.00
Jul 11, 2007	GMP	Telephone conference with counsel	1.40	200.00	280.00
Jul 12, 2007	GMP	Receipt and review of pleadings filed by plaintiff's attorney	.20	200.00	40.00
Jul 12, 2007	GMP	Telephone conference with attorney Allison Cleaves, review subpoenas, telephone conference with Administrative Procedures Division	1.50	200.00	300.00

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Jul 12, 2007	GMP	Telephone conference with counsel, review Motions	1.30	200.00	260.00
Jul 12, 2007	JRT	Research and work on Motion to Dismiss in POST	2.40	200.00	480.00
Jul 12, 2007	GMP	Telephone conference with attorneys.	.20	200.00	40.00
Jul 12, 2007	GMP	Prepare for decertification hearing	2.50	200.00	500.00
Jul 13, 2007	JRT	Research, preparation of Motion to Dismiss, Motion for Protective Order in POST	5.00	200.00	1,000.00
Jul 13, 2007	JRT	Review of co-defense attorney Responses and Motion to Quash	1.10	200.00	220.00
Jul 13, 2007	ML	Marked exhibits, prepared pleadings to be filed with the Court	.80	87.50	70.00
Jul 13, 2007	JRT	Prepare Motion, Response and Motion for Protective Order before Administrative Law Judge	2.00	200.00	400.00
Jul 16, 2007	GMP	Receipt and review of pleadings	2.60	200.00	520.00
Jul 17, 2007	JRT	Review pleadings, prepare for hearing, attend administrative law hearing	6.10	200.00	1,220.00
Jul 17, 2007	GMP	Review POST pleadings; prepare for argument	1.10	200.00	220.00
Jul 17, 2007	JRT	Prepare Response to Motion for Sanctions	1.80	200.00	360.00
Jul 17, 2007	ML	Organized new POST pleadings for hearing	1.20	87.50	105.00
Jul 17, 2007	ML	Preparation of notebooks for hearing	1.00	87.50	87.50
Jul 18, 2007	GMP	Letter to Administrative Procedures Division - Judge Collier re: Brief	.20	200.00	40.00
Jul 18, 2007	GMP	Letter to Mike Rubel re: Order and Brief	.20	200.00	40.00
Jul 18, 2007	GMP	Correspondence to Judge Collier re: Moncier's fax	.20	200.00	40.00
Jul 18, 2007	JRT	Work on POST filings	1.00	200.00	200.00
Jul 18, 2007	GMP	Review Order and pleadings from Mr. Moncier	1.00	200.00	200.00
Jul 18, 2007	GMP	Receipt and review of pleadings; meeting, telephone calls to clients	1.10	200.00	220.00
Jul 18, 2007	GMP	Prepare for hearing; prepare Response	1.80	200.00	360.00
Jul 18, 2007	JRT	Revise POST Brief	4.00	200.00	800.00
Jul 19, 2007	GMP	Telephone call with client, receipt	.80	200.00	160.00

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		and review of correspondence			
Jul 19, 2007	JRT	Preparation for Knox County Chancery hearing on Motions	4.80	200.00	960.00
Jul 20, 2007	JRT	Receipt and review of Order from the Administrative Law Judge	.20	200.00	40.00
Jul 20, 2007	GMP	Appearance in Knox County Chancery for Motion to Dismiss	2.70	200.00	540.00
Jul 20, 2007	GMP	Review filings from plaintiff's attorney	3.00	200.00	600.00
Jul 20, 2007	ML	Organized new POST pleadings, updated index of pleadings	.30	87.50	26.25
Jul 20, 2007	JRT	Appearance in Knox County Chancery for Motion to Dismiss	2.70	200.00	540.00
Jul 21, 2007	GMP	Review email from Judge Collier, review plaintiff's Supplemental Memorandum as to Standing, draft Response	1.80	200.00	360.00
Jul 23, 2007	JRT	Prepare for hearing with Administrative Law Judge, review filings	3.50	200.00	700.00
Jul 23, 2007	JRT	Appearance for conference with Administrative Law Judge	3.00	200.00	600.00
Jul 23, 2007	GMP	Conference call with Judge and attorneys	3.00	200.00	600.00
Jul 23, 2007	GMP	Prepare response, review emails, review plaintiffs' attorney's emails to Judge Collier	2.90	200.00	580.00
Jul 23, 2007	GMP	Correspondence with Sheriff Hutchison	.20	200.00	40.00
Jul 23, 2007	ML	Print and bind POST rules	.40	87.50	35.00
Jul 25, 2007	GMP	Telephone call to and with co-defense attorney	.40	200.00	80.00
Jul 25, 2007	GMP	Telephone call with co-defense attorney	.30	200.00	60.00
Jul 26, 2007	ML	Prepared notebooks for 8/6/07 hearing	1.70	87.50	148.75
Jul 26, 2007	JRT	Telephone call with co-defense attorney, research "criminal" conviction	1.80	200.00	360.00
Jul 27, 2007	ML	Telephone call to Davidson Clerk and Master re: Motion Dates	.10	87.50	8.75
Jul 27, 2007	ML	Preparation of Motion for Costs and Notice of Hearing	1.00	87.50	87.50

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In Account with
O'Neil, Parker & Williamson, PLLC
7610 Gleason Dr Ste 200
Knoxville, Tennessee 37919

Invoice Number: **2008771**
Invoice Date: **June 15, 2011**
File Number: **07056**

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Jul 27, 2007	GMP	Prepare Motion for attorneys fees	1.40	200.00	280.00
Jul 27, 2007	GMP	Review Order of Administrative Judge	.70	200.00	140.00
Jul 30, 2007	GMP	Review Order of the Court; telephone call with clients and co-defense attorney	1.90	200.00	380.00
Aug 1, 2007	GMP	Review transcripts of proceeding before Administrative Law Judge	3.70	200.00	740.00
Aug 5, 2007	GMP	Prepare for hearing	2.10	200.00	420.00
Aug 6, 2007	GMP	Prepare for Motion hearing	1.10	200.00	220.00
Aug 6, 2007	GMP	Review Order, conference with client	1.10	200.00	220.00
Aug 6, 2007	GMP	Receipt and review of POST Order, telephone call with co-defense attorney and Sheriff	1.20	200.00	240.00
Aug 6, 2007	GMP	Appear for hearing - Judge Weaver (cancelled)	.70	200.00	140.00
Aug 21, 2007	ML	Locate POST ruling online	.40	87.50	35.00
Aug 23, 2007	GMP	Review POST notifications	.40	200.00	80.00
Aug 30, 2007	GMP	Receipt and review of letter from POST regarding Moncier's motion to reconsider	.30	200.00	60.00
Sep 4, 2007	GMP	File conference; review and receipt of State's reply to Petition motion for Reconsideration of initial order, review file	.40	200.00	80.00
Sep 5, 2007	GMP	Telephone call with Co-Defendant attorney; telephone call with Sheriff	1.40	200.00	280.00
Sep 10, 2007	GMP	Review correspondence from appellatt court regarding designation of counsel	.10	200.00	20.00
Sep 17, 2007	GMP	Review of Order	.10	200.00	20.00
Sep 17, 2007	GMP	Correspondence to Client	.10	200.00	20.00
Sep 20, 2007	GMP	Review court appeals decision regarding attorneys fee for Moncier's own fault - court of appeals	1.20	200.00	240.00
Sep 25, 2007	GMP	Review defense's legal position and review case law	4.10	200.00	820.00
Oct 4, 2007	GMP	Review POST Transcript	2.00	200.00	400.00
Oct 4, 2007	GMP	Receipt and review transcripts: file study	2.40	200.00	480.00
Oct 30, 2007	GMP	Review New Lawsuit against Pension Board	1.10	200.00	220.00
Nov 2, 2007	GMP	Review of new case re: Sheriff(Knox Co	1.80	200.00	360.00

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		Pension/Retirement Board) and analysis of Knox Chancery 169022-1.			
Nov 5, 2007	ML	Telephone call to POST to inquire if there has been an appeal filed	.10	87.50	8.75
Nov 5, 2007	ML	Memo to file re: telephone conversation with Gaye at POST	.10	87.50	8.75
Nov 19, 2007	ML	Research in file re: dates of final odor	.20	87.50	17.50
Nov 27, 2007	ML	Telephone call to clerk requesting copy of POST Appeal	.40	87.50	35.00
Nov 29, 2007	GMP	Receipt and review of Court of Appeals decision(Moody v. Hutchison), analysis and application to case	1.50	200.00	300.00
Dec 3, 2007	GMP	Receipt and review of complaint: telephone calls to and with co-defense attorney; receipt and review of notice of hearing and state's memorandum of law, analysis of old and new changes	1.10	200.00	220.00
Dec 3, 2007	ML	Receipt of new Davidson County Chancery Court Complaint; created new pleading notebook	.20	87.50	17.50
Dec 4, 2007	GMP	Telephone call with sheriff	.40	200.00	80.00
Dec 8, 2007	GMP	Review of documents and review of adminstrative procedures	1.80	200.00	360.00
Dec 10, 2007	GMP	Review of states motion to dismiss	.50	200.00	100.00
Dec 11, 2007	GMP	Telephone call with co-defense attorney	.20	200.00	40.00
Dec 11, 2007	GMP	Review states' filing of record	1.00	200.00	200.00
Dec 12, 2007	GMP	Telephone call with Sheriff	.30	200.00	60.00
Dec 12, 2007	GMP	Review minutes of August commission meeting	1.80	200.00	360.00
Dec 12, 2007	GMP	Preparation of special appearance & motion	1.50	200.00	300.00
Dec 13, 2007	GMP	Preparation for hearing in Nashville, review of technical record	4.40	200.00	880.00
Dec 14, 2007	GMP	Travel to and hearing in Nashville, Tennessee, telephone call with sheriff	9.20	200.00	1,840.00
Dec 15, 2007	JRT	Receipt and review of Notice of substitution of counsel	.10	200.00	20.00
Dec 17, 2007	GMP	Meeting with sheriff re: review of new lawsuit	2.40	200.00	480.00

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Dec 17, 2007	ML	Prepare notebooks for meeting with Sheriff Hutchison	1.20	87.50	105.00
Dec 28, 2007	GMP	Receipt and review of letter	.20	200.00	40.00
Jan 3, 2008	ML	Telephone call to obtain motion dates	.10	87.50	8.75
Jan 11, 2008	GMP	Review of Motion For Continuance, review Notice from Court of Appeals	.10	200.00	20.00
Jan 14, 2008	GMP	Telephone call with co-defense attorney; receipt and review of letter	.20	200.00	40.00
Jan 31, 2008	GMP	Review correspondence from Mary Ann Stackhouse	.10	200.00	20.00
Feb 6, 2008	GMP	Review correspondence re: exhibits	.10	200.00	20.00
Feb 12, 2008	GMP	Review of various motions	.70	200.00	140.00
Feb 15, 2008	GMP	Appearance in Court for Motions	.50	200.00	100.00
Feb 22, 2008	GMP	Review order granting extension	.10	200.00	20.00
Mar 19, 2008	ML	Updated pleadings notebook/prepared notebook for motion hearing	.90	87.50	78.75
Mar 20, 2008	ML	Preparation of notebooks of POST Commission Technical Record	.70	87.50	61.25
Mar 28, 2008	GMP	Travel to and argument of motions in Nashville	9.60	200.00	1,920.00
Mar 28, 2008	ML	Work on preparation of pleadings notebook for hearing in Nashville	1.30	87.50	113.75
Mar 28, 2008	ML	Telephone call to Pam Jennings, work on update of pleadings notebook	.20	87.50	17.50
Mar 31, 2008	GMP	Work on preparation for hearing, telephone call with co-defense attorney	2.60	200.00	520.00
Apr 1, 2008	GMP	Receipt and review of scheduling order, telephone call with co-defendant's attorney	.30	200.00	60.00
Apr 2, 2008	GMP	Telephone call with sheriff, telephone call with attorney general	1.60	200.00	320.00
Apr 9, 2008	GMP	Receipt and review of unsigned (by Herb Moncier) proposed scheduling order (review ethic concerns from Judge Lee)	1.80	200.00	360.00
Apr 9, 2008	ML	Receipt and review of ECF order	.30	87.50	26.25
Apr 18, 2008	GMP	File review re: pending motions and other needed action.	6.10	200.00	1,220.00
Apr 24, 2008	GMP	Telephone call with sheriff	.20	200.00	40.00
Apr 28, 2008	JRT	Review and analysis of Chancellor Lyles' Order.	1.50	200.00	300.00

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Apr 29, 2008	JRT	Review Court's Order dismissing case 07-2227.	.20	200.00	40.00
Apr 29, 2008	GMP	Review of transcript from March 15.	1.50	200.00	300.00
Apr 29, 2008	GMP	Telephone conference with Sheriff, meeting with Sheriff; two telephone conferences with attorney general.	2.80	200.00	560.00
Apr 30, 2008	JRT	Receipt and review of letter from and response to request to remove co-defense attorney.	.20	200.00	40.00
May 6, 2008	GMP	Review correspondence from Appellate Court re: extension.	.10	200.00	20.00
May 12, 2008	GMP	Receipt and review of Court of Appeals Notice.	.10	200.00	20.00
May 13, 2008	ML	Update pleadings/index Middle District Court of Appeals.	1.00	87.50	87.50
May 15, 2008	GMP	Telephone call to plaintiff's attorney.	.10	200.00	20.00
May 16, 2008	GMP	Review voluminous pleadings filed by plaintiff's attorney.	4.40	200.00	880.00
May 17, 2008	JRT	Research of numerous claims of plaintiff's attorney in Court of Appeals	4.20	200.00	840.00
May 18, 2008	GMP	Review case law cited by attorney in voluminous pleadings.	3.20	200.00	640.00
May 20, 2008	GMP	Letter to Mike Ruble.	.20	200.00	40.00
May 23, 2008	GMP	Telephone call with Attorney General	.20	200.00	40.00
May 25, 2008	GMP	Review Mayor's draft of brief	1.50	200.00	300.00
May 27, 2008	GMP	Review of Attorney General documents-Knox County, Telephone call with Attorney General	1.50	200.00	300.00
Jun 2, 2008	JRT	Review order.	.10	200.00	20.00
Jun 2, 2008	JRT	Review response of POST.	.40	200.00	80.00
Jun 2, 2008	JRT	Review plaintiff's brief, POST brief.	3.40	200.00	680.00
Jun 3, 2008	JRT	Work on brief in Court of Appeals.	4.10	200.00	820.00
Jun 4, 2008	JRT	Work on Court of Appeals Brief.	6.70	200.00	1,340.00
Jun 5, 2008	JRT	Work on Court of Appeals Brief.	8.00	200.00	1,600.00
Jun 6, 2008	JRT	Letter to Hutchison regarding Brief.	.20	200.00	40.00
Jun 6, 2008	JRT	Work on Court of Appeals Brief.	9.50	200.00	1,900.00
Jun 9, 2008	ML	Work on brief preparation	2.00	87.50	175.00
Jun 9, 2008	ML	Letter to clerk forwarding brief	.20	87.50	17.50

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Jun 10, 2008	GMP	Telephone conference with attorney general - search for request.	1.80	200.00	360.00
Jun 12, 2008	GMP	Review Appellate POST's Motion and Affidavits.	.20	200.00	40.00
Jun 17, 2008	GMP	Review Plaintiff's response.	.20	200.00	40.00
Jun 18, 2008	GMP	Review of plaintiff's response to POST Motion to Dismiss	.80	200.00	160.00
Jun 18, 2008	GMP	Review Oral Argument Notice	.10	200.00	20.00
Jun 18, 2008	GMP	Telephone call with Attorney General, attempted conference call with county attorney, research re: Quo Warranto, in Limine Hearing	1.20	200.00	240.00
Jun 24, 2008	GMP	Work on preparation for motions/Nashville telephone call with attorney general	3.60	200.00	720.00
Jun 25, 2008	GMP	Review Notice of Hearing, review status of case 7-2227-11(111), telephone conference with Will Lundy.	1.50	200.00	300.00
Jun 27, 2008	GMP	Telephone conference with attorney general.	.20	200.00	40.00
Jul 2, 2008	GMP	Review Oral Argument Notice.	.20	200.00	40.00
Jul 7, 2008	GMP	Review POST Motion to Withdraw Response and attachments.	1.80	200.00	360.00
Jul 9, 2008	JRT	Review POST's Appellate Brief.	1.20	200.00	240.00
Jul 13, 2008	GMP	Prepare for Motion and argument.	3.80	200.00	760.00
Jul 14, 2008	GMP	Review of plaintiff's responses and prepare for argument in Court of Appeals	4.00	200.00	800.00
Jul 15, 2008	GMP	Argument of motion before the appellate court in Nashville and return	10.50	200.00	2,100.00
Jul 16, 2008	ML	Preparation of notebook for motion hearing	1.00	87.50	87.50
Jul 16, 2008	JRT	Appearance for motions, conference with Law Director's Office	2.10	200.00	420.00
Jul 16, 2008	GMP	Hearing before Judge Weaver	2.10	200.00	420.00
Jul 17, 2008	GMP	Receipt and review of State Appellate Court tracking system, receipt and review of order from Chancellor Ellen Lyle	1.20	200.00	240.00
Jul 17, 2008	JRT	Receipt and review Attorney of Robert Watson's letter and order	.10	200.00	20.00

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Jul 21, 2008	GMP	Review Chancery Court ruling in Pulling Records Act, case review of Konvalinka decision	1.60	200.00	320.00
Jul 24, 2008	GMP	Receipt and review of Appeals document	.10	200.00	20.00
Jul 26, 2008	GMP	Review recent case law re: determination of whether the offense took place	1.20	200.00	240.00
Aug 7, 2008	GMP	Telephone conference with Sheriff Hutchison.	.20	200.00	40.00
Aug 12, 2008	GMP	Telephone conference with 6th Circuit re: lost DVD.	.20	200.00	40.00
Aug 19, 2008	JRT	Receipt and review of Notice of Substitution of counsels	.10	200.00	20.00
Aug 22, 2008	JRT	Telephone call with co-defense attorney	.20	200.00	40.00
Aug 25, 2008	JRT	Receipt and review Motion for Leave to Withdraw and Substitute Counsel; review Appellate Decision - Deselm	1.20	200.00	240.00
Aug 28, 2008	GMP	Review, analysis of recent ruling in Hutcheson's case and similiar case, study "Home Rule" charter & connection, review article 61 of TN and T.C.A. 5-1-20101 seq.	3.10	200.00	620.00
Aug 29, 2008	JRT	Review Notice of filing and Court of Appeals Decision	.60	200.00	120.00
Aug 29, 2008	GMP	Review similiar cse re: Joe Sim (Loudon Co. Sheriff) 2007 change in election law	2.20	200.00	440.00
Sep 25, 2008	JRT	Review various correspondence re: Herb Moncier's motions	.30	200.00	60.00
Sep 29, 2008	JRT	Work on preparing motion to dismiss	1.00	200.00	200.00
Sep 30, 2008	JRT	Preparation of renewed motion to dismiss	.30	200.00	60.00
Oct 1, 2008	JRT	Continued preparation of motion to dismiss	.40	200.00	80.00
Oct 8, 2008	GMP	Review memo re: Sheriff Tim Hutchison	.40	200.00	80.00
Oct 18, 2008	JRT	Review Court of Appeals Opinion	.50	200.00	100.00
Oct 20, 2008	GMP	Receipt and review of appellate decision: telephone call with Sheriff Hutchison	1.50	200.00	300.00
Oct 23, 2008	GMP	Receipt and review of motion, receipt	.10	200.00	20.00

Continued on Page No. 19

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		and review of letter to Court of Appeals			
Oct 27, 2008	JRT	Review correspondence and motion to withdraw	.20	200.00	40.00
Oct 30, 2008	JRT	Review Mayor's Motion for Summary Judgment	.30	200.00	60.00
Oct 30, 2008	GMP	Receipt and review of Motion and Memorandum of Law; receipt and review of order of Chancery Court	.50	200.00	100.00
Nov 13, 2008	JRT	File review, prepare Notice of Filing in Knox Chancery case	2.40	200.00	480.00
Dec 17, 2008	JRT	Review and analysis of Plaintiff's application for permission to appeal to Supreme Court.	3.40	200.00	680.00
Dec 19, 2008	JRT	Research, work on response to Plaintiff's application for Rulle 11.	6.40	200.00	1,280.00
Dec 22, 2008	JRT	Work on response to Plaintiff's Rule 11 application.	5.10	200.00	1,020.00
Dec 29, 2008	JRT	Review POST Answer to Rule application.	.50	200.00	100.00
Dec 29, 2008	JRT	Preparation of response to Rule 11 application.	6.00	200.00	1,200.00
Dec 30, 2008	JRT	Work on response brief to Plaintiff's Rule 11 application.	7.10	200.00	1,420.00
Dec 31, 2008	JRT	Preparation of Rule 11 response; Brief to Supreme Court.	5.70	200.00	1,140.00
Jan 7, 2009	JRT	Review Ragsdale's binder to POST Commission response.	.10	200.00	20.00
Jan 14, 2009	JRT	Review Notice from Court of Appeals regarding Plaintiff's failure to pay litigation tax.	.10	200.00	20.00
Jan 19, 2009	ML	Preparation of notebook for Motion hearing on Friday.	1.20	87.50	105.00
Jan 20, 2009	GMP	Preparation for meeting.	1.00	200.00	200.00
Jan 20, 2009	ML	Prepare summary and notebook	2.00	87.50	175.00
Jan 20, 2009	GMP	Telephone call with co-defense attorney.	.20	200.00	40.00
Jan 22, 2009	JRT	Preparation for Motion hearings in Chancery Court.	2.60	200.00	520.00
Jan 23, 2009	JRT	Argue Motions to Dismiss in Knox Chancery	2.50	200.00	500.00

Continued on Page No. 20

Continued from Page No. 19

Jan 23, 2009	GMP	Hearing on motion to dismiss	2.50	200.00	500.00
Jan 26, 2009	GMP	Telephone call with Attorney General; statutes regarding consolidation attempts and efforts of facts to circumvent jurisdiction; receipt and review of Notice of Apperance.	.30	200.00	60.00
Jan 27, 2009	GMP	Telephone call with Sheriff.	.30	200.00	60.00
Jan 27, 2009	JRT	Review Appellants Rule 16 Motion to Consolidate.	2.50	200.00	500.00
Feb 4, 2009	JRT	Review Plaintiff's Motion to Amend, Motion for Judgment, Amended Complaints in two cases.	2.20	200.00	440.00
Feb 16, 2009	GMP	Telephone conference with sheriff.	.20	200.00	40.00
Feb 16, 2009	JRT	Review Order dismissing appeal.	.20	200.00	40.00
Mar 3, 2009	JRT	Review mandate.	.10	200.00	20.00
Mar 18, 2009	GMP	Receipt and review of first amended motion to dismiss Plaintiff's complaint	.30	200.00	60.00
Mar 18, 2009	GMP	Receipt and review of first amended memo of law in support of TN Peace Officers standards and training.	.20	200.00	40.00
Mar 18, 2009	GMP	Motion to Dismiss Plaintiff's Complaint.	.30	200.00	60.00
Mar 30, 2009	GMP	Review of Plaintiff's pleadings filed and compare with attorney general findings.	1.40	200.00	280.00
Apr 6, 2009	GMP	Emails regarding meeting.	.10	200.00	20.00
Apr 7, 2009	GMP	Meeting with all attorneys.	1.10	200.00	220.00
Apr 21, 2009	ML	Update Pleadings and index for motion hearing.	1.30	87.50	113.75
May 6, 2009	GMP	Receipt and review memo and opinion.	.10	200.00	20.00
May 6, 2009	GMP	Analysis and conference regarding memo and opinion.	1.50	200.00	300.00
May 6, 2009	GMP	Telephone calls with Attorney Ruble, Sheriff and attorney general.	.40	200.00	80.00
May 7, 2009	GMP	Meeting with Sheriff and Attorney Ruble.	.70	200.00	140.00
May 13, 2009	GMP	Motion notice.	.10	200.00	20.00
Jun 4, 2009	GMP	Telephone call with attorney general.	.80	200.00	160.00
Jun 18, 2009	ML	Telephone call to Davidson County Clerk.	.30	87.50	26.25
Jun 19, 2009	GMP	Attend argument on behalf of Sheriff	7.20	200.00	1,440.00

Continued on Page No. 21

Continued from Page No. 20

		regarding motion in Nashville.			
Jun 24, 2009	ML	Redaction of personal information from personnel files.	.80	87.50	70.00
Jun 25, 2009	GMP	Review filing and filings of Plaintiff attorney.	2.60	200.00	520.00
Jun 25, 2009	GMP	Review prior case law (Plaintiff's attorney taking same positions and losing a number of times); review court of appeals June 16 opinion.	1.00	200.00	200.00
Jun 26, 2009	GMP	Telephone call with all defense attorneys.	.40	200.00	80.00
Jun 26, 2009	GMP	Drafted letter to Judge Lyle's clerk regarding Moncier's comment to the newspaper.	.20	200.00	40.00
Jun 29, 2009	ML	Telephone call to Chancery Clerk.	.20	87.50	17.50
Jun 29, 2009	ML	Preparation of materials for meeting on motions.	1.30	87.50	113.75
Jun 29, 2009	GMP	Receipt and review of memo; file conference.	1.10	200.00	220.00
Jul 9, 2009	ML	Email 6th Circuit opinions to sheriff.	.10	87.50	8.75
Jul 10, 2009	JRT	Preparation for and attendance at Motion hearing.	2.50	200.00	500.00
Jul 10, 2009	GMP	Preparation and attendance at hearing in Knox Chancery.	2.50	200.00	500.00
Jul 23, 2009	GMP	Receipt and review of attorney generals notice of appeal as to POST; file conference.	.80	200.00	160.00
Jul 27, 2009	JRT	Review POST Notice of Filing and Court Costs.	.10	200.00	20.00
Aug 4, 2009	GMP	Receipt and review of POST notice of filing court cost.	.10	200.00	20.00
Aug 20, 2009	JRT	Preparaton for motion hearing.	1.00	200.00	200.00
Aug 21, 2009	JRT	Appearance in Knox Chancery Court for hearing on motions.	3.10	200.00	620.00
Aug 26, 2009	GMP	Telephone call with Attorney Watson regarding ruling	.10	200.00	20.00
Aug 27, 2009	GMP	Receipt and review of Plaintiff's pleadings.	.50	200.00	100.00
Nov 12, 2009	GMP	Letter to Tim Hutchinson regarding memorandum opinion	.10	200.00	20.00
Nov 12, 2009	GMP	Receipt and review memorandum opinon	.60	200.00	120.00

Continued on Page No. 22

Continued from Page No. 21

		and telephone call with sherrif regarding same.			
Nov 17, 2009	JRT	Review order of court.	.40	200.00	80.00
Dec 18, 2009	GMP	Review Motion to Recuse Judge Weaver	.10	200.00	20.00
Dec 18, 2009	GMP	Motion hearing before Judge Weaver	2.40	200.00	480.00
Feb 2, 2010	GMP	Receipt and review of brief of appellant and, analysis of same and report to client.	1.20	200.00	240.00
Mar 15, 2010	GMP	Receipt and review of notice of oral argument.	.10	200.00	20.00
Oct 11, 2010	GMP	Telephone call with sheriff regarding status	.20	200.00	40.00
		Total Fees			*131,161.25*

DISBURSEMENTS - Incurred on your behalf		*Qty*	*Each*	*Costs*
Apr 30, 2007	Copies	175	0.10	17.50
May 9, 2007	Travel incident - Parking in Nashville, Receipt No. 7407			12.00
May 9, 2007	Travel Incident - Mileage to/from Nashville	350	0.47	164.50
Jun 5, 2007	Elite Reporting Services- Inv. No. 6255, Check No. 59700			150.00
Jun 14, 2007	Mileage for trip to Greenville and parking paid check no. 60042			87.15
Jun 14, 2007	Binders for POST hearing, paid check no. 600042			50.78
Jun 15, 2007	Attend POST hearing in Nashville - mileage	320	0.47	150.40
Jun 15, 2007	Court Reporter - Patsy Norman check no. 60054			178.75
Jun 15, 2007	Elite Reporting Service, Appearance fee - POST Commission Hearing; Check No. 60134			150.00
Jun 19, 2007	Tracy Imaging - copies Check No. 60146			84.56
Jun 22, 2007	McGee & Associates Court Reporting - one-fourth per diem Check No. 60140			45.00
Jun 26, 2007	Parking			10.00
Jun 26, 2007	Travel to and from Nashville	360	0.47	169.20
Jun 26, 2007	Cleeton Davis Court Reporters, LLC - Appearance fee, transcript Check No. 60132			803.12
Jul 4, 2007	Fed Ex - multiple shipments Check No. 60235			67.71
Jul 4, 2007	FED EX - Mutiple shipments Check No. 60235			28.11
Dec 13, 2007	Copies of Lawsuit from Davidson County			12.41

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Continued from Page No. 22

	Court			
Dec 14, 2007	Hearing in Nashville, Tennessee	179.9	0.47	84.56
Dec 14, 2007	Davidson County Clerk and Master for bill of costs			12.41
Mar 29, 2008	Reimbursement for travel to and from Nashville for attendence in motion hearing concerning sheriff 256 miles x .505 = $129.28			129.28
Apr 16, 2008	Reimbursement for check# 61819 to Tracy Imaging re: Copies -$67.30			67.30
Dec 31, 2008	Reimbursement: Check # 63030 - copies/binding (Chris Thompkins)			100.26
Jan 23, 2009	Reimbursment - Copy of Transcript from Hearing - McGee & Associates Court Reporting			317.00
Jun 19, 2009	Mileage - Travel to motion hearing in Nashville	354	0.55	194.70
Aug 24, 2009	Reimbursment - Gibson Court Reporting			30.00
	Total Disbursements			*3,116.70*

GJE 25474

Invoice Total: $134,277.95

Please make Check(s) payable to: "O'Neil, Parker & Williamson, PLLC"

Please remit payment to "O'Neil, Parker & Williamson, PLLC."

Firm EIN: 62-0251453

Invoice due upon receipt.

Per: _____
Signature: Gary Prince

E&OE

RLA-2471 **R-11-8-901**

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION
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 placing employees of the Knox County Commission under the General Knox County Employee Handbook.

(DEFERRED FROM JULY)

(Commissioner Hammond)

Work Session Recommendation: **Defer 30 Days**

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, PLACING EMPLOYEES OF THE KNOX COUNTY COMMISSION UNDER THE GENERAL KNOX COUNTY EMPLOYEE HANDBOOK.

RESOLUTION: **R-11-8-901**

REQUESTED BY: **COMMISSIONER HAMMOND**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Employee Handbook outlines and summarizes basic personnel policies, employee benefits, employee responsibilities, and employee rights; and

WHEREAS, presently, the vast majority of Knox County employees fall under the auspices of the Knox County Employee Handbook, albeit such is not the case for those employees of the Knox County Commission; and

WHEREAS, best management practices for local government entities relative to the rights, responsibilities and duties of their employees is to have a uniform, consistent set of policies so that all employees enjoy the same benefits and are held to the same high ethical and professional standards.

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

Effective upon the passage of this Resolution, employees of the Knox County Commission shall come under the General Knox County Government Employee Handbook.

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

RLA-2576 **R-11-8-902**

Commission

Meeting Date: 08/22/2011

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 requesting that the Metropolitan Planning Commission conduct a study to determine which land use and zoning categories are best suited for the construction and/or placement of pain management clinics, and make recommendations to the Knox County Commission of such amendments to the Knox County Zoning Ordinance.

(Commissioners Hammond and Anders)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THAT THE METROPOLITAN PLANNING COMMISSION CONDUCT A STUDY TO DETERMINE WHICH LAND USE AND ZONING CATEGORIES ARE BEST SUITED FOR THE CONSTRUCTION AND/OR PLACEMENT OF PAIN MANAGEMENT CLINICS AND MAKE RECOMMENDATIONS TO THE KNOX COUNTY COMMISSION OF SUCH AMENDMENTS TO THE KNOX COUNTY ZONING ORDINANCE.

RESOLUTION: R-11-8-902

REQUESTED BY: COMMISSIONERS HAMMOND & ANDERS

PREPARED BY: KNOX COUNTY LAW DIRECTOR

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, recent changes to Tennessee Code Annotated Title 63 relative to pain management clinics provide for State oversight relative to rules for a pain management clinic to address the operation of the clinic, personnel requirements for the clinic, training requirements for all clinic providers who are not regulated by another board, patient records, standards to ensure quality of patient care, infection control, health and safety requirements, certificate application and renewal procedures and requirements, data collection and reporting requirements, inspections and complaint investigations, and patient billing procedures; and

WHEREAS, despite the above regulations, many jurisdictions struggle with the proliferation of prescription drug abuse caused in part by unregulated pain clinics (referred to by some law enforcement entities as "pill mills") and the indiscriminate distribution of pain medication; and

WHEREAS, the above-referenced regulations fail to address the land use and zoning issues that arise relative to the construction and placement of pain management clinics; and

WHEREAS, the Knox County Zoning Ordinance also does not specifically address pain management clinics.

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

That the Knox County Commission hereby requests that the Metropolitan Planning Commission conduct a study to determine which land use and zoning categories are best suited for the construction and/or location of pain management clinics and make recommendations to the Knox County Commission of such amendments to the Knox County Zoning Ordinance.

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to forward a copy of this Resolution to the Executive Director of the Knoxville-Knox County Metropolitan Planning Commission to make him aware of the Knox County Commission's request with respect to this matter.

BE IT FURTHER RESOLVED, that if any other 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**

RLA-2571 **R-11-8-903**

Commission

Meeting Date:	08/22/2011		
Requested By:	Diane Woods, PURCHASING		
Department:	PURCHASING		
Requires Expenditure of Funds:	YES	Funded in Current Budget:	NO
Appropriation Required:	YES		

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the following documents related to the new Carter Elementary School: (1) an Interlocal Cooperation Agreement between Knox County, The Industrial Development Board of the County of Knox, and the Knox County Board of Education; (2) a Purchase Agreement between Knox County and the Industrial Development Board of the County of Knox; and (3) a Memorandum of Understanding and Agreement between Knox County and the Industrial Development Board of the County of Knox.

(Commissioner Hammond)

Work Session Recommendation: **No Recommendation** **11-0-0-0**

Attachments

Resolution

Interlocal Agreement

MOU w/ IDB

Purchase Agreement

Carter FAQ

Carter Summary Budget

Carter Elementary Design

Exterior Rendering

Floor Plan

Site Plan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE FOLLOWING DOCUMENTS RELATED TO THE NEW CARTER ELEMENTARY SCHOOL: (1) AN INTERLOCAL COOPERATION AGREEMENT BETWEEN KNOX COUNTY, THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX, AND THE KNOX COUNTY BOARD OF EDUCATION; (2) A PURCHASE AGREEMENT BETWEEN KNOX COUNTY AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX; AND (3) A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN KNOX COUNTY AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX.

RESOLUTION: **R-11-8-903**

REQUESTED BY: **COMMISSIONER HAMMOND**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, over the past several months, the Knox County Commission has deferred appropriating funds for renovations relative to Carter Elementary School to provide the County Commission, the County Mayor and the Knox County Board of Education an opportunity to identify additional funding for, or alternatives to, the proposed renovations in the form of a new school; and

WHEREAS, the County Commission, the County Mayor and the Knox County Board of Education have determined that the Industrial Development Board of the County of Knox (the "IDB"), a creature of State Statute, is empowered to finance, acquire, own, lease, or dispose of properties, and enter into lease and lease-purchase agreements with public entities; and

WHEREAS, Knox County, along with the Knox County Mayor and the Knox County Board of Education, are desirous of enlisting the services of the IDB to attend to the construction of a new Carter Elementary School.

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

The Interlocal Cooperation Agreement between Knox County, the IDB, and the Knox County Board of Education related to the new Carter Elementary School, the Purchase Agreement between Knox County and the IDB concerning real property located on Strawberry Plains Road, and the Memorandum of Understanding and Agreement between Knox County and the IDB concerning contribution of costs relating to the development of a new Carter Elementary School 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 Interlocal Cooperation Agreement between Knox County, the IDB, and the Knox County Board of Education related to the new Carter Elementary School, the Purchase Agreement between Knox County and the IDB concerning real property located on Strawberry Plains Road, and the Memorandum of Understanding and Agreement between Knox County and the IDB concerning contribution of costs relating to the development of a new Carter Elementary School 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 by approving the above-referenced agreements, Knox County declares its intent to support the agreements by considering property sales, one-time funds and appropriate reserves to satisfy its agreed upon contribution amount toward the Carter Elementary project.

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

INTERLOCAL COOPERATION AGREEMENT BETWEEN KNOX COUNTY, THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX, AND THE KNOX COUNTY BOARD OF EDUCATION RELATED TO THE NEW CARTER ELEMENTARY SCHOOL

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this ____ day of August, between Knox County (the "County"), the Industrial Development Board of the County of Knox, and the Knox County Board of Education (the "Board" or "Board of Education") relating to a new Carter Elementary School (the "Project" or the "School").

RECITALS

WHEREAS, the Industrial Development Board of the County of Knox, Tennessee (the "IDB") is the industrial development authority of Knox County, Tennessee and is duly incorporated pursuant to Sections 7-53-301 et seq., Tennessee Code Annotated; and

WHEREAS, the IDB is a public nonprofit corporation, having a corporate existence distinct and separate from the County and the Board; and

WHEREAS, pursuant to the provisions of state law, Sections 7-53-101, Tennessee Code Annotated (the "Act"), a purpose of the IDB is to promote industrial development and to provide additional job opportunities in Knox County and the surrounding area and to pursue the statutory objectives for industrial development corporations authorized under the Act, and in connection therewith, is authorized to acquire, improve, and convey projects, including, without limitation, public buildings for any city, county or metropolitan government, or any public authority, agency or instrumentality of the state of Tennessee or of the United States and for any nonprofit educational institution in any manner related to or in furtherance of the educational purposes of such institution, including but not limited to classrooms, administrative functions, laboratories, and physical education facilities; and

WHEREAS, as the IDB is providing a public service in undertaking the Project, the County and the IDB are entering into a memorandum of understanding under which the County will agree pursuant to applicable law to provide adequate funds and staffing support to the IDB so that the IDB can undertake the activities of the IDB described herein; and

WHEREAS, state law provides that there shall be a local public school system operated in each county or combination of counties in the state, which shall be administered by a local board of education and a director of schools, or superintendent; and

WHEREAS, under state law and the Charter of Knox County (the "Charter"), the exclusive management and control of the school system of the County of Knox is vested in the Board of Education; and

WHEREAS, the Charter provides that the Board of Education has all such duties, powers, and authority necessary or reasonably implied to manage and control the Knox County Schools ("KCS") as provided by the Constitution of the State of Tennessee, general state law, the Charter, or any applicable ordinance; and

WHEREAS, the director of schools, or superintendent (the Superintendent") is the chief administrative officer and executive official of the KCS and is responsible for exercising all executive and administrative functions of KCS; and

WHEREAS, under state law and the Charter, Knox County is authorized and required to provide appropriate funding to the Board for the operation of the KCS; and

WHEREAS, the Board of Education included $5 million in its 2010-2011 capital improvement plan to Knox County for proposed improvements to the Carter campus; and

WHEREAS, the Board purchased certain real property on Strawberry Plains Pike (the "Property") with Knox County Schools funds; and

WHEREAS, the Mayor of Knox County has stated his intention and willingness to use funds from the sale of Knox County property and other sources that will not affect future funding of the School System to provide a new Carter Elementary to the Board; and

WHEREAS, the parties have agreed to enter into this agreement in order to effect the purposes stated herein; and

WHEREAS, it is a declared public purpose of the State of Tennessee that the construction of school facilities and the operation of such facilities is a public purpose; and

WHEREAS, the parties are authorized to enter into the subject agreement pursuant to the Interlocal Cooperation Act ("ICA"), codified at Section 12-9-101 et seq., Tennessee Code Annotated; and

WHEREAS, the ICA has as its purpose to permit local government units the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to form of government organization that will accord best with economic and other factors influencing the needs and development of local communities.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein and other good and valuable consideration, and pursuant to the authority granted them by the Constitution of the State of Tennessee, the Charter of Knox County, general state law, and any applicable ordinance, the parties agree as follows.

1. Delivery of Completed School. Subject to the limitation of remedies in Section 11 hereof, Knox County (the "County") will deliver a completed Carter Elementary School (the "School"), and the real property thereon, to the Knox County Schools ("KCS") between June 1, 2013, and July 15, 2013. The School will include furniture, fixtures, and equipment that meet the standards of KCS.

2. Acceptance of Completed School. If the completed School is designed and constructed in compliance with this Agreement, the Board of Education will approve acceptance of title to the improved Property. The conveyance will occur by Warranty Deed from Knox County to the Board of Education.

3. Approval of Capital Improvement Plan. Contemporaneous with the approval of this Agreement, Knox County Commission will approve and authorize the remaining KCS capital improvement plan for the budget year 2010-2011.

4. Knox County School Board Funding. KCS will contribute $2.5 million from its approved 2010-2011 capital improvement plan to the Project, provided that Knox County Commission has approved and

authorized the remaining KCS 2010-2011 capital improvement plan, as described above. Such funds shall be transferred after acceptance of the completed School by Knox County, the IDB, and KCS. Except for this obligation, KCS shall have no financial obligation or burden, directly or indirectly, whatsoever in the construction or equipping of the School. Knox County agrees that, neither in the current capital budget nor in any future budget shall Knox County impose or attempt to impose any financial obligation or burden, directly or indirectly, whatsoever upon KCS for the construction, completion, or equipping of the School.

5. Knox County Funding. Except for the contribution of $2.5 million by KCS referenced above, the IDB will be solely and entirely responsible for the costs necessary to design, construct, and deliver a new, completed Carter Elementary School to KCS, which will be paid solely from County funds which are expected to be paid as the purchase price for the Project. The County agrees to fund its obligations for the Project entirely through the sale of property owned by Knox County (other than property purchased by, controlled by, or utilized by KCS) or through the use of Knox County's general fund balance or Knox County's debt service fund balance.

6. Approval of Agreements. The Project shall not commence unless and until the Board of Education, the Knox County Commission, and the IDB have each approved this Agreement and all final documents to which they are parties by a proper vote at a duly noticed public meeting of their respective bodies. Drafts of all such agreements shall be provided to the Superintendent sufficiently in advance of the School Board workshop at which this Interlocal Agreement will be considered for the Superintendent to provide copies to Board members on the Thursday before the workshop.

7. Plans and Specifications. The schematic plans and specifications for the Project shall be delivered to the Superintendent, or his designee, no later than October 17, 2011. KCS, through the Superintendent's designee, will review the schematic plans and specifications in timely fashion and shall either provide written comments for consideration and reevaluation or approve the documents. The schematic plans and specifications shall not be considered approved until the Superintendent's designee has given his written approval. If final approval of the schematic plans and specifications has not been given in writing by the IDB or the IDB's designee and by the Superintendent's designee on or before October 31, 2011, this Agreement shall terminate. The obligations of Knox County to approve the 2010-2011 capital improvement plan, as described above, shall survive such termination.

If the schematic plans and specifications are approved in writing by the IDB or the IDB's designee and by the Superintendent's designee, final plans and specifications for the construction of the School shall be prepared. As these plans and specifications are finalized, they shall be submitted to the Superintendent's designee for review and input. Such final plans and specifications shall conform in all material respects to the approved schematic plans and specifications.

8. Construction. KCS will permit the Property to be used by the IDB and the County for the Project. The parties agree that KCS, through the Superintendent or his designee or designees, shall be permitted to monitor construction of the Project. The IDB shall ensure that the Superintendent and his designee(s) shall have access to the Project site from time to time, upon reasonable notice. Upon reasonable notice from the IDB, KCS will provide one or more persons designated by the Superintendent to inspect the Project at the request of the IDB; provided, however, that the failure of KCS to identify defects in the construction of the Project, the failure of any portion of the construction to conform to the Schematic Plans, design specifications, or programmatic requirements of KCS, and any other alleged failure on the part of KCS, shall not relieve any party of its obligations under this Agreement nor shall it constitute a waiver of the obligations of any party hereunder. If KCS determines that the construction of the Project is not in compliance in all material respects with the Plans, notice shall be given to the IDB (and/or such other parties designated by the IDB in writing) within five (5) business days of such inspection. The

construction of the Project shall comply with all applicable statutes, ordinances, and regulations of any governmental entity or regulatory agency having jurisdiction over the Project.

9. Furniture, Fixtures, and Equipment. Knox County shall be responsible for insuring that, prior to entering into any agreements for purchasing furniture, fixture, or equipment ("FF&E") for the School, the Superintendent's designee will be given an opportunity for review and approval. KCS, through the Superintendent's designee, will review each proposal in timely fashion. No FF&E shall be purchased for the School without the consent of the Superintendent's designee. All FF&E shall be purchased with funds from Knox County, as specified in paragraph 5 above.

10. Completion of Construction. Failure of the School to be constructed and conveyed to KCS within the time specified herein shall constitute a breach of this Agreement.

11. Remedies. In the event of a breach of this Agreement, KCS shall have the following remedies.

(i) Non-conforming School. If a non-conforming school is delivered to the IDB and if all non-conforming matters are not cured such that the completed School has not been conveyed to KCS by June 1, 2014, Knox County shall pay to KCS the price paid by KCS for the Property at the time of its original purchase. Such payment shall be made by Knox County to KCS by July 1, 2014, irrespective of whether the developer makes voluntary payment to the IDB pursuant to the terms of any development agreement pertaining to the project. KCS shall also be relieved of its obligations to contribute $2.5 Million to the Project.

(ii) Delays in Completion. In the event that construction commences on the School but is unreasonably delayed due to the bankruptcy of the developer or for any other reason, regardless of fault, such that the completed School has not been conveyed to KCS by June 1, 2014, KCS shall be relieved of its obligations to contribute $2.5 Million to the Project, and Knox County shall pay KCS the price paid by KCS for the Property at the time of its original purchase. Such payment shall be made by Knox County to KCS by July 1 , 2014.

(iii) Other Breach. For any other breach of this Agreement, KCS shall be paid by Knox County the price paid by KCS for the Property at the time of its original purchase, and KCS shall also be relieved of its obligations to contribute $2.5 Million to the Project.

(iv) Exclusive. The remedies under this section shall be exclusive remedies and the IDB and County shall have no other liability relating hereto. The liability of the IDB for the breach of any obligations hereunder or under any other agreement executed in connection with the transactions described herein shall be limited to its interest in the Project for the satisfaction of such liability. Each of the parties hereto agree to look solely to the to IDB's interest in the Project for the payment of any liability or claim against the IDB relating to the matters described herein.

12. Reports and Notices. Upon receipt of any report or notice regarding the status of the Project (including but not limited to design reports, construction summaries, or legal notices), the IDB shall immediately provide the Superintendent with a copy of such report or notice.

13. Authority. The parties recognize and affirm that the ultimate authority and responsibility for the operation of the school system in Knox County, including construction of school facilities, rests exclusively with the Board of Education. In approving this Agreement, the governing bodies of the IDB and Knox County agree and understand that the transaction will not be deemed as setting any precedent, and it will in no way diminish, delegate, abridge, or abrogate the Board of Education's exclusive authority over the construction and capital improvement of school facilities.

14. Term. This Agreement shall terminate upon the delivery of the final, completed School or the performance of the remedies set forth in paragraph 11 above, whichever occurs first, unless this Agreement is otherwise terminated pursuant to its terms or by written agreement of the parties.

15. Successors. All provisions herein shall inure to and become binding upon the successors, representatives, receivers, and trustees of the parties hereto.

16. Notices. Any notices required or allowed hereunder shall be in writing and shall be deemed satisfactorily given (and any time period provided for given such notice shall commence) when (i) personally delivered or (ii) deposited in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, or forwarded by a nationally recognized overnight courier service, to the addresses of the respective parties specified below, or such other address as is specified in writing by notice to all parties hereto, as specified herein.

Knox County: Knox County, Tennessee
400 Main Street, Room 630
Knoxville, Tennessee 37902
Attention: John Troyer, Administration & Finance Director

With a copy to:

Knox County Law Director
City-County Building
400 Main Street, Room 612
Knoxville, Tennessee 37902
Attention: Joseph G. Jarrett, Law Director

Industrial Development Board: The Industrial Development Board of the County of Knox
17 Market Square, #201
Knoxville, Tennessee 37902
Attention: Chairman

With a copy to:

Egerton, McAfee, Armistead & Davis PC
900 South Gay Street, Suite 1400
Knoxville, Tennessee 37902
Attention: R. Christopher Trump, Esq.

Knox County School Board: Knox County Schools
Andrew Johnson Building
912 S. Gay Street
Knoxville, Tennessee 37901
Attention: James McIntyre, Superintendent

With copies to:

Supervisor of Facilities and Construction
Knox County Schools
P. O. Box 2188
Knoxville, TN 37901
Attention: Douglas L. Dillingham

and

Knox County Law Director
City-County Building
400 Main Street, Room 612
Knoxville, Tennessee 37902
Attention: Joseph G. Jarrett, Law Director

17. Amendments and Modifications. This Agreement is intended by the parties as the final expression of their agreement and is intended as a complete statement of the terms herein. No amendment, modification, or alteration to this Agreement shall be valid or enforceable nor shall any waiver of any provision be effective unless such amendment, modification, or alteration is approved, in writing, by the governing body of the parties hereto. The amendment of any agreement between the IDB and any other person or entity which deletes, alters, or amends a provision in such agreement relating to the rights of KCS, without the prior, written consent of KCS to such amendment, through the Superintendent, shall constitute a breach of this Interlocal Agreement.

18. Entire Agreement. This Agreement constitutes the entire, integrated agreement of the parties hereto and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. Non-Assignment. This Agreement and the rights and duties hereunder shall not be assignable by any of the parties hereto.

20. Limitation of Liability. All covenants, stipulations, promises, agreements and obligations of the parties contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the parties hereto, as applicable, and not of any officer, director, employee or agent of such parties nor of any incorporator, director, employee or agent of any successor corporation to any such party, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith.

21. Advice of Counsel. The parties acknowledge that they have had the advice of counsel in making the determination to enter into this Agreement. The parties further represent and acknowledge that their respective attorneys have participated in the drafting of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be executed by their duly authorized representatives.

KNOX COUNTY, TENNESSEE

By: _____
Its: _____

APPROVED AS TO LEGAL FORM:

By:_____
KNOX COUNTY LAW DIRECTOR

THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

KNOX COUNTY BOARD OF EDUCATION

By: _____
Indya Kincannon, Chair
Knox County Board of Education

By: _____
Dr. James P. McIntyre, Jr.
Knox County Schools Superintendent

APPROVED AS TO LEGAL FORM:

By:_____
COUNSEL

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Concerning Contribution of Costs relating to the Development of a New Carter Elementary School

This Memorandum of Understanding and Agreement ("Agreement") is made and entered into in Knoxville, Knox County, Tennessee on the ___ day of August 2011, by and between the **County of Knox** (the "County"), a political subdivision of the State of Tennessee, a Home Rule Public Corporation and Charter Government, and the **Industrial Development Board of the County of Knox** ("IDB"), a public body corporate and politic, duly chartered and organized under the laws of the State of Tennessee, pursuant to applicable provisions of Tennessee law and the Knox County Code, including but not limited to Tennessee Code Annotated ("TCA") Sections 7-53-101 *et seq*.

WHEREAS, a purpose of IDB is to promote industrial development and to provide additional job opportunities in Knox County and the surrounding area and to pursue the statutory objectives for industrial development corporations authorized under the Act, and in connection therewith, is authorized to acquire, improve, and convey projects, including, without limitation, public buildings for any city, county or metropolitan government, or any public authority, agency or instrumentality of the state of Tennessee or of the United States of America;

WHEREAS, the Knox County Board of Education (“School Board”) and Knox County (“County”), through their executive staffs, expressed an interest in considering alternative procurement and financing methods for the possible construction of a new Carter Elementary School which would include the involvement of private parties through one or more development agreements and similar documentation;

WHEREAS, because of the nature of the potential legal documentation relative to the development and financing of any such project, upon request of the County, IDB issued a request for proposals ("Request") for the development of a new elementary school in the Carter Community ("School"); and

WHEREAS, in response to such Request, IDB received several proposals and, based upon the recommendation of an evaluation committee, has selected the proposal of The Devon Group, LLC (the "Developer") to develop the School; and

WHEREAS, IDB desires to enter into a development agreement (the "Development Agreement") with the Developer under which the Developer agrees to cause the construction of the School on a "turn-key" basis; and

WHEREAS, IDB desires to obtain administrative and technical assistance from the County’s Purchasing Division for purposes of administering, and to otherwise enable IDB to perform its duties under, the Development Agreement and any and all other documents or agreements entered into in connection with the development of the School (collectively with the Development Agreement, the “Project Documents”); and

WHEREAS, the County is willing to cooperate with IDB and provide the services of the County Purchasing Division for this purpose; and

WHEREAS, IDB does not have its own proprietary funds as all such funds held or received by the IDB are dedicated to specific projects; and

WHEREAS, the County is willing to contribute adequate funds pursuant to TCA § 6-54-118 and other provisions of law to IDB for the payment of all costs, expenses, obligations or liabilities incurred in connection with the Development Agreement, the other Project Documents and the development of the School.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County will, as IDB may require, provide administrative and technical services related to the administration of the Development Agreement, the performance of IDB's duties under the Project Documents and the development of the School.

2. The County and IDB, through their duly authorized employees and representatives, shall consult and cooperate with each other in all respects to coordinate the administration of the Development Agreement and the development of the School.

3. In order to promote economic development in the County and pursuant to T.C.A. § 6-54-118, the County agrees to contribute sufficient funds to IDB to pay any and all costs, expenses, obligations or liabilities associated with the administering of the Development Agreement, the performance of IDB's duties under the Project Documents and the development of the School, including, without limitation, any and all costs, expenses, obligations or liabilities associated with (a) surveys, environmental testing, soil testing or other due diligence concerning the development of the School and the real property upon which the School is to be located, (b) additional consultants hired by IDB in connection with the development of the School, (c) accounting, legal or technical advisors hired by IDB in connection with the development of the School or in the enforcement or defense of any claims related to the Project Documents or the development of the School, and (d) any additional insurance obtained by IDB in connection with the development of the School.

4. In the event IDB incurs any costs, expenses, obligations, or liabilities pursuant hereto, upon notice from IDB to the County thereof, the County (a) shall promptly make any payments owing to vendors, suppliers, contractors or other service providers (professional or otherwise) with respect thereto, or (b) if previously paid by IDB, shall promptly reimburse IDB for such amounts actually paid by IDB with respect thereto.

5. This Agreement shall remain in full force and effect for the maximum period allowed by law, and shall only be terminated earlier upon the mutual agreement of the parties hereto, provided that the obligations of the County under paragraphs 3 and 4 hereof shall survive any such termination indefinitely.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Memorandum of Understanding and Agreement on the _____ day of August 2011.

KNOX COUNTY, TENNESSEE

BY:_____

Tim Burchett (Date)
Knox County Mayor

APPROVED AS TO LEGAL FORM:

By:_____
KNOX COUNTY LAW DIRECTOR

THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX

By:_____
Name:_____ (Date)
Title:_____

9607586.2

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), made and entered into as of the ____ day of August, 2011 (the "Effective Date"), is by and between the KNOX COUNTY, TENNESSEE (the "County"), a political subdivision of the State of Tennessee, a Home Rule Public Corporation and Charter Government, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX (the "IDB"), a public body corporate and politic, duly chartered and organized under the laws of the State of Tennessee, pursuant to applicable provisions of Tennessee law and the Knox County Code, including but not limited to Tennessee Code Annotated Sections 7-53-101 *et seq.*, and Section 5-1-113.

RECITALS:

WHEREAS, the County has conveyed to the IDB, and the IDB has acquired from the County, certain real property located on Strawberry Plains Road, Knoxville, Tennessee and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, upon the request of the County, the IDB has previously issued a design-build Request for Proposal (the "RFP") for the development of a new Carter Elementary School (the "School") on the Property and has selected The Devon Group, LLC, a Tennessee limited liability (the "Developer") as the winning offeror under the RFP; and

WHEREAS, pursuant to a Development Agreement of even date herewith between the IDB and the Developer (the "Development Agreement;" defined terms used herein that are not otherwise defined shall have the meanings assigned to such terms in the Development Agreement), the Developer has agreed to undertake the development and construction of the School on the Property on a "turn-key" basis pursuant to the terms of the Development Agreement, the RFP and the Proposal submitted by the Developer (the "Proposal"); and

WHEREAS, upon the completion of the School and the acceptance thereof by the IDB in accordance with the terms and conditions of the Development Agreement, the County shall purchase the Property from the IDB for the purchase price set forth herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the promises, covenants, terms and conditions contained herein and the mutual benefits to be derived by the parties hereto, it is hereby agreed as follows:

1. Sale of Property. The IDB hereby agrees to sell and convey, and the County hereby agrees to purchase, the Property upon the terms and conditions contained in this Agreement.

2. Purchase Price. The total purchase price (the "Purchase Price") for the sale of the Property is $13,879,334. The Purchase Price shall be paid in cash at the Closing (as defined in Section 3 below) of the sale of the Property. The parties acknowledge and agree that the Purchase Price shall not change except by agreement of the parties thereto and in connection with a corresponding amendment to the Development Agreement.

3. Closing. The closing of the purchase and sale (the "Closing") shall be held at the offices of the IDB or at such other location as may be mutually agreed upon by the parties hereto. The Closing shall occur on the date (the "Closing Date") on which the IDB accepts delivery of the School pursuant to Section 3.5 of the Development Agreement.

4. Purchase of the Property by Developer. In the event that the Developer fails to deliver to the IDB a School that conforms with the Schematic Plans in all material respects and that complies with the KCS Program Standards on or before the Final Completion Date, then, pursuant to Article VI of the Development Agreement, the Developer shall be required to purchase the Property from the IDB for a purchase price equal to the amount originally paid by the County or the Knox County Board of Education (the "KCBE") to acquire the Property (prior to the County's conveyance thereof to the IDB). In the event that the Developer purchases the Property from the IDB pursuant to the terms of the Development Agreement, the IDB agrees that it shall pay to the County all amounts received by the IDB from the Developer in connection with the Developer's purchase of the Property. This Agreement shall terminate upon the payment of such amounts by the IDB to the County, and neither party shall have any further obligations hereunder.

5. Environmental Remediation Costs; Additional Right of Way; Traffic Signalization.

(a) The County acknowledges and agrees that the IDB shall have no liability whatsoever with respect to any environmental contamination or hazards that may be discovered on the Property at any time. The County hereby agrees that in connection with the development and construction of the School on the Property, the County shall be responsible for the implementation of, and all costs incurred in connection with, the removal of any underground storage tanks or other environmental hazards from the Property as well as any other remediation measures that are necessary in order for the Property to be in compliance with all Environmental Laws other than any remediation for which the Developer is responsible under the Development Agreement. In the event that the Developer expresses a willingness to remove any environmental contamination or hazards (not caused by the Developer) that may be discovered on the Property during the development of the School, and in the event that the IDB and the County also desire that the Developer perform such work, then the County shall be responsible for reimbursing the Developer for the Developer's cost in connection with such removal.

(b) The County agrees that it shall be solely responsible for the implementation and cost associated with the following, and that the IDB shall have no obligations or liability whatsoever in connection therewith:

(i) Obtaining any additional right-of-way that may be deemed necessary by the County in connection with the development of the School;

(ii) Any and all traffic signalization necessary in connection with the development of the School; and

(iii) Any improvements (whether for roads, utilities, or otherwise) necessary for the development and operation of the School which the Developer is not obligated to perform under the Development Agreement.

6. Representations, Warranties and Covenants of the IDB. The IDB represents and warrants that: (a) it is a public nonprofit corporation duly organized and existing under the laws of the State of Tennessee; (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the IDB is now a party or by which it is bound and do not constitute a default under any of the foregoing. The IDB covenants and agrees that it shall not enter into any amendment of the Development Agreement without the prior consent of the County and KCBE.

7. Representations, Warranties and Covenants of the County. The County represents and warrants to the Seller that: (a) it is a political subdivision of the State of Tennessee, a Home Rule Public Corporation and Charter Government, (b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (c) by proper action it has been duly authorized to execute and deliver this Agreement; and (d) the execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not conflict with or result in a breach of any of the terms or conditions of any agreement to which the County is now a party or by which it is bound and do not constitute a default under any of the foregoing.

8. Condition to Closing. The obligations of the County to purchase the Project shall be subject to the acceptance by the IDB of the delivery of the School, all in accordance with the terms, conditions and timeframe set forth in Sections 3.4 and 3.5 of the Development Agreement.

9. Obligations of the IDB at Closing. At Closing, the IDB shall satisfy and perform the following:

(a) deliver to the County a quitclaim deed suitable for recording, and conveying fee simple title to the Property to the County; and

(b) surrender possession of the Property to the County.

10. AS-IS CONDITION; ASSIGNMENT OF WARRANTIES. THE COUNTY HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY THE IDB. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE COUNTY AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH THE IDB HEREBY DISCLAIMS. NO WARRANTY OR REPRESENTATION IS MADE BY THE IDB AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING. HOWEVER, THE IDB AGREES TO ASSIGN TO THE COUNTY ALL WARRANTIES ASSIGNED TO THE IDB BY THE DEVELOPER PURSUANT TO THE DEVELOPMENT AGREEMENT.

11. Obligations of the County at Closing. At Closing, the County shall deliver to the IDB the Purchase Price.

12. Remedies. If the purchase and sale contemplated by this Agreement is not consummated by reason of default on the part of the County, then the IDB may elect to pursue all remedies provided by law, including, without limitation, enforcement of specific performance of the obligations of the County. If the purchase and sale contemplated by this Agreement is not consummated by reason of default on the part of the IDB, then the County may elect to pursue all remedies provided by law, including, without limitation, enforcement of specific performance of the obligations of the IDB.

13. Relationship of the Parties. The IDB shall not be deemed to be an agent of the County in making this Agreement or by any action taken hereunder or in connection with the Development Agreement. This Section 13 shall survive termination of this Agreement.

14. Assignment. Neither the County nor the IDB may assign or transfer this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such parties' discretion; provided, however, that the IDB may grant to the Developer a security interest in the IDB's right to receive the Purchase Price proceeds under this Agreement in order to secure the payment of the Developer Payment to the Developer by the IDB. Any assignment or purported assignment of this Agreement by any party hereto in violation of the terms of this Section 14 shall constitute a default hereunder.

15. Limitation of Liability. The liability of the IDB for the breach of any obligations hereunder or under any other agreement executed in connection with the transactions described herein shall be limited to its interest in the Project for the satisfaction of such liability. The County agrees to look solely to the to IDB's interest in the Property for the payment of any liability or claim against the IDB relating to the matters described herein. All covenants, stipulations, promises, agreements and obligations of the IDB and the County contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the IDB and the County, as applicable, and not of any officer, director, employee or agent of the IDB or the County nor of any incorporator, director, employee or agent of any successor corporation to the IDB, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the County and the IDB respectively as a condition to and consideration for the entering into this Agreement.

16. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

(b) Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given on the earlier of (i) the date received or (ii)(a) at the time and on the date when personally delivered if delivered by hand, (b) one business day after being delivered to a nationally recognized commercial courier for next day delivery to the address for each party set forth below, (iii) three days after deposit into the United Stated Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below; or (iv) when sent if sent by facsimile during business hours (and provided that a copy of said notice is mailed by first class mail) addressed to the County or the IDB, as the case may be, at the facsimile numbers set forth below. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior written notice to all other parties, any party may designate a different address for receiving notices.

Notices to the IDB shall be sent to:

The Industrial Development Board of the County of Knox
17 Market Square, #201
Knoxville, Tennessee 37902
Attention: Chairman

With a copy to:

Egerton, McAfee, Armistead & Davis PC
900 South Gay Street, Suite 1400
Knoxville, Tennessee 37902
Attention: R. Christopher Trump, Esq.

Notices to the County shall be sent to:

Knox County, Tennessee
400 Main Street, Room 630
Knoxville, Tennessee 37902
Attention: John Troyer,
Administration & Finance Director

With a copy to:

Knox County, Tennessee Law Director
400 Main Street, Room 612
Knoxville, Tennessee 37902
Attention: Joseph G. Jarrett, Law Director

(c) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

(d) Time of Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

(e) Captions. All captions, headings, section and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections and subsections by number refer to the section and subsection so numbered in this Agreement.

(f) Entire Agreement. This Agreement, together with that certain Interlocal Cooperation Agreement of even date herewith among the County, the IDB and KCBE (the "Interlocal Agreement"), the Development Agreement and that certain Memorandum of Understanding of even date herewith between the County and the IDB, contain the sole and entire understanding between the County and the IDB with respect to the transactions contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Agreement, the Interlocal Agreement and the MOU. This Agreement shall not be modified or amended in any

respect by a written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(h) Headings; Construction. The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa.

[Signatures appear on following pages.]

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

THE COUNTY:

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
Knox County Mayor

APPROVED AS TO LEGAL FORM:

By:_____
KNOX COUNTY LAW DIRECTOR

THE IDB:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF KNOX

By:_____
Name:_____
Title:_____

EXHIBIT A

[The Property]

What will Carter Elementary School be?

- ~90,000 square feet
- Classroom capacity for 650 students, with expansion potential to 800 students
- Core capacity for 800 students (Core = Media Center, Cafeteria, Kitchen, Gymnasium, Administration)
- Designed to meet or exceed the newly updated Knox County Board of Education program guidelines
- Incorporates energy efficiencies making it the most energy efficient school currently in the KCS system

What is the cost for the new school?

- $13.8 million, plus $1.99 million for FF&E purchased using KCS's approved systems and vendors

What is the source of funds for the new school?

- $11.3 million – County to fund
- $2.5 million – KCS capital fund
- $1.99 million for FF&E – County to fund

Who are the parties to the Agreement?

- Knox County Schools (KCS)
- Knox County (County)
- The Industrial Development Board of the County of Knox (IDB)
- The Devon Group, LLC (Developer)

What are the responsibilities of the parties?

- **KCS – Board of Education –**
  1. Vote on August 10 in favor of the presented conceptual schematic design and project Term Sheet
  2. Accept the new Carter Elementary School into service no later than June 1, 2013

- **County –** Maintain oversight of Development Agreement and construction progress. Specifically, this will be done by Mr. Hugh Holt and Mr. Doug Dillingham, of KCS' Facilities Management Division.

- **IDB –** Hold title to the property during construction and accept the completed school from the Developer and transfer it to KCS via the County. Make payment for the School to the Developer with funds provided by the County.

- **Developer –** Design and construct a school that conforms to the approved plans and specifications that is completed no later than June 1, 2013

What risks will the Developer assume that otherwise would be the responsibility of Knox County Schools and the Board of Education?

- *Price Guarantee*
- *Rock*
- *Soil Bearing Capacity, including Sinkholes*
- *Site Conditions*
- *Utilities to the Site*
- *Road Widening*
- *Estimating Mistakes due to Limited Plans at Time of Bidding*
- *Inflation and Price Increases*
- *Construction Financing and Rate Risk*
- *Design Errors and Omissions*
- *Design Conflicts*
- *Code compliance*
- *Completion Schedule*
- *Builders Risk*
- *Liquidated Damages*

CARTER ELEMENTARY SCHOOL

	$ PER BLDG SF	89,856 SF	TOTAL
DEVELOPER COSTS			
Site Development	$18.46		$1,658,706
Site Work			
Rock Allowance			
Landscaping			
County Road Widening	$2.78		$250,000
Main Building	$94.72		$8,511,422
Energy Efficiency Enhancements	$4.11		$369,755
High Efficiency Heat Pumps & Energy Recovery Units			
Enhanced Building envelope			
Enhanced Reflective Roof and insulation			
Exterior Light Shelf (South Facing)			
Orientation & roof slope to receive solar panels			
Enhanced Lighting and controls			
Optimization of Daylighting	$6.57		$590,303
Building Orientation ,Added Volume & Enhanced Windows			
Reflective Ceilings to enhance daylighting			
FF&E by Developer	$2.34		$210,023
Other Requested FF&E			
Integrated Communications System			
Athletic Equipment			
Marker and Tack Boards			
Architectural and Engineering Services, including Reimbursables	$8.71		$782,663
Architects			
Structural Engineer			
MEP Consultants			
Civil Engineer			
Energy Modeling Study			
Road Work Engineer			
Geotechnical Engineer			
Soft Costs	$16.77		$1,506,461
Surveys			
Governmental Approvals			
Legal			
Permits & Fees			
Financing Costs			
Overhead			
Contingency			
TOTAL DEVELOPER COST	**$154.46**	***89,856 sf***	**$13,879,334**
KNOX COUNTY COSTS			
Food Service			$300,000
FF&E			$300,000
All Carpeting			$70,000
Library Furniture and casework			$199,000
PBX Telephone Stations and Equipment			$30,000
Communications and Technology			$1,100,000
TOTAL KNOX COUNTY COST	**$22.25**	***89,856 sf***	**$1,999,000**
TOTAL CARTER ELEMENTARY SCHOOL COST	**$176.71**	***$89,856***	**$15,878,334**

Design Information

The project we propose is a new 650 student Carter Elementary School, designed to easily expand to 800 students. Our design combines efficient site and building design with a sustainability program that is unique to any existing schools in Knox County's system.

Below is information about Site Design, Building Design, Energy Efficient Strategies, Mechanical Systems and Structural Systems.

Site Design

After careful analysis of the existing site, we have chosen to place the new elementary school on the eastern half of the property, primarily to avoid disturbance of the site's "blue-line" stream and to minimize site grading and clearing. The building itself is oriented along an east-west axis to maximize the energy benefits that will occur from the passive solar and daylighting systems. By maximizing this southern exposure while still providing optimum overhangs, the well integrated passive and daylighting design elements, by themselves, will result in an energy reduction of over 25 percent and result in a much more efficient mechanical cooling system, additionally saving on both the first and operating costs.

Our south-facing design coupled with the roof design also allows the building to accept a photovoltaic system, in the future.

For storm water management, we propose to develop a series of planted bio-swales to filter, detain and transport the storm water more efficiently than piped systems, reduce nitrogen entering into the on-site stream, and serve as outdoor classrooms for teaching ecology concepts.

Transportation/Site Circulation: Our preliminary traffic analysis indicates that a west-bound deceleration lane and eastbound turning lane will need to be constructed in the right-of-way of Strawberry Plains Pike to handle the increased traffic flow. We have designed separate entry drives for bus and automobile traffic, with queuing space for eight buses and fifty cars, respectively. Each drop-off area is served by a canopy that allows students to enter or leave the building under cover. The entry drives are clearly visible from the principal's office, giving the school's administration maximum awareness of who enters and exits the property.

Service Access: The main service entry point to the school is located at the cafeteria complex and accessed from the bus entry drive. The trash dumpsters are also located at this point, keeping most primary truck traffic on this drive. It is anticipated the smaller deliveries (office supplies, etc.) would come thru the administration office and vehicles would park along the auto queuing lane.

Parking: The primary staff/visitor parking lot for the school is located at the front of the school, with direct supervision from the principal's office. This parking lot can be accessed from Strawberry Plains Pike without traveling thru the automobile queuing lane and has space for 76

automobiles, including six handicap accessible spaces. Space is also designated for a testing van. Parking for food service employees is adjacent to the service entry and is accessed from the bus drive. There are six spaces in the food service parking area.

Physical Education/Recreation Components: We are proposing a series of outdoor physical education/recreation spaces for the school. Directly off the education wings are two play fields, segregated for groups of grades. These areas are envisioned for non-structured play, particularly for the K-3 grades. Just to the north of the Grade 4-5 wings, is a 100 foot x 200 foot recreational field, envisioned for more structured play by Grades 4-5. Additionally, we are showing a lined basketball court and several four-square courts in the center of the bus-loop, allowing us to double up use of this asphalt area.

Building Design

There are two major concepts that contributed to our final building design.

- The first was the minimization of corridor intersections and blind-spots and the strategic placement of administration and teacher work areas in order to maximize the staff's control of the building.
- The second was the integration of daylighting to enhance student and teacher productivity and minimize energy usage.

Space Relationships: Overall, the building is designed around a "core" area consisting of the gymnasium, cafeteria, media center and administration, and the major classroom wings, which are subdivided into a K-1 wing, a grades 2-3 wing and a grades 4-5 wing. The primary "public" spaces in the school, the gymnasium, cafeteria, administration, media center and public restrooms are all clustered at the main cross corridor, allowing the remainder of the school to be locked off for after-hour activities. In the classroom wings, teacher work rooms, resource rooms and bathrooms are clustered to create a "mini core" at each of these locations.

Other space relationships of note are the clustering of the music rooms around the gymnasium/stage to allow use of the music rooms as a "green room" during special performances and the location of the art room to allow a private outdoor "art patio."

Pedestrian Flow throughout the Building: Car riders will enter the building at the entrance between the administration suite and the gymnasium and bus riders will enter at the entrance between the gymnasium and the cafeteria. There is a separate outside entry into the special education classrooms, if needed. All visitors will enter the building through the entry vestibule that passes through the administration suite, enhancing staff control over the facility.

As stated above, this school is designed with only two cross corridors, so pedestrian flow thru the building is simple and easy to monitor. The hallways are widened at the core area to facilitate increased student/teacher circulation.

Adherence to the General Elementary School Program Standards: All spaces in the Program Standards are accounted for in our proposed building design. All individual spaces are also within ten percent (10%) of the programmed net square footage per unit.

Incorporated Security Standards: Security was a major consideration of the design team during the development of the floor plan. Security standards incorporated into the building design include:

- With the minimal cross-corridor design, two staff members can observe every hallway in the building.
- The entry vestibule is designed to require passage by the reception desk after school starts.
- From his/her office, the principal can observe all vehicles entering/exiting the site and observe all car riders entering/exiting the building.
- The classroom wings can be locked down after hours while still allowing public access to the core of the building.

Daylighting Strategy

As delineated in ASHRAE's *Advanced Energy Design Guide for K-12 School Buildings*, daylighting is "essential" for the most energy-efficient and sustainable school designs. Almost all of the regularly-occupied spaces in the building will receive daylight for approximately two-thirds of the operating hours throughout the school year. This will not only save electricity by decreasing the artificial lighting load, but will reduce the cooling costs of the building due to heat reduction of the lighting fixtures.

To improve the performance, the classrooms have been slightly modified from the design guidelines to optimize daylighting and incorporate the mechanical system economically and efficiently. The use of light shelves to bounce light deep into the classrooms enhances the daylighting and the introduction of a dropped soffit area to shade a portion of the teaching wall at the projection screen eliminates the need for darkening window shades, while assuring the optimum amount of daylighting where the students are seated.

The classroom design features large upper, specially designed windows for daylighting and small lower windows for view. The amount of window area and the overhangs are optimized for the proper amount of daylighting while minimizing direct beam radiation from getting into anyone's eyes. The light shelves will also help shade the lower view windows.

In addition to energy benefits, a number of studies have shown that daylight can also help improve learning. (*2010 Neuroendocrinology Letters ISSN 0172–780X)* From a student and teacher productivity standpoint, classrooms (particularly special needs classrooms) are the most beneficial spaces to daylight. The results of research conducted by the Rensselaer Polytechnic Institute released in February of 2010, concluded that the students receiving daylighting were very "positively" impacted. The research indicated that the students in daylit environments were receiving more short-wave, blue light than students exposed to florescent fixtures. This impacted the circadian cycle of students exposed to daylighting allowing these students to have

better sleep patterns and receive more sleep each night. For decades it has been observed that students in daylit environments have had higher attendance records. This study identifies daylighting as a significant factor in why students in these types of environments are more alert and healthier.

Energy Efficiency Strategies

The design approach of the building incorporates numerous energy efficient and sustainable building and site strategies to serve as an example of environmental responsibility while optimizing the comfort, health and performance of the students, teachers and administration at Carter Elementary.

Key energy and environmental strategies that we are incorporated in our design include:

- Optimum building orientation to maximize solar opportunities
- Bio-swales for storm water management
- Low maintenance landscape alternatives to typical lawn
- Daylight harvesting strategies that incorporate advanced specialty glazings, lightshelves and photocell sensors to control continuous dimming fixtures
- High performance, low-E thermal glazing for view windows, with multiple solar heat gain coefficients optimized for each orientations
- High efficiency electrical systems and lighting fixtures
- Water efficient plumbing fixtures
- High Efficiency heat pumps with dedicated outside air units and energy recovery
- High efficient kitchen equipment
- Low and No-VOC interior finishes and materials
- High performing building envelopes based on the ASHRAE's Advanced Energy Design Guide for K-12 School Buildings
- Reflective roofing that is additionally designed to accept photovoltaic solar modules
- Construction waste management plan during construction and recycling strategies after occupancy
- High recycled content and locally-procured materials whenever possible
- Building section optimized to reduce the material use and building cost while enhancing daylighting

Mechanical Systems

Below is a detailed listing of mechanical equipment to be installed and provided.

HVAC Specifications:

- Rooftop Units – Trane or equal
- Fresh Air Units – Aaon or equal
- Ductless Mini Splits – Sanyo or equal

- Cooling Tower – EvapCo or equal
- Boiler – Lochinvar or equal
- Pumps – B&G or equal
- Exhaust Fans – Green Heck or equal
- Make-up Air Units – Green Heck or equal
- Kitchen Hoods – Kalthoff Fabricators or equal
- Electric Heaters (to include corridor and equipment room unit heaters) – Markel or equal
- Air Distribution – Titus or equal
- Direct Digital Controls – JCI, Trane, or Alerton

Structural System

The structure will consist of a bar joist roof structure supported on load-bearing CMU on spread footings and frames constructed in both the north-south direction. The ground floor will be a concrete slab-on-grade. The roof will consist of metal roof deck supported on open-web steel joists. Service loadings and structural systems will conform to the requirements of the 2006 International Building Code.

Building Codes

The new Carter Elementary School structure will adhere to the requirements of the 2006 International Building Code. Service loads applied to the structure will be based on the following structural design criteria:

- Live Load Design Criteria
  1. Administrative Offices 50 psf
  2. Classrooms 40 psf
  3. File/Computer Rooms 100 psf
  4. Kitchen Storage 150 psf
  5. Corridors 100 psf
  6. Gym, Cafeteria, Media 1000 psf
  7. Mechanical Rooms 125 psf
  8. Roof 20 psf
- Wind Load Design Criteria
  1. Basic Wind Speed 90 MPH
  2. Importance Factor 1.15
  3. Exposure Category B
- Snow Load Design Criteria
  1. Ground Snow Load 10 psf
  2. Importance Factor 1.0
- Seismic Design Criteria
  1. S_s 0.157g
  2. S_1 0.118g
  3. S_{DS} 0.411g

4. S_{D1} 0.133g
5. Importance Factor 1.25
6. Occupancy Category III
7. Site Class C
8. Seismic Design Category C

Foundations

- The building will be supported on spread footings bearing on soil with approximately 2,000 psi bearing pressure.
- Typical footing sizes classroom bearing walls will be 2'-0" x 1'-0.

Slab on Grade

- The slab-on-grade will be 4" and reinforced with WWF 6x6 W2.9xW2.9 on a vapor barrier over 4" of gravel fill.

Walls

- The classroom bearing walls will be 8" CMU reinforced with #4 at 48" with horizontal 9-gage ladder reinforcement spaced at 16" on-center. A reinforced bond beam with two #5 bars continuous will be located at the top of the wall.

Roof

- The roof will have a 1-1/2" 22-gage Type B metal deck on bar joists spaced at 6'-0" on-center. The roof supporting the solar PV panels is designed for an additional 20 psf to include the weight of the panel and 2" concrete pavers to resist wind uplift.

CARTER ELEMENTARY SCHOOL

DEVON GROUP, LLC

DENARK CONSTRUCTION

McCARTY HOLSAPLE McCARTY MHM ARCHITECTS & INTERIOR DESIGNERS

Innovative Design

DAYLIT CAFETERIA @ SIMILAR SCHOOL BY DESIGN TEAM

DAYLIT MEDIA CENTER @ SIMILAR SCHOOL BY DESIGN TEAM

DAYLIT GYMNASIUM @ SIMILAR SCHOOL BY DESIGN TEAM

DAYLIT CLASSROOM @ SIMILAR SCHOOL BY DESIGN TEAM

DEPARTMENT LEGEND

- ADMINISTRATION
- ART
- BUILDING MAINTENANCE
- CAFETERIA COMPLEX
- CIRCULATION
- CLASSROOMS
- CLINIC
- GUIDANCE SUITE
- MEDIA CENTER
- MISCELLANEOUS
- MUSIC
- PHYSICAL EDUCATION
- SPECIAL EDUCATION
- TEACHERS WORK AREA

FLOOR PLAN

0 10 20 40 60 100 FT

KEY DESIGN FEATURES

Classrooms

1. The gym, stage, music, cafeteria and media center are accessible for public use after hours and have access to community toilets.
2. The gym is sized for a full-size high school playing court.
3. The stage is accessible from both front and rear, allowing for optimum audience viewing from the gym floor and actor/musician staging from the music classrooms.
4. Access for teacher mail and the clinic does not require entrance thru the administrative suite.
5. Teacher work areas are provided in each academic wing, outside of the classroom spaces. Each work area has toilets, conference space and a kitchenette.
6. Technology rooms are strategically located throughout the facility.
7. The principal's office has visual control of all vehicles entering the school property.

Security

1. While following the design guidelines, classrooms have been modified to optimize daylighting and incorporate the mechanical system economically and efficiently. Where a projection screen is located, the ceiling will be dropped down to create a shaded area for projection. This will eliminate a need of darkening window shades while assuring the maximum benefit of daylighting.
2. The classrooms have large upper windows for daylighting and smaller lower windows for view.
3. Each classroom is served independently by a single air handler while receiving fresh air from the separate outdoor air systems with an energy recovery system.
4. The plan includes areas for the future expansion at the end of each classroom wing and expansion can accommodate up to 2 extra classrooms per grade.

Energy Efficiency

1. A security foyer at the main entrance will direct visitors to the administration area before entering the school.
2. The corridor layout is very simple and allows the entire school to be visually monitored by two administrators located at the two cross corridor intersections.
3. The community spaces such as gymnasium, cafeteria, and media center are grouped to allow access by the public while securing other areas of the school.
4. The recreation field and playgrounds are located in the back of the school, away from vehicular access ways.
5. Automobile and bus traffic are entirely separated, allowing for a safe traffic flow for loading and unloading students.
6. Separate exterior access and play space for LRE and CDC classrooms are provided.

Daylighting

1. The school will be designed according to the new ASHRAE Standard, Advanced Energy Design Guide for K-12 School Buildings.
2. Additionally, strategies such as daylighting and smart lighting controls will be used to minimize energy usage in the school.
3. Most of the regularly occupied spaces will receive daylighting for 2/3 of the operation hours throughout the year. Properly designed daylighting will save electricity from the lighting load, but also reduce the cooling load due to reduction in heat generated by the lighting fixtures.
4. Several studies have shown that daylighting contributes to improvements in student academic performance and teacher retention.

CARTER ELEMENTARY SCHOOL

DEVON GROUP, LLC · DENARK CONSTRUCTION · McCARTY HOLSAPLE McCARTY MHM ARCHITECTS & INTERIOR DESIGNERS · Innovative Design

DESCRIPTION	REQUIRED	SHOWN
Parking		
Staff	60	62
Visitors	13	13
Cafeteria	6	6
Testing Van	1	1
TOTAL	80	82
Queues		
Car Queue	50	50
Bus Queue	8	8

RECREATIONAL FIELD
100' X 200'

OPTIONAL SOLAR DEVELOPER
200KW PHOTOVOLTAIC ARRAY

FUTURE EXPANSION

FUTURE EXPANSION

DUMPSTERS

ART PATIO

FOOD PREP PARKING

SERVICE/ RECEIVING

PLAY GROUND

POSSIBLE USE OF HARD SURFACE FOR PLAY AREA

FUTURE EXPANSION

SPECIAL EDUCATION ACCESS

BUS DROP-OFF

CANOPY

CANOPY

CAR DROP-OFF

TESTING VAN

STAFF/ VISITOR PARKING
(76 SPACES)

STRAWBERRY PLAINS PIKE

TRAFFIC IMPROVEMENT
W/ TURNING &
DECELERATION LANES

SITE LEGEND

- BUS/ SERVICE TRAFFIC
- CAR TRAFFIC
- PEDESTRIAN CIRCULATION
- DEVELOPMENT AREA
- UNDEVELOPED AREA

SITE PLAN

0 25 50 100 150 250 FT

SITE FEATURES

1. The development is located toward the south east corner of the site to minimize clearing and grading.
2. Canopied bus drop-off with 8 bus queuing.
3. Canopied car drop-off with 50 car queuing.
4. 200'x100' recreational field and fenced play ground.
5. Future expansion for 12 additional classrooms

CARTER ELEMENTARY SCHOOL

553

DEVON GROUP, LLC

DENARK CONSTRUCTION

McCARTY HOLSAPLE McCARTY MHM ARCHITECTS & INTERIOR DESIGNERS

Innovative Design

RLA-2578 **R-11-8-904**

Commission

Meeting Date: 08/22/2011

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 requesting that the Chairman of the Knox County Commission forward a letter to the Knox County Legislative Delegation requesting that a bill be introduced that serves to amend Tennessee Code Section 13-3-101 by requiring that prospective appointees to local planning commissions nominated by a County's Chief Executive be representative of all County Commission districts.
(Commissioners Brown and Broyles)

Work Session Recommendation: **Approve** **10-1-0-0**

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THAT THE CHAIRMAN OF THE KNOX COUNTY COMMISSION FORWARD A LETTER TO THE KNOX COUNTY LEGISLATIVE DELEGATION REQUESTING THAT A BILL BE INTRODUCED THAT SERVES TO AMEND TENNESSEE CODE SECTION 13-3-101 BY REQUIRING THAT PROSPECTIVE APPOINTEES TO LOCAL PLANNING COMMISSIONS NOMINATED BY A COUNTY'S CHIEF EXECUTIVE BE REPRESENTATIVE OF ALL COUNTY COMMISSION DISTRICTS.

RESOLUTION: **R-11-8-904**

REQUESTED BY: **COMMISSIONERS BROWN & BROYLES**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, in accordance with Tennessee Code Section 13-3-101, members of the Knoxville-Knox County Metropolitan Planning Commission (MPC) are nominated by the Knox County Mayor and confirmed by the State Planning Advisory Committee; and

WHEREAS, Tennessee State Law does not take into consideration County Commission boundaries or other geographical data in terms of the identity of appointees; and

WHEREAS, the lack of consideration of county commission districts or other geographical data when making appointments to regional planning commissions leads to the denial of citizens in certain parts of Tennessee counties of representation on their respective planning commissions.

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

That the Chairman of the Knox County Commission is hereby requested to forward a letter to the Knox County Legislative Delegation requesting that a bill be introduced that serves to amend Tennessee Code 13-3-101 by requiring that prospective appointees to local planning commissions nominated by a county's chief executive be representative of all county commission districts.

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

RLA-2580 **R-11-8-905**

Commission

Meeting Date: 08/22/2011

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with FIS-Metavante PayDirect Solutions for Tax Payment Processing Services for the Knox County Trustee's office. **(TO BE ADDED)**
(Trustee)

Work Session Recommendation: **No Recommendation** **11-0-0-0**

Attachments

Resolution

contract

Contract Exhibit - Fee Schedule

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH FIS-METAVANTE PAYDIRECT SOLUTIONS FOR TAX PAYMENT PROCESSING SERVICES FOR THE KNOX COUNTY TRUSTEE'S OFFICE.

RESOLUTION: **R-11-8-905**

REQUESTED BY: **KNOX COUNTY TRUSTEE**

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 Trustee's Office desires to contract for tax payment processing services; and

WHEREAS, the Knox County Purchasing Division has conducted a bid process for this purpose and it has been determined that FIS-Metavante PayDirect Solutions has submitted the most responsive bid; and

WHEREAS, this contract enables Knox County property owners to pay property taxes through the Knox County Trustee's website at a cost of 2.35% per transaction.

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

The contract with FIS-Metavante PayDirect Solutions for tax payment processing services for the Knox County Trustee's Office 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 FIS-Metavante PayDirect Solutions for tax payment processing services for the Knox County Trustee's Office 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

FIS-Metavante PayDirect Solutions

This Contract, made and entered into this _____ day of August, 2011 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and **FIS-Metavante PayDirect Solutions** hereinafter referred to as "**Contractor.**"

Whereas, County requested sealed proposals for the provision of Tax Payment Processing Services for the Knox County Trustee Department and;

Whereas, County deems it necessary to contract with a professional tax payment processing services company for the purpose of providing the aforementioned service; 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 perform the service and provide product in accordance with the request for proposals specifications and contract documents, as set forth below, and at the price quoted for said service by Contractor.

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. **Scope of work.** Contractor shall perform in a timely, good and workman like manner all work set forth in and in accordance with Request for Proposal 766 and Contractor's attachments thereto and County's Request for Proposals 766. Attached hereto and made part of this contract as if set out in full are (1) County's Request for Proposals 766 as Exhibit 1 and (2) Contractor's Sealed Response 766 as Exhibit 2 and Contractor's Sealed Response TAB X Fee Schedule as Exhibit 3.

2. **Terms of this Contract.** This contract commences on the ____ day of September 2011 and continues through ____ day of September 2012, unless terminated in conformity with the terms and conditions of this Contract as contained in paragraphs 5 and 6. Upon mutual consent of both Knox County Government and the awarded vendor FIS-Metavante PayDirect Solutions (Contractor), the term contract may be renewed for four (4) one (1) year periods, one (1) year at a time, for a total of five (5) years.

3. **Schedule of payment.** Contractor shall direct deposit to the County all revenues associated with any fees collected for Credit / Pin-Less Debit Cards, E-checks or Interactive Voice Recognition used over the internet for Tax Payment Processing Services.

Please refer to Exhibit # 3 TAB X Fee Schedule

4. **Invoicing and reporting requirements.** Contractor shall issue statements to the Knox County Trustee Department showing transactions and fees collected and direct deposits issued each month.

Invoices and reports for the Knox County Trustee Department should be mailed to:

Knox County Trustee
400 Main Street, Suite 418
City-County Building
Knoxville, Tennessee 37902-2405
Attention: Josh Burnett

5. **Termination.** County may terminate this Contract with or without cause, and at anytime. Upon termination, county will pay for services completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

Should the contractor fail to adequately perform the services or deliver product detailed herein, County will communicate the problem(s) to the contractor in written form. The contractor shall have ten calendar days to rectify the problems. If the same or other problems persist or reoccur, the County may immediately cancel the Contract.

Contractor agrees to issue a 120 (one hundred twenty) day notice to Knox County should there be any interruption or discontinuance of the aforementioned service.

6. **Appropriations.** In the event no funds are appropriated by County for the service in any fiscal year or insufficient funds exist to provide the service, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. **Independent contractor.** Contractor shall acknowledge that it and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

8. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of service, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. **Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

10. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

11. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

12. **Right to inspect.** County reserves the right to make periodic inspections of the manner and means the service is performed.

13. **Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

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 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 County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any work contemplated or performed relative to the Contract.

14. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract

period and for three (3) years from the date of the final payment under the Contract for inspection by 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 which represent the contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. **Contractor shall indemnify,** defend, save and hold harmless, County, its officers, agents and employees from all 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.

16. **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.

17. **Contract documents.** It is mutually agreed by both parties that the following documents are made a part of this Contract:

1. Request for Proposals 766
2. Contractor's Sealed Response to Request for Proposal 766
3. Contractor's Sealed Response TAB X Fee Schedule

It is agreed that this Contract, represents the **Entire Agreement** 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

FIS-Metavante PayDirect Solutions

by: _____

title: _____

Contract No.: 11-427

APPROVED AS TO LEGAL FORM

Knox County Law Director Date

JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR

FIS

KNOX COUNTY TAX TRANSACTION CONVENIENCE FEE FUNDED PRICING

MERCHANT SERVICES

FIS will provide to the County transaction processing (merchant) services to existing and new applications under a Citizen/Convenience Fee Funded pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. This option is specifically designed for those applications that qualify for the Visa Tax Program and are identified with a 9311 merchant category code (MCC), under which there is a separate set of unique rules and regulations that govern the Convenience Fees.[1]

Tax Applications	Rate
Credit Accepted[2]	2.35%, $2.00 minimum
Debit Accepted[3]	$3.95

Authorization Transaction Amount	Rate
0-$1,000.00	$1.49
$1,000.01-$10,000.00	$3.95
$10,000.01+	$5.95

[1] FIS has been certified by Visa to accept convenience fees in a percentage format for applications that meet the Visa Tax Program requirements (i.e., property tax, income tax, and other tax types).
[2] American Express, Discover, MasterCard, Visa Credit, and BillMeLater Standard.
[3] Visa Personal Signature Debit and Star, NYCE, and Pulse PIN less Debit.

RLA-2594 **R-11-8-906**

Commission

Meeting Date: 08/22/2011

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 amending the previously adopted Five-Year Capital Improvement Plan for fiscal years 2012-2016 and appropriating funds not previously appropriated for the first year of the plan. **(TO BE ADDED)** *(Commissioner Hammond)*

Work Session Recommendation: **No Recommendation** **11-0-0-0**

Attachments

Resolution

Capital Improvement Plan

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE PREVIOUSLY ADOPTED FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2012-2016 AND APPROPRIATING FUNDS NOT PREVIOUSLY APPROPRIATED FOR THE FIRST YEAR OF THE PLAN.

RESOLUTION: **R-11-8-906**

REQUESTED BY: **COMMISSIONER HAMMOND**

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 Mayor submitted his proposed five-year Capital Improvement Plan for Fiscal Years 2012-2016 which the Knox County Commission adopted by Resolution R-11-6-103-SS on June 14, 2011; and

WHEREAS, the Knox County Board of Education included a $5 million project at the Carter Campus in its 2011-2013 Capital Improvement Plan; and

WHEREAS, by Resolution R-10-6-801, the Knox County Commission adopted the Knox County Capital Improvement Plan for Fiscal Years 2011-2015 excluding $5 million for school projects; and

WHEREAS, during their regular August 10, 2011 meeting, the Knox County Board of Education approved an interlocal agreement between the Board of Education, the Knox County Commission, and the Industrial Development Board of the County of Knox (the "IDB") in support of an alternative to renovations to Carter Elementary School in the form of the construction of a new Carter Elementary School; and

WHEREAS, by Resolution R-11-8-903, the Knox County Commission will be considering said interlocal agreement along with a Purchase Agreement between Knox County and the IDB concerning real property located on Strawberry Plains Road and a Memorandum of Understanding and Agreement between Knox County and the IDB concerning contribution of costs relating to the development of a new Carter Elementary School; and

WHEREAS, the Knox County Commission's approval of the above-referenced documents necessitate an amendment to the previously adopted Capital Improvement Plan for Fiscal Years 2012-2016.

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

The Knox County Commission hereby amends the previously adopted Five-Year Capital Improvement Plan for Fiscal Years 2012-2016. A copy of the amended Plan is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the funds for the new Carter Elementary School and Carter Middle School Gym renovation projects for the first year of the Capital Improvement Plan shall be appropriated in accordance with the Plan amended herein, to wit:

SCHOOL CONSTRUCTION FUND
2011-2012

APPROPRIATION:

Knox County Schools Capital Improvement Plan	**$5,000,000.00**
TOTAL:	**$5,000,000.00**

PUBLIC IMPROVEMENT FUND
2011-2012

APPROPRIATION:

Carter Elementary School	**$11,379,334.00**
TOTAL:	**$11,379,334.00**

BE IT FURTHER RESOLVED, that in accordance with the Capital Improvement Plan, the funding mechanisms for the additional appropriations provided by Capital Improvement Plan amended herein shall be initiated, that is, proceed with the normal debt issuance procedures; reserve/transfer General Fund Savings to the Capital Improvements Fund and sales of property and proceeds from early repayment of debt to Knox County are hereby designated toward the Carter project.

BE IT FURTHER RESOLVED, that the Knox County School Board's projects are calculated dependent upon the schools continued full contribution for the 2011-2012 fiscal year for their share of the County's Debt Service payments.

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

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CAPITAL IMPROVEMENT PLAN
FY 2012 – FY 2016

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CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
CAPITAL IMPROVEMENT PLAN POLICY

Knox County has established a set of policies that cover the process of preparing the Capital Improvement Plan. Below are the major factors involved in the process:

A. Construction projects and capital purchases that generally cost in the aggregate more than $100,000 and/or have a useful life of greater than seven years will be included in the Capital Improvement Plan. Furniture, fixtures and equipment purchased for major additions or renovations will be included in the plan; all other regular maintenance and capital purchases less than $100,000 will be included in the operating budget.

B. The purpose of the Capital Improvement Plan is to plan, schedule, and anticipate financing for capital projects for the next five years.

C. Department Heads and Elected Officials will prepare the project proposals and present the requests to the Finance Department. The Public Building Authority will assist with the calculation of project costs and schedules. The project proposals from the Knox County School System will be forwarded to the Finance Department once the Knox County School Board adopts its request. Operating costs associated with the project must be provided by the department or elected official and are not included in the Capital Improvement Plan.

D. The Knox County Finance Department and County Mayor will review the project requests and make recommendations to the County Commission. The final plan recommended by the County Mayor includes the financing of the projects recommended. Financing for the capital budget will come from General Obligation Bonds and other sources. If a specific current revenue source is identified for a project, then that funding is included in the plan.

E. Budget appropriations for projects included in the first year of the approved Capital Improvement Plan, for which financing is planned for the upcoming fiscal year, are required to be approved by the County Commission. Budgetary approval for projects planned for the subsequent years, for which the financing is planned in those future years, is generally not obtained during the first year of the Capital Improvement Plan and is subject to revision in subsequent years' Capital Improvement Plans as the expected capital needs, and anticipated availability of the related financing, may change in response to future economic conditions and other circumstances.

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
PROPOSED AMENDED PROJECTS SUMMARY

Proposed Amended

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Countywide Projects	$ 12,436,283	$ 776,949	$ 776,949	$ -	$ -	$ 13,990,181
Public Libraries	150,000	150,000	150,000	150,000	150,000	750,000
Parks and Recreation	100,000	100,000	100,000	100,000	100,000	500,000
Building Improvements/Major Maintenance	1,694,235	652,990	1,000,000	2,849,400	349,400	6,546,025
Engineering and Public Works						
Highways	2,879,051	2,550,000	2,550,000	2,550,000	2,550,000	13,079,051
Solid Waste	50,000	250,000	450,000	250,000	400,000	1,400,000
Stormwater Management	-	-	-	-	-	-
Total Engineering and Public Works	2,929,051	2,800,000	3,000,000	2,800,000	2,950,000	14,479,051
Knox County Schools -- School Debt	33,100,000	15,000,000	15,000,000	5,000,000	5,000,000	73,100,000
Total Projects	**50,409,569**	**19,479,939**	**20,026,949**	**10,899,400**	**8,549,400**	**109,365,257**
Major Equipment	1,006,000	276,000	426,000	276,000	276,000	2,260,000
Total Proposed Amended Capital Improvements	**$ 51,415,569**	**$ 19,755,939**	**$ 20,452,949**	**$ 11,175,400**	**$ 8,825,400**	**$ 111,625,257**

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
SOURCES AND USES OF FUNDS

Uses of Funds

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Proposed Amended	$ 51,415,569	$ 19,755,939	$ 20,452,949	$ 11,175,400	$ 8,825,400	$ 111,625,257
Adjustment for Cash Flow/Project Schedule	-	-	(2,000,000)	2,000,000	-	-
Total Uses of Funds	**$ 51,415,569**	**$ 19,755,939**	**$ 18,452,949**	**$ 13,175,400**	**$ 8,825,400**	**$ 111,625,257**

Sources of Funds

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
General Obligation Bonds-Issued for:						
County Projects	$ 5,830,000	$ 4,380,000	$ 2,925,000	$ 7,800,000	$ 3,450,000	$ 24,385,000
School Projects	8,570,000	12,805,000	15,000,000	5,000,000	5,000,000	46,375,000
Total Issued for New Projects	14,400,000	17,185,000	17,925,000	12,800,000	8,450,000	70,760,000
Funding from QSCB Loan Program (See note below)	24,530,000	2,195,000	-	-	-	26,725,000
Capital Outlay Notes:						
Notes Issued for Major Equipment	1,006,000	276,000	426,000	276,000	276,000	2,260,000
Other Funding						
Other Revenues	11,379,334	-	-	-	-	11,379,334
Operating Savings (See note below)	100,235	99,939	101,949	99,400	99,400	500,923
Total Sources of Funds	**$ 51,415,569**	**$ 19,755,939**	**$ 18,452,949**	**$ 13,175,400**	**$ 8,825,400**	**$ 111,625,257**

Expected Effect on Bonded Debt

Planned Principal Payments on Bonds	$ 35,600,000	$ 37,700,000	$ 38,850,000	$ 41,000,000	$ 41,300,000	$ 194,450,000
Planned Bond Issuance	(14,400,000)	(17,185,000)	(17,925,000)	(12,800,000)	(8,450,000)	(70,760,000)
Net Reduction in Bond Principal Balance	**$ 21,200,000**	**$ 20,515,000**	**$ 20,925,000**	**$ 28,200,000**	**$ 32,850,000**	**$ 123,690,000**

Note: Savings from the General Fund will be designated to the Capital Improvement Plan (CIP) until the above amounts are met.

Note: During fiscal year 2011 the County entered into a loan agreement with the State of Tennessee, whereby the County borrowed $29,236,000 in funding that the State had obtained from the federal government as part of the American Recovery and Reinvestment Act of 2009 (ARRA), also known as stimulus funding. The proceeds are to be used for various school projects, beginning in FY 2011 and continuing to FY 2013. Included in the total is $5 million allocated to the Carter School projects, which were not included in the previously adopted CIP.

The proposed amendment to the previously adopted CIP includes an additional $16,379,334 related to the Carter campus projects: $13,879,334 for the new elementary school (funded by the County $11,379,334 and the Board $2,500,000), plus $2,500,000 for renovations to the existing Carter campus (provided by the Board.) As noted above, the Board's funding was provided from QSCB funds.

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
COUNTYWIDE PROJECTS

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
General Project Management	$ 576,949	$ 576,949	$ 576,949	$ -	$ -	$ 1,730,847
New Carter Elementary (See note below)	11,379,334	-	-	-	-	11,379,334
Debt Issuance Costs (See note below)	280,000	-	-	-	-	280,000
City/County Improvements and Development	200,000	200,000	200,000	-	-	600,000
Total Countywide Projects	**$ 12,436,283**	**$ 776,949**	**$ 776,949**	**$ -**	**$ -**	**$ 13,990,181**

Note: The Capital Improvement Plan (CIP) as adopted June 14, 2011 did not include appropriations and funding for this project. On August 10, 2011, the Knox County Board of Education approved a plan to build a new Carter Elementary School. Knox County will provide $11,379,334 of the funding for the new school from revenue sources to be obtained by the County during FY 2012, with an additional $2,5000,000 to be provided by the Board of Education, for a total project cost of $13,879,334. This additional $11,379,334 is proposed as an amendment to the previously adopted CIP. See page 9 for the related proposed amendment related to the portion of the project to be funded by the Board.

Note: The costs of debt issuance are included only for FY 2012, as only FY 2012 will be appropriated based on this capital plan.

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
PUBLIC LIBRARIES

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Library Facilities Upgrades	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000
Total Public Libraries	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 150,000**	**$ 750,000**

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
PARKS AND RECREATION

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Parks Facilities Upgrades	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 375,000
Greenways Upgrades	25,000	25,000	25,000	25,000	25,000	125,000
Total Parks and Recreation	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 500,000**

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
BUILDING IMPROVEMENTS/MAJOR MAINTENANCE

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
City / County Building (CCB)	$ 570,600	$ 342,000	$ 285,000	$ 500,000	$ 500,000	$ 2,197,600
Less: City Contribution toward CCB	(171,865)	(103,010)	(85,000)	(150,600)	(150,600)	(661,075)
Net County Funding for CCB	398,735	238,990	200,000	349,400	349,400	1,536,525
Andrew Johnson Building	429,500	130,000	50,000	-	-	609,500
Knox Central	40,000	-	-	-	-	40,000
Family Investment Center	19,000	-	-	-	-	19,000
Jail Improvements	183,000	-	-	-	-	183,000
Dwight Kessel Garage	-	60,000	-	-	-	60,000
John Tarleton	304,000	-	-	-	-	304,000
Juvenile Justice	80,000	62,000	50,000	-	-	192,000
Juvenile Court Building Expansion	-	-	500,000	2,500,000	-	3,000,000
Health Department	70,000	-	50,000	-	-	120,000
Libraries	-	122,000	100,000	-	-	222,000
Old Courthouse	170,000	-	-	-	-	170,000
Senior Centers	-	-	50,000	-	-	50,000
Fairview Technology Center	-	40,000	-	-	-	40,000
Total Building Improvements/ Major Maintenance	**$ 1,694,235**	**$ 652,990**	**$ 1,000,000**	**$ 2,849,400**	**$ 349,400**	**$ 6,546,025**

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
ENGINEERING AND PUBLIC WORKS

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Highways						
CMAQ	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 250,000
Geometric Improvements	200,000	200,000	200,000	200,000	200,000	1,000,000
Bridge Construction	629,051	300,000	300,000	300,000	300,000	1,829,051
General Road Improvements	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Total Highways	**2,879,051**	**2,550,000**	**2,550,000**	**2,550,000**	**2,550,000**	**13,079,051**
Solid Waste						
Karns Convenience Center Relocation	50,000	250,000	400,000	-	-	700,000
Carter Convenience Center Relocation	-	-	50,000	250,000	400,000	700,000
Total Solid Waste	**50,000**	**250,000**	**450,000**	**250,000**	**400,000**	**1,400,000**
Stormwater	-	-	-	-	-	-
Total Engineering and Public Works	**$ 2,929,051**	**$ 2,800,000**	**$ 3,000,000**	**$ 2,800,000**	**$ 2,950,000**	**$ 14,479,051**

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
KNOX COUNTY SCHOOLS

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Physical Plant Upgrades	$ 3,700,000	$ 5,000,000	$ 7,860,000	$ 5,000,000	$ 5,000,000	$ 26,560,000
Roofing and HVAC Replacements	3,155,000	3,645,000	5,990,000	-	-	12,790,000
Foundation Stabilization	-	-	750,000	-	-	750,000
New Carter Elementary (See note below)	2,500,000	-	-	-	-	2,500,000
Carter Campus Renovations/Additions (See note below)	2,500,000	-	-	-	-	2,500,000
New Southwest Elementary	17,055,000	445,000	-	-	-	17,500,000
Renovations to L&N--STEM High School Academy	1,800,000		-	-	-	1,800,000
Gresham Middle Upgrades	1,000,000	2,500,000	-	-	-	3,500,000
Chilhowee Elementary Upgrades	800,000	1,300,000	-	-	-	2,100,000
Belle Morris Elementary Upgrades	-	1,750,000	-	-	-	1,750,000
BEP Growth (Modular Classrooms)	400,000	-	400,000	-	-	800,000
Science Lab Upgrades	90,000	360,000	-	-	-	450,000
Facility Assessments	100,000	-	-	-	-	100,000
Total School Projects (See note below)	**$ 33,100,000**	**$ 15,000,000**	**$ 15,000,000**	**$ 5,000,000**	**$ 5,000,000**	**$ 73,100,000**

Note: The Capital Improvement Plan (CIP) as adopted June 14, 2011 did not include appropriations and funding for these projects.
On August 10, 2011, the Knox County Board of Education approved a plan to build a new Carter Elementary School.
The funding for the new school is to be obtained from a portion of the QSCB funding received in FY 2011 ($2,500,000), plus $11,379,334 provided by Knox County from revenues obtained by the County during FY 2012.
Also, the QSCB funding provides an additional $2,500,000 for other renovations to the Carter schools campus.
The additional $5 million is proposed as an amendment to the previously adopted CIP.
See page 4 for the related proposed amendment related to the portion of the project to be funded by the County.

CAPITAL IMPROVEMENT PLAN
FY 2012 THROUGH FY 2016
MAJOR EQUIPMENT

Proposed Amended

Description	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Total
Engineering and Public Works	$ 426,000	$ 276,000	$ 426,000	$ 276,000	$ 276,000	$ 1,680,000
Sheriff's Office/Detention Center Improvements	580,000	-	-	-	-	580,000
Total Major Equipment	**$ 1,006,000**	**$ 276,000**	**$ 426,000**	**$ 276,000**	**$ 276,000**	**$ 2,260,000**

Knox County General Obligation Debt
Projected Changes in Bonded Debt Balances
Based on 2012-2016 Proposed Amended Capital Plan

Year Ending June 30,	Knox County General Obligation Debt				Knox County Schools Portion-General Obligation Debt				Total Knox County Debt			
	Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year	Total Planned Bond Proceeds	Expected Bond Principal Payments	Increase (Decrease) in Outstanding Debt	Outstanding Debt, End of Year
2010 (Audited)				$ 363,953,720				$ 250,017,215				$ 613,970,935
2011 (Actual)	$ 58,235,000	$ 17,427,615	$ 40,807,385	$ 404,761,105	$ 50,676,000	$ 14,267,852	$ 36,408,148	$ 286,425,363	$ 108,911,000	$ 31,695,467	$ 77,215,533	$ 691,186,468
2012	5,830,000	17,243,683	(11,413,683)	393,347,422	8,570,000	18,372,019	(9,802,019)	276,623,344	14,400,000	35,615,702	(21,215,702)	669,970,766
2013	4,380,000	18,271,372	(13,891,372)	379,456,050	12,805,000	19,427,909	(6,622,909)	270,000,435	17,185,000	37,699,281	(20,514,281)	649,456,485
2014	2,925,000	19,171,592	(16,246,592)	363,209,458	15,000,000	19,677,689	(4,677,689)	265,322,746	17,925,000	38,849,281	(20,924,281)	628,532,204
2015	7,800,000	18,220,462	(10,420,462)	352,788,996	5,000,000	22,768,819	(17,768,819)	247,553,927	12,800,000	40,989,281	(28,189,281)	600,342,923
2016	3,450,000	19,185,369	(15,735,369)	337,053,627	5,000,000	22,078,912	(17,078,912)	230,475,015	8,450,000	41,264,281	(32,814,281)	567,528,642
Total	**$ 82,620,000**	**$ 109,520,093**	**$ (26,900,093)**	**$ 337,053,627**	**$ 97,051,000**	**$ 116,593,200**	**$ (19,542,200)**	**$ 230,475,015**	**$ 179,671,000**	**$ 226,113,293**	**$ (46,442,293)**	**$ 567,528,642**

580

Debt issued during FY 2011 consisted of the following:

Build America Bonds issued in accordance with the adopted FY 2011 Capital Improvement Plan	$ 17,000,000
Refunding bonds issued to refund already existing debt other than bonds:	
Bonds issued to refund bond anticipation note (See note 1)	30,115,000
Bonds issued to refund capital leases for energy management equipment (See note 2)	32,560,000
Debt issued under the federal Qualified School Construction Bond (QSCB) program (See note 3)	29,236,000
	$ 108,911,000

Note 1: The County's adopted FY 2008 Capital Improvement Plan included bond funding of $30 million for approved projects. The county deferred issuance of the bonds, and issued a Bond Anticipation Note (BAN) of $30 million in FY 2009. The existing BAN obligation was refunded by proceeds of the issuance of long-term bonds payable.

Note 2: The County had entered into three capital lease arrangements to provide funds for energy management projects in the Knox County Schools and for various County facilities. These capital lease arrangements were shown in the County's Comprehensive Annual Financial Report as long-term obligations. In FY 2011 the three leases were paid in full from the proceeds of long-term refunding bonds issued.

Note 3: The American Recovery and Reinvestment Act of 2009 (ARRA), also known as stimulus funding, included provisions for funding of certain public school projects under the Qualified School Construction Bond program (QSCB). The County issued $29,236,000 under this program in FY 2011, which is to be expended in full within three years (i.e., during FY 2013). This debt will be applied to school projects during FY 2011 through FY 2013. The debt, which bears no interest, was issued during FY 2011 as the authorization to issue debt under the ARRA program expired December 31, 2010.

RLA-2595 *

Commission

Meeting Date: 08/22/2011

Requested By: Jolie Bonavita, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of the Acceptance of New County Roads:
A.) Dannaher Drive in the Dannaher Place Subdivision, District 7.
(TO BE ADDED)
(Engineering and Public Works)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Attachment

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, we)_____, the undersigned owner of the property shown herein, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and or grant easement as shown on this plat. I further certify that all restrictive covenents, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

Birdie Lee Hawkins Charitable Remainder Unitrust
Birdie Lee Hawkins, Trustee
Steven A. Albright, Trustee
Birdie Lee Hawkins

Sundown Properties

Mercy Health Systems

RELEASE OF EASEMENTS

Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this may, on the condition that new utility and drainage easements are provided along the new property lines.

Knox County Engineering Division:
Signed: Eddy Roberts Knox County Eng. & Plng. Date: 7-13-10
Water:
Signed: Donna Cardwell HPUD Date: 6-29-10
Power:
Signed: Alberta Jones - KUB Date: 6/28/10
Sewer:
Signed: Donna Cardwell - HPUD Date: 6-29-10
Gas:
Signed: Alberta Jones - KUB Date: 6/28/10
Telephone:
Signed: Steve Hollow Frontier Date: 6-28-10
Cable Television:
Signed: [illegible] Date: 6/28/10

CERTIFICATION OF APPROVAL FOR RECORDING

This is to certify that the subdivision plat shown has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Commission, on this the 10th day of June, 2010, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: [illegible]

Dated: 7-15-10

CERTIFICATION OF FINAL PLAT - CONSTRUCTION COMPLETE

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. The indicated monuments were in place on the 30 day of JUNE, 2010.

Eddie D. Mills
Surveyor

Tennessee Certificate No. 2033

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities and that such installation shall be in accordance with state and local regulations.

Date 6-28-10 Donnie Pleasant
Knox County Health Department

Zoning shown on official map CA, OB

Date: 6/28/10 By: [illegible]

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS

The undersigned, hereby certify bond or other security has been posted with the appropriate agency to completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ day of _____, 20___, within a period not to exceed one year from date of approval.

Signed: Eddy Roberts

Dated: 7-13-10 Department: K.C. Eng.

Title: Staff Development Eng.

GUARANTEE OF COMPLETION STREETS AND RELATED IMPROVEMENTS

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks, and iron pins in this subdivision in accordance with required standards and specifications with a period not to exceed one year from date of approval of final plat.

Signed: Eddy Roberts

Dated: 7-13-10 Department: K.C. Eng.

Title: Staff Development Eng.

* KNOXVILLE UTILITIES BOARD DOES NOT RELEASE AND HEREBY RETAINS ALL EASEMENTS AND RIGHTS FOR EXISTING UTILITY FACILITIES, WHETHER OR NOT SHOWN ON THIS PLAT.

300 150 0 300 600
1" = 300'

GRID NORTH IS BASED ON A BEARING OF N50°38'12"W FROM CITY CONTROL POINT NO. 0866 TO POINT NO. 0867. DISTANCES HAVE NOT BEEN REDUCED TO GRID.

NOTES
1. The purpose of this plat is to resubdivide lot 1R-1 of the St. Mary's Health System S/D and lots 1, 2, 3, 4 and 5 of the Dannaher Place Subdivision.
2. Corner Monuments as shown
3. The properties included in this plat are: CLT 047 - 33.01,33.02,33.06,33.09,40 &81
4. Zoning = CA - General Business, OB-Office Medical and Related Services
5. Setbacks: (CA)Front - 20' Building, 25' Dwelling, 50' Hotel Side - 5' 1 Story Bldg., Add. 2' for Each Additional Story Rear 16' 1 Story, 20' 2 Story, 24' 3 Story (OB)Front - 25', Side - 25', Rear - 20'
6. Total lots = 15 plus two Future Phase Units Total area = 89.05 ac.
7. Verify easements with utility companies prior to construction. There may be additional easements.
8. There is a 10' drainage and utility easement inside all exterior boundary lines and along road right-of-ways; 5' each side all interior lot lines.
9. Water Quality will be required for each lot in accordance with the Knox County Stormwater Ordinance.
10. Detention will be required for Lot 4R in accordance with the Knox County Stormwater Ordinance.
11. Property is not in flood zone per FEMA maps 47093C0120F and 47093C0136F.
12. All structures shall be located at least 50' from the last closed contour of the sinkhole on this site. Construction within the 50' Sinkhole Buffer may only be permitted if a geotechnical study is prepared by a registered engineer and states that building within the 50' Sinkhole Buffer is acceptable and the study is approved by Knox County Engineering. An engineering footprint will be required for any structures to be placed within the 50' Sinkhole Buffer.
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19. For approved subdivision variances and conditions of approval of the concept plan, refer to MPC's file number 2-SC-10-C.
20. The covenants for permanent maintenance of stormwater facilities is recorded in the registers office in instrument no.201007060001046 AND 201007060001047

This is to certify that all property taxes and assessments due on this property have been paid.

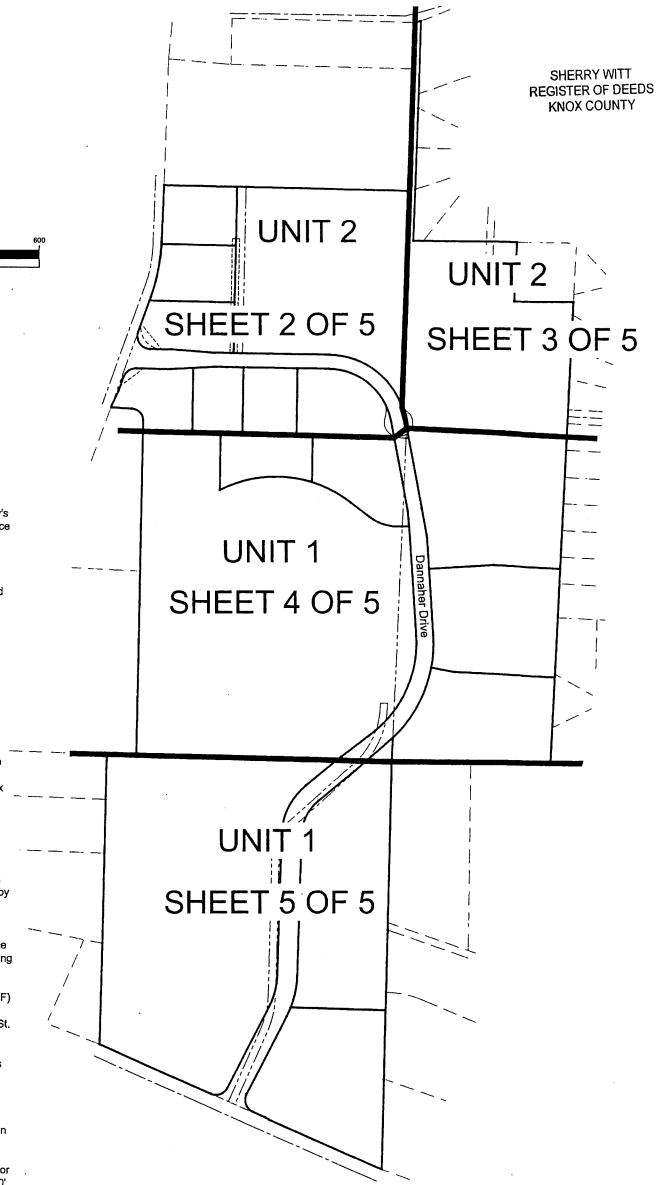
Signed:_____ Date:_____
City Tax Clerk

Signed: Fred Sisk by [illegible] Date: 7-15-10
Knox County Trustee

Subdivision name and street names contained herein reviewed and approved.

Date: 6/28/10

By: Donna Ward



SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

Variances
1. Pavement transition radius reduced to 25' at the June 10th, 2010 MPC Meeting.
2. Width of access to a public street for Lot 4R at Tate Trotter Road reduced to 20' at the June 10th, 2010 MPC Meeting.
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6. At the May 11th, 2000 MPC meeting a variance was approved to reduce the pavement transition radius to 35'.

Knox County Page: 1 of 5
REC'D FOR REC 07/15/2010 2:39.48PM
RECORD FEE: $77.00
M. TRX: $0.00 T. TRX: $0.00
201007150002987

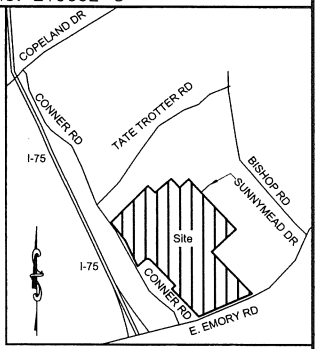
LAND DEVELOPMENT SOLUTIONS

310 SIMMONS RD., SUITE K • KNOXVILLE, TENNESSEE 37922 • PH: 865-671-2281
FAX: 865-671-2283

RESUBDIVISION OF LOT 1R-1 OF THE ST. MARY'S HEALTH SYSTEM S/D AND LOT 5 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 1

RESUBDIVISION OF LOTS 1,2,3 AND 4 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 2
DATE: 4-26-10 REVISED: 6-1-10
LDS PROJECT NO. 210002-3

WD Reference:
200803280072539



LOCATION MAP
N.T.S.

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
JUL 15 2010
BY PHIL BALLARD

EDDIE D. MILLS REGISTERED LAND SURVEYOR AGRICULTURE COMMERCE TENNESSEE NO. 2033
7-1-10

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.

MPC# 6-SF-10-F
Sheet 1 of 5
Out of Map 047-08I

OWNER CLT MAP 047-33.15 & 085
MERCY HEALTH PARTNERS
ADDRESS: 900 E. OAK HILL AVE.
KNOXVILLE, TN 37917

OWNER CLT MAP 047-33.14
BIRDIE LEE HAWKINS CHARITABLE REMAINDER UNITRUST
ADDRESS: PO BOX 11588
KNOXVILLE, TN 37939

OWNER CLT MAP 047- 33.10, 33.11, 33.12, 33.13
SUNDOWN PROPERTIES
ADDRESS: DAVID DUNCAN
11219 MATTHEWS COVE LN
KNOXVILLE, TN 37934

LEGEND

o IR(O)	IRON ROD (OLD)
• IR(N)	IRON ROD (NEW)
———	PROPERTY LINE
- - - -	ADJOINING PROPERTY
—·—·—	CENTER LINE
(2)	LOT NO. (NEW)
(2)	LOT NO. (OLD)
/////	EXISTING BUILDING

X:\Breck\Sundown Properties\dwg\ Mercy-Sundown Plat 2.dwg Jun 14, 2010 - 9:25am msprinkle - LDS Copyright 2010

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, we)_____, the undersigned owner of the property shown herein, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and or grant easement as shown on this plat. I further certify that all restrictive covenents, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

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Birdie Lee Hawkins, Trustee
Steven A. Albright, Trustee
Birdie Lee Hawkins

Sundown Properties

Mercy Health Systems

RELEASE OF EASEMENTS

Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this may, on the condition that new utility and drainage easements are provided along the new property lines.

Knox County Engineering Division: Signed: Eddy Roberts KCEng. Date: 7-13-10
Water: Signed: Dana Cardwell (KUB) Date: 6-29-10
Power: Signed: Roberta Jones - KUB Date: 6/28/10
Sewer: Signed: Dana Cardwell (KUB) Date: 6-29-10
Gas: Signed: Roberta Jones KUB Date: 6/28/10
Telephone: Signed: Jean Graves Frontier Date: 6-28-10
Cable Television: Signed: Date: 6/28/10

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This is to certify that the subdivision plat shown has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Commission, on this the 10th day of June, 20 10, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: Mark Donaldson
Dated: 7-15-10

CERTIFICATION OF FINAL PLAT - CONSTRUCTION COMPLETE

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. The indicated monuments were in place on the 30 day of June, 20 10.

Surveyor

Tennessee Certificate No. 2033

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Date 6-28-10 Knox County Health Department

Zoning shown on official map CA, OB

Date: 6/28/10 By:

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS

The undersigned, hereby certify bond or other security has been posted with the appropriate agency to completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ day of _____, 20___ within a period not to exceed one year from date of approval.

Signed: Eddy Roberts
Dated: 7-13-10 Department: KC Eng.
Title:

GUARANTEE OF COMPLETION STREETS AND RELATED IMPROVEMENTS

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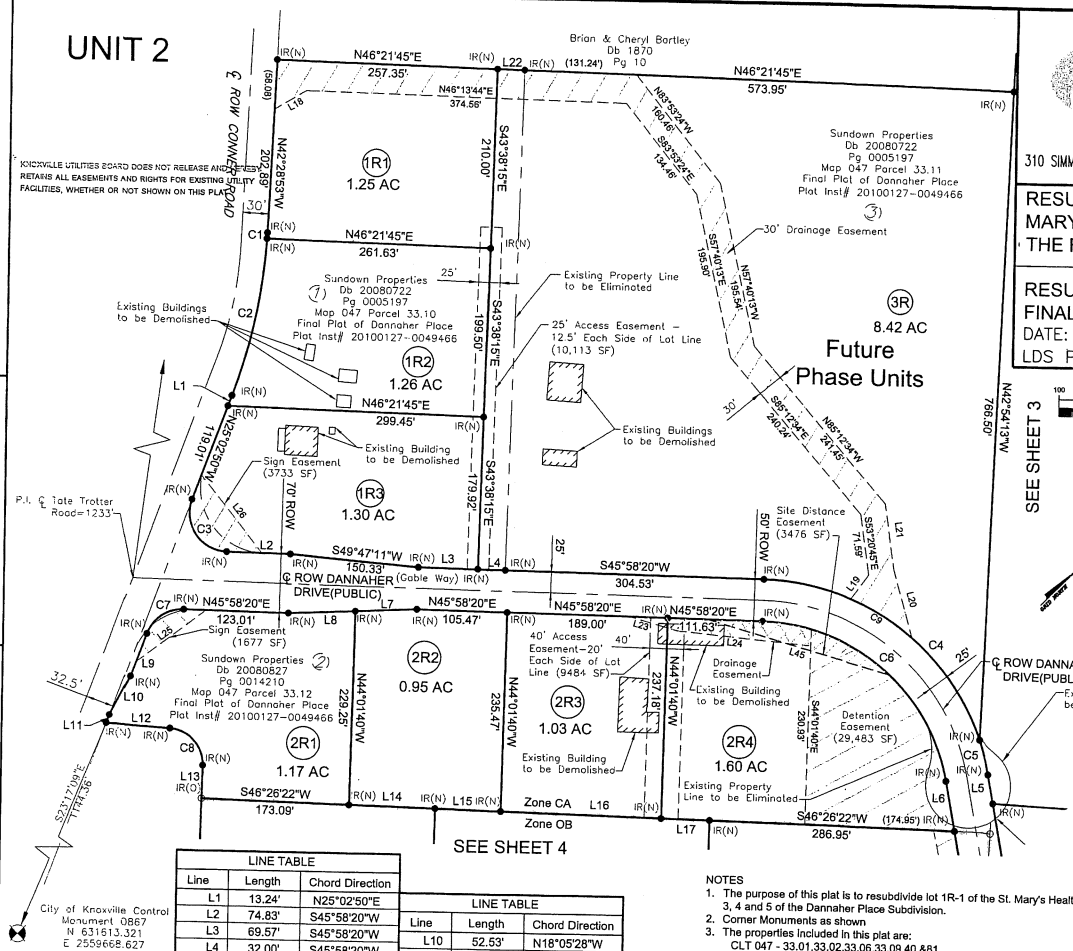
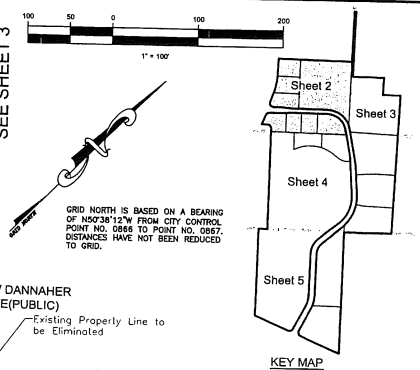
Signed: Eddy Roberts
Dated: 7-13-10 Department: K C Eng.
Title:





LINE TABLE		
Line	Length	Chord Direction
L1	13.24'	N25°02'50"E
L2	74.83'	S45°58'20"W
L3	69.57'	S45°58'20"W
L4	32.00'	S45°58'20"W
L5	34.72'	N55°20'05"W
L6	60.10'	S55°20'05"E
L7	71.84'	N42°09'29"E
L8	78.49'	N42°09'29"E
L9	54.06'	N24°57'04"W

LINE TABLE		
Line	Length	Chord Direction
L10	52.53'	N18°05'28"W
L11	10.31'	N25°02'50"W
L12	74.96'	S48°19'06"W
L13	39.26'	N43°53'03"W
L14	100.38'	S46°26'22"W
L15	76.77'	S46°26'22"W
L16	189.01'	S46°29'19"W
L17	57.11'	S46°16'33"W
L18	43.39'	N13°52'48"E
L19	35.44'	S09°54'31"E
L20	82.78'	N60°40'12"W
L21	78.24'	N53°20'45"W
L22	32.00'	N46°21'45"E
L23	59.07'	N60°21'49"E
L24	157.55'	N50°26'24"E
L25	102.78'	S07°36'01"W
L26	115.58'	N83°39'47"W
L45	222.60'	N60°59'55"E

CURVE TABLE					
Curve	Length	Radius	Tangent	Chord Direction	Chord
C1	7.15'	650.00'	3.57	N42°10'00"W	7.15'
C2	190.63'	650.00'	96.01	N33°26'59"W	189.95'
C3	85.60'	45.00'	63.08	N79°31'54"W	73.27'
C4	335.88'	275.00'	192.49	S80°57'45"W	315.39'
C5	41.82'	275.00'	20.95	N59°41'28"W	41.78'
C6	309.03'	225.00'	184.47	N85°19'07"E	285.30'
C7	55.70'	45.00'	32.05	N10°30'38"E	52.21'
C8	64.04'	41.68'	40.27	N87°39'55"W	57.92'
C9	85.07'	275.00'	42.88	N76°38'40"E	84.73'

This is to certify that all property taxes and assessments due on this property have been paid.

Signed:_____ Date:_____
City Tax Clerk
Signed: FRED SISK Date: 7-15-10
Knox County Trustee

Subdivision name and street names contained herein reviewed and approved.

Date: 6/28/10
By:

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Page: 2 OF 5 201007150002987

LAND DEVELOPMENT SOLUTIONS
310 SIMMONS RD., SUITE K • KNOXVILLE, TENNESSEE 37922 • PH: 865-671-2281 FAX: 865-671-2283

RESUBDIVISION OF LOT 1R-1 OF THE ST. MARY'S HEALTH SYSTEM S/D AND LOT 5 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 1

RESUBDIVISION OF LOTS 1,2,3 AND 4 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 2
DATE: 4-26-10 REVISED: 6-1-10
LDS PROJECT NO. 210002-3

COUNTERSIGNED
KNOXVILLE COUNTY PROPERTY ASSESSOR
JUL 15 2010
PHIL BALLARD
BY

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MPC# 6-SF-10-F
Sheet 2 of 5
Out of Map - 047-081

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- IR(O) IRON ROD (OLD)
- IR(N) IRON ROD (NEW)
- PROPERTY LINE
- ADJOINING PROPERTY
- CENTER LINE
- (2) LOT NO. (NEW)
- (2) LOT NO. (OLD)
- EXISTING BUILDING

X:\Breck\Sundown Properties\dwg\ Mercy-Sundown Plat 2.dwg Jun 14, 2010 - 9:25am msprinkle - LDS Copyright 2010

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Birdie Lee Hawkins, Trustee
Steven A. Albright, Trustee
Birdie Lee Hawkins

Sundown Properties
Will Albright

Mercy Health Systems
Kirt Mc

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Signed: Dawn Caudill HPUD Date: 6-29-10
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Signed: Alberta Jones KUB Date: 6/28/10
Sewer:
Signed: Dawn Caudill HPUD Date: 6-29-10
Gas:
Signed: Alberta Jones KUB Date: 6/28/10
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Signed: Steve Yeck Frontier Date: 6-28-10
Cable Television:
Signed: [illegible] Date: 6/28/10

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Signed: Mark Donaldson

Dated: 7-15-10

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Edd. Orr
Surveyor

Tennessee Certificate No. 2033

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Date 6-28-10 Connie Yeager (for)
Knox County Health Department

Zoning shown on official map: ~~RA~~ OB

Date: 6/28/10 By: [illegible]

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS

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Title: _____

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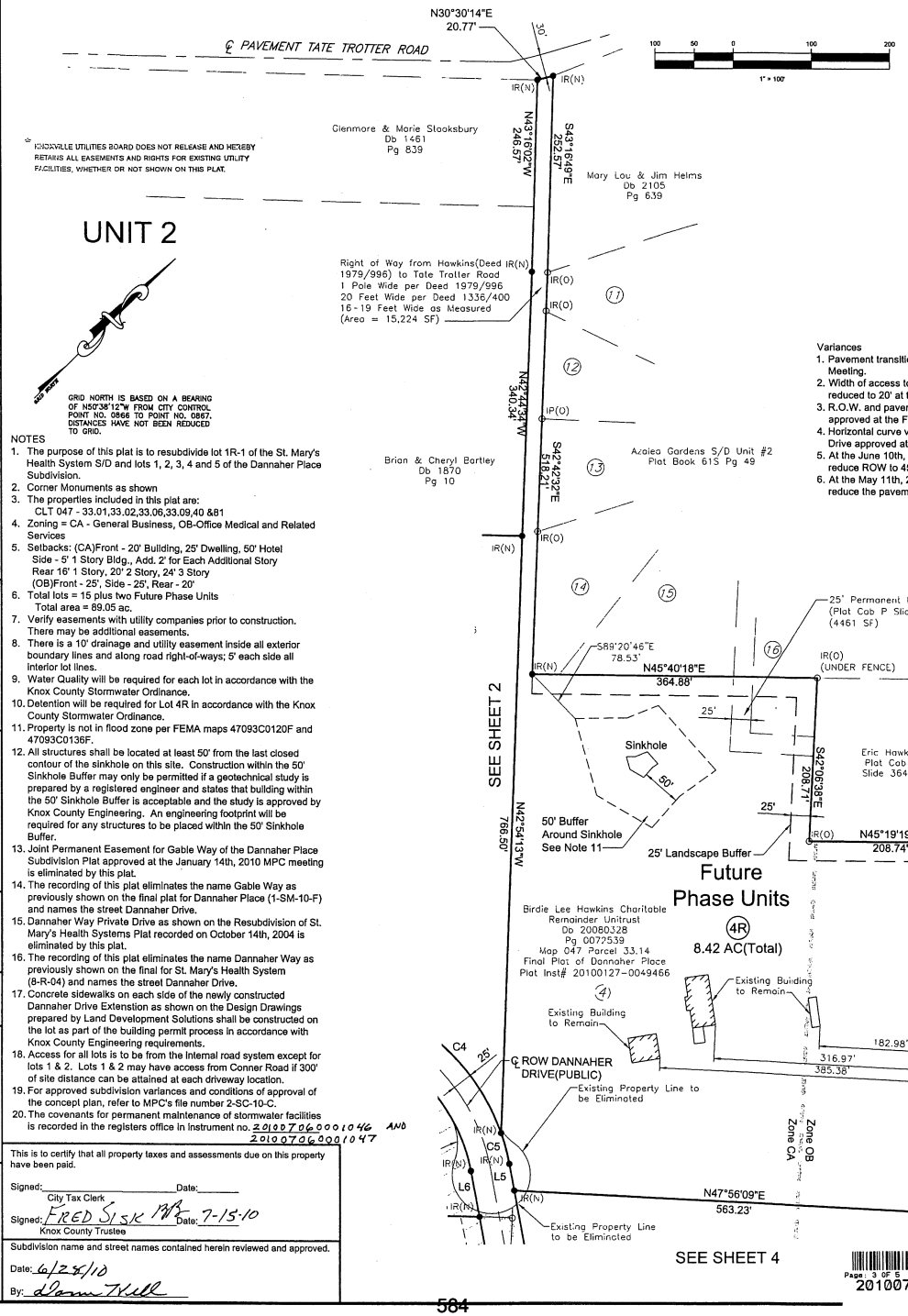
Dated: 7-13-10 Department: K.C.ENG.
Title: _____



NOTES

1. The purpose of this plat is to resubdivide lot 1R-1 of the St. Mary's Health System S/D and lots 1, 2, 3, 4 and 5 of the Dannaher Place Subdivision.
2. Corner Monuments as shown
3. The properties included in this plat are:
   CLT 047 - 33.01,33.02,33.06,33.09,40 &81
4. Zoning = CA - General Business, OB-Office Medical and Related Services
5. Setbacks: (CA)Front - 20' Building, 25' Dwelling, 50' Hotel
   Side - 5' 1 Story Bldg., Add. 2' for Each Additional Story
   Rear 16' 1 Story, 20' 2 Story, 24' 3 Story
   (OB)Front - 25', Side - 25', Rear - 20'
6. Total lots = 15 plus two Future Phase Units
   Total area = 89.05 ac.
7. Verify easements with utility companies prior to construction. There may be additional easements.
8. There is a 10' drainage and utility easement inside all exterior boundary lines and along road right-of-ways; 5' each side all interior lot lines.
9. Water Quality will be required for each lot in accordance with the Knox County Stormwater Ordinance.
10. Detention will be required for Lot 4R in accordance with the Knox County Stormwater Ordinance.
11. Property is not in flood zone per FEMA maps 47093C0120F and 47093C0136F.
12. All structures shall be located at least 50' from the last closed contour of the sinkhole on this site. Construction within the 50' Sinkhole Buffer may only be permitted if a geotechnical study is prepared by a registered engineer and states that building within the 50' Sinkhole Buffer is acceptable and the study is approved by Knox County Engineering. An engineering footprint will be required for any structures to be placed within the 50' Sinkhole Buffer.
13. Joint Permanent Easement for Gable Way of the Dannaher Place Subdivision Plat approved at the January 14th, 2010 MPC meeting is eliminated by this plat.
14. The recording of this plat eliminates the name Gable Way as previously shown on the final plat for Dannaher Place (1-SM-10-F) and names the street Dannaher Drive.
15. Dannaher Way Private Drive as shown on the Resubdivision of St. Mary's Health Systems Plat recorded on October 14th, 2004 is eliminated by this plat.
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17. Concrete sidewalks on each side of the newly constructed Dannaher Drive Extenstion as shown on the Design Drawings prepared by Land Development Solutions shall be constructed on the lot as part of the building permit process in accordance with Knox County Engineering requirements.
18. Access for all lots is to be from the internal road system except for lots 1 & 2. Lots 1 & 2 may have access from Conner Road if 300' of site distance can be attained at each driveway location.
19. For approved subdivision variances and conditions of approval of the concept plan, refer to MPC's file number 2-SC-10-C.
20. The covenants for permanent maintenance of stormwater facilities is recorded in the registers office in instrument no. 201007060001046 AND 201007060001047

GRID NORTH IS BASED ON A BEARING OF N50°38'12"W FROM CITY CONTROL POINT NO. 0866 TO POINT NO. 0867. DISTANCES HAVE NOT BEEN REDUCED TO GRID.

This is to certify that all property taxes and assessments due on this property have been paid.

Signed: _____ Date: _____
City Tax Clerk

Signed: FRED SISK IV Date: 7-15-10
Knox County Trustee

Subdivision name and street names contained herein reviewed and approved.

Date: 6/28/10

By: Dawn Caudill

Variances

1. Pavement transition radius reduced to 25' at the June 10th, 2010 MPC Meeting.
2. Width of access to a public street for Lot 4R at Tate Trotter Road reduced to 20' at the June 10th, 2010 MPC Meeting.
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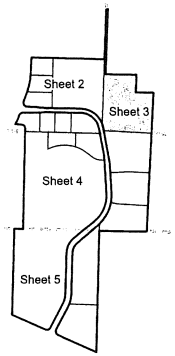
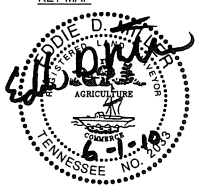
COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
JUL 15 2010
PHIL BALLARD
BY [illegible]



KEY MAP



I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.

MPC# 6-SF-10-F
Sheet 3 of 5
out of Map 047-08I

OWNER CLT MAP 047-33.15 & 085
MERCY HEALTH PARTNERS
ADDRESS: 900 E. OAK HILL AVE.
KNOXVILLE, TN 37917

OWNER CLT MAP 047-33.14
BIRDIE LEE HAWKINS CHARITABLE REMAINDER UNITRUST
ADDRESS: PO BOX 11588
KNOXVILLE, TN 37939

OWNER CLT MAP 047- 33.10, 33.11, 33.12, 33.13
SUNDOWN PROPERTIES
ADDRESS: DAVID DUNCAN
11219 MATTHEWS COVE LN
KNOXVILLE, TN 37934

LEGEND

o IR(O)	IRON ROD (OLD)
• IR(N)	IRON ROD (NEW)
———	PROPERTY LINE
- - - -	ADJOINING PROPERTY
———	CENTER LINE
(2)	LOT NO. (NEW)
(2)	LOT NO. (OLD)
	EXISTING BUILDING

LAND DEVELOPMENT SOLUTIONS

310 SIMMONS RD., SUITE K • KNOXVILLE, TENNESSEE 37922 • PH: 865-671-2281
FAX: 865-671-2283

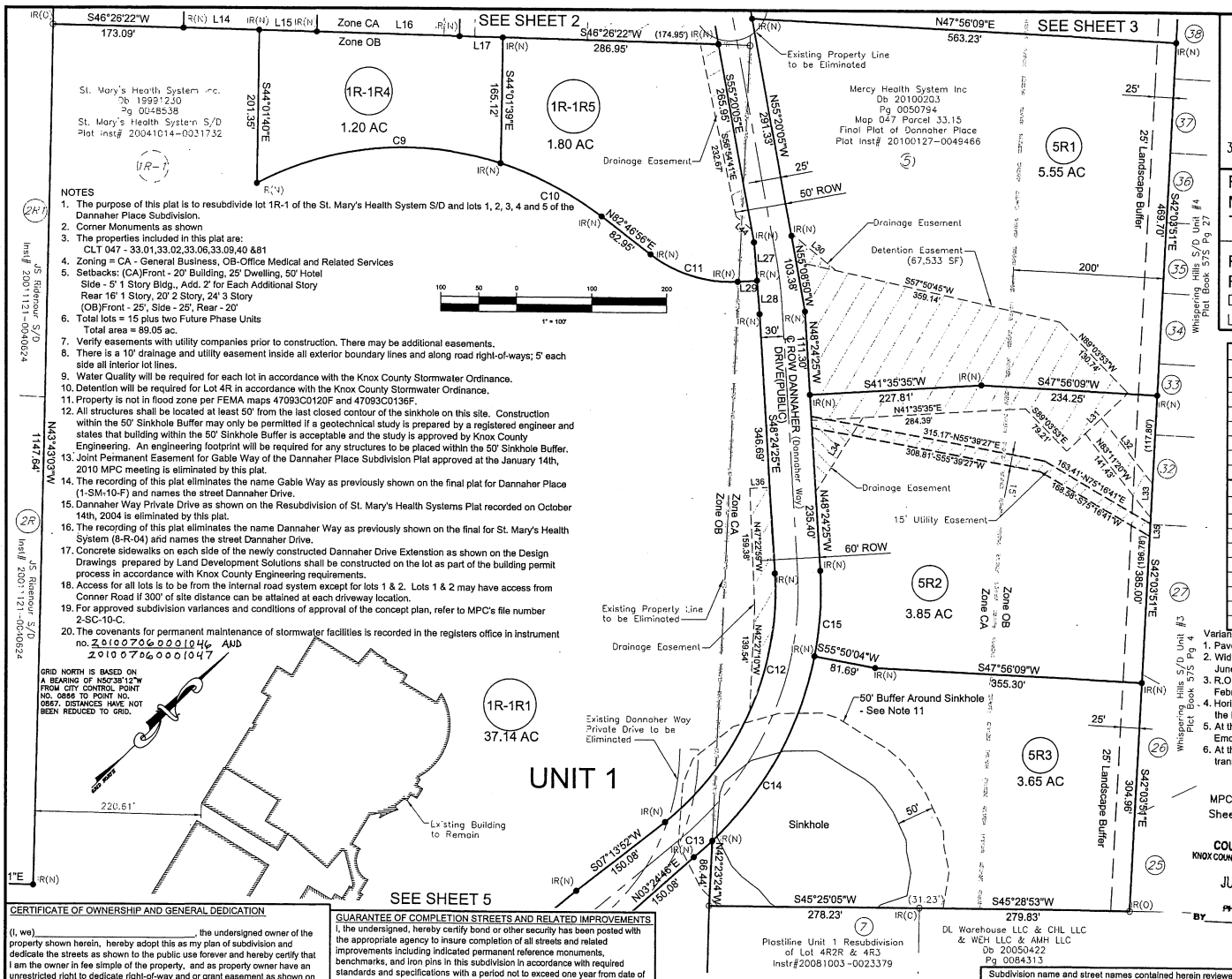
RESUBDIVISION OF LOT 1R-1 OF THE ST. MARY'S HEALTH SYSTEM S/D AND LOT 5 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 1

RESUBDIVISION OF LOTS 1,2,3 AND 4 OF THE FINAL PLAT OF DANNAHER PLACE = UNIT 2

DATE: 4-26-10 REVISED: 6-1-10
LDS PROJECT NO. 210002-3

Page: 3 OF 5
201007150002987

X:\Breck\Sundown Properties\dwg\ Mercy-Sundown Plat 2.dwg Jun 14, 2010 - 9:14am msprinkle - LDS Copyright 2010



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DATE: 4-26-10 REVISED: 6-1-10
LDS PROJECT NO. 210002-3

CURVE TABLE					
Curve	Length	Radius	Tangent	Chord Direction	Chord
C9	332.97'	427.50'	175.45	S40°01'52"W	324.62'
C10	152.49'	427.50'	77.06	S72°33'48"W	151.68'
C11	124.01'	172.50'	64.82	N62°11'16"W	121.35'
C12	377.54'	402.50'	203.89	S21°32'33"E	363.78'
C13	32.55'	462.50'	16.28	N03°18'21"E	32.54'
C14	286.20'	462.50'	147.85	N16°26'17"W	281.66'
C15	114.96'	462.50'	57.78	N41°17'10"W	114.66'

LINE TABLE			LINE TABLE		
Line	Length	Chord Direction	Line	Length	Chord Direction
L14	100.38'	S46°26'22"W	L31	113.31'	S00°56'07"W
L15	76.77'	S46°26'22"W	L32	110.16'	S83°11'20"E
L16	189.01'	S46°29'19"W	L33	45.61'	S42°03'51"E
L17	57.11'	S46°16'33"W	L34	116.86'	N12°46'39"W
L27	51.77'	S49°27'20"E	L35	16.89'	S42°03'51"E
L28	44.89'	S49°27'20"E	L36	26.51'	N41°35'35"E
L29	25.48'	N41°35'35"E	L44	27.27'	N85°08'52"E
L30	77.99'	S85°08'52"W			

Variances
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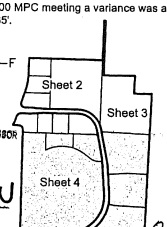
MPC# 6-SF-10-F
Sheet 4 of 5

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
JUL 15 2010
BY PHIL BALLARD



KEY MAP

EDDIE D. ROBERTS
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE
NO. 2033
6-1-10

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.

01-15-10 11:42:07 AM

OWNER CLT MAP 047-33.15 & 085
MERCY HEALTH PARTNERS
ADDRESS: 900 E. OAK HILL AVE.
KNOXVILLE, TN 37917

OWNER CLT MAP 047-33.14
BIRDIE LEE HAWKINS CHARITABLE REMAINDER UNITRUST
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SUNDOWN PROPERTIES
ADDRESS: DAVID DUNCAN
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KNOXVILLE, TN 37934

LEGEND

o IR(O)	IRON ROD (OLD)
• IR(N)	IRON ROD (NEW)
———	PROPERTY LINE
--- --- ---	ADJOINING PROPERTY
—·—	CENTER LINE
(2)	LOT NO. (NEW)
(2)	LOT NO. (OLD)
//////	EXISTING BUILDING

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, we)_____, the undersigned owner of the property shown herein, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and or grant easement as shown on this plat. I further certify that all restrictive covenents, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

Birdie Lee Hawkins Charitable Remainder Unitrust
Birdie Lee Hawkins Trustee
Steven A. Albright Trustee
Birdie Lee Hawkins

Sundown Properties

Mercy Health Systems

This is to certify that all property taxes and assessments due on this property have been paid.

Signed:_____ Date:_____
City Tax Clerk

Signed: FRED SISK III Date: 7-15-10
Knox County Trustee

GUARANTEE OF COMPLETION STREETS AND RELATED IMPROVEMENTS

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks, and iron pins in this subdivision in accordance with required standards and specifications with a period not to exceed one year from date of approval of final plat.

Signed: Eddy Roberts
Dated: 7-13-10 Department: K.C. ENG.
Title:

RELEASE OF EASEMENTS

Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this may, on the condition that new utility and drainage easements are provided along the new property lines.

Knox County Engineering Division:
Signed: Eddy Roberts K.C.ENG. Date: 7-13-10
Water:
Signed: Darren Gambill HPUD Date: 6-29-10
Power:
Signed: Alberta Jones KUB Date: 6/28/10
Sewer:
Signed: Darren Gambill HPUD Date: 6-29-10
Gas:
Signed: Alberta Jones KUB Date: 6/28/10
Telephone:
Signed: _____ Date: 6-28-10
Cable Television:
Signed: _____ Date: 6/28/10

CERTIFICATION OF APPROVAL FOR RECORDING

This is to certify that the subdivision plat shown has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Commission, on this the 10th day of June, 2010, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: _____
Dated: 7-15-10

CERTIFICATION OF FINAL PLAT - CONSTRUCTION COMPLETE

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. The indicated monuments were in place on the 30 day of June, 2010.

Signed: Eddy Roberts
Surveyor
Tennessee Certificate No. 2033

Subdivision name and street names contained herein reviewed and approved.
Date: 6/28/10
By: Dawn Hill

This is to certify that the subdivision shown hereon is approved subject to the installation of sanitary sewers and treatment facilities and that such installation shall be in accordance with state and local regulations.

Date 6-28-10 Knox County Health Department

Zoning shown on official map CA, OB
Date: 6/28/10 By:

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS

The undersigned, hereby certify bond or other security has been posted with the appropriate agency to completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ day of _____, 20___, within a period not to exceed one year from date of approval.

Signed: Eddy Roberts
Dated: 7-13-10 Department: KC. ENG
Title:

Page: 4 OF 5
201007150002987

X:\Breck\Sundown Properties\dwg\ Mercy-Sundown Plat 2.dwg Jun 14, 2010 - 9:15am msprinkle - LDS Copyright 2010

CERTIFICATE OF OWNERSHIP AND GENERAL DEDICATION

(I, we)_____, the undersigned owner of the property shown herein, hereby adopt this as my plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that I am the owner in fee simple of the property, and as property owner have an unrestricted right to dedicate right-of-way and or grant easement as shown on this plat. I further certify that all restrictive covenents, if any, which apply to the lots are either shown on the plan or are referred to thereon, with copies of the referred to covenants filed with the Knox County Register of Deeds.

Birdie Lee Hawkins Charitable Remainder Unitrust

Birdie Lee Hawkins Trustee

Steven A. Albright, Trustee

Birdie Lee Hawkins

Sundown Properties

Mercy Health Systems

RELEASE OF EASEMENTS

Except as noted or shown on this plat, the following parties hereby consent to the release of all rights that may have accrued for their use and benefit in the utility and drainage easements along the original lot lines eliminated by this may, on the condition that new utility and drainage easements are provided along the new property lines.

Knox County Engineer/Division:
Signed: Eddy Roberts KnoxCnty.Eng. Date: 7-13-10
Water:
Signed: Donna Caldwell KPUD Date: 6-29-10
Sewer:
Signed: Alberta Jones KUB Date: 6/28/10
Sewer:
Signed: Donna Caldwell KPUD Date: 6-29-10
Gas:
Signed: Alberta Jones KUB Date: 6/28/10
Telephone:
Signed: Stan Wood Frontier Date: 6-28-10
Cable Television:
Signed: [illegible] Date: 6/28/10

CERTIFICATION OF APPROVAL FOR RECORDING

This is to certify that the subdivision plat shown has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and stipulations noted on this plat and in the minutes of the Knoxville-Knox County Metropolitan Commission, on this the 10th day of June, 2010, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds.

Signed: [illegible]

Dated: 7-15-10

CERTIFICATION OF FINAL PLAT - CONSTRUCTION COMPLETE

I hereby certify that I am a surveyor licensed to do surveying under the laws of the State of Tennessee. I further certify that this plan and accompanying drawings, documents and statements conform to all applicable provisions of the Knoxville/Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Metropolitan Planning Commission, or for variances for which application has been filed. The indicated monuments were in place on the 30 day of June, 2010.

Surveyor

Tennessee Certificate No. 2077

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Date 6-28-10 Knox County Health Department

Zoning shown on official map CA, OB

Date: 6/28/10 By:

GUARANTEE OF COMPLETION OF DRAINAGE SYSTEMS

The undersigned, hereby certify bond or other security has been posted with the appropriate agency to completion and stabilization of all drainage systems as shown on drainage plans which were approved the ___ day of _____, 20__, within a period not to exceed one year from date of approval.

Signed: Eddy Roberts

Dated: 7-13-10 Department: KC.ENG.

Title: _____

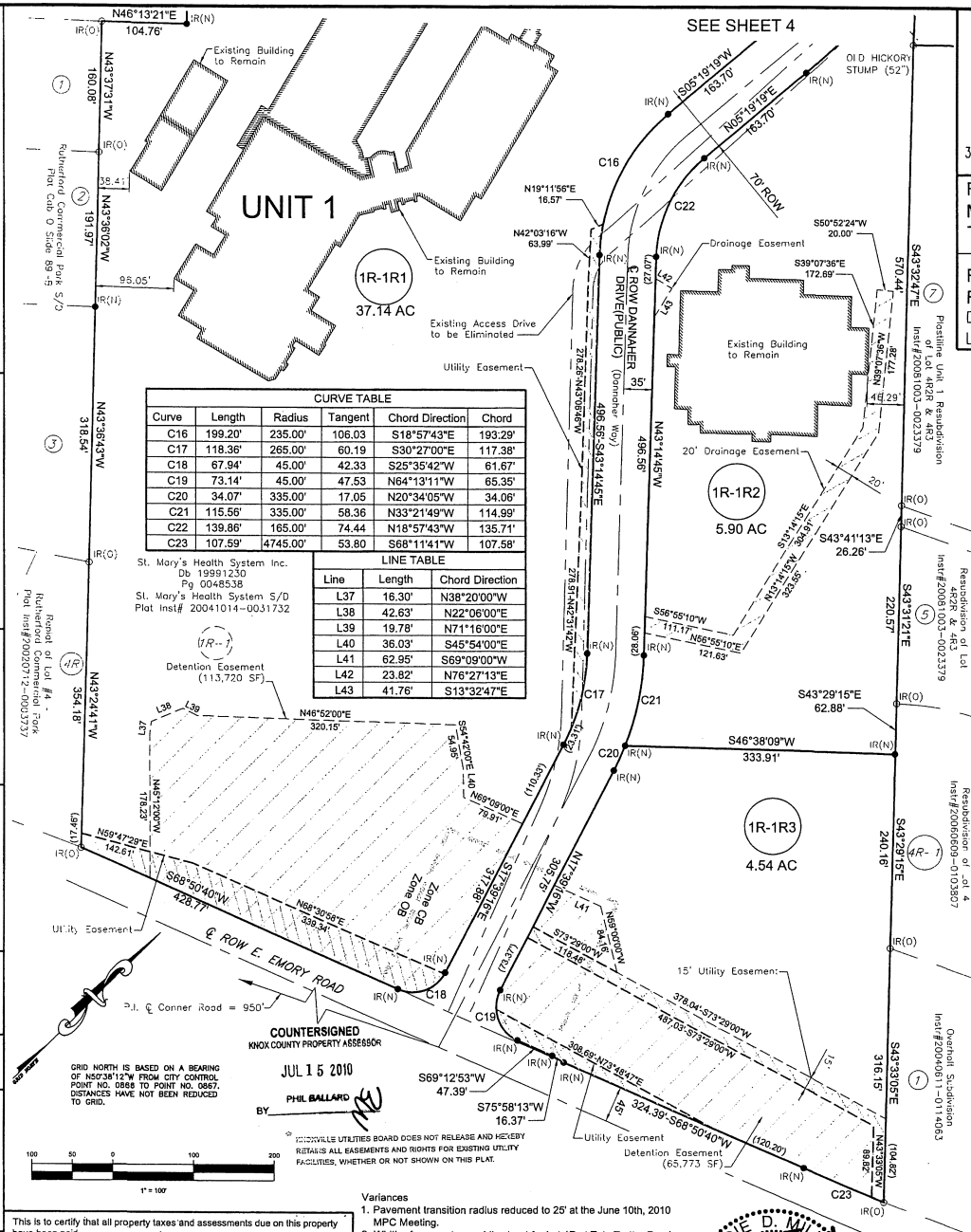
GUARANTEE OF COMPLETION STREETS AND RELATED IMPROVEMENTS

I, the undersigned, hereby certify bond or other security has been posted with the appropriate agency to insure completion of all streets and related improvements including indicated permanent reference monuments, benchmarks, and iron pins in this subdivision in accordance with required standards and specifications with a period not to exceed one year from date of approval of final plat.

Signed: Eddy Roberts

Dated: 7-13-10 Department: KC.ENG.

Title: _____



CURVE TABLE					
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C16	199.20'	235.00'	106.03	S18°57'43"E	193.29'
C17	118.36'	265.00'	60.19	S30°27'00"E	117.38'
C18	67.94'	45.00'	42.33	S25°35'42"W	61.67'
C19	73.14'	45.00'	47.53	N64°13'11"W	65.35'
C20	34.07'	335.00'	17.05	N20°34'05"W	34.06'
C21	115.56'	335.00'	58.36	N33°21'49"W	114.99'
C22	139.86'	165.00'	74.44	N18°57'43"W	135.71'
C23	107.59'	4745.00'	53.80	S68°11'41"W	107.58'

LINE TABLE		
Line	Length	Chord Direction
L37	16.30'	N38°20'00"W
L38	42.63'	N22°06'00"E
L39	19.78'	N71°16'00"E
L40	36.03'	S45°54'00"E
L41	62.95'	S69°09'00"W
L42	23.82'	N76°27'13"E
L43	41.76'	S13°32'47"E

This is to certify that all property taxes and assessments due on this property have been paid.

Signed:_____ Date:_____
City Tax Clerk

Signed: Fred Sisk Date: 7-15-10
Knox County Trustee

Subdivision name and street names contained herein reviewed and approved.

Date: 6/28/10

By: [illegible]

201007150002987

Page 5 OF 5

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EDDIE D. MOORE — REGISTERED LAND SURVEYOR — AGRICULTURE — TENNESSEE — NO. 2077 — 6-1-10

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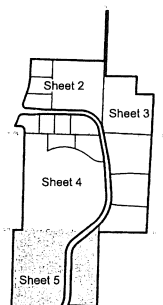
KEY MAP



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DATE: 4-26-10 REVISED: 6-1-10

LDS PROJECT NO. 210002-3

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   Side - 5' 1 Story Bldg., Add. 2' for Each Additional Story
   Rear 16' 1 Story, 20' 2 Story, 24' 3 Story
   (OB)Front - 25', Side - 25', Rear - 20'
6. Total lots = 15 plus two Future Phase Units
   Total area = 89.05 ac.
7. Verify easements with utility companies prior to construction. There may be additional easements.
8. There is a 10' drainage and utility easement inside all exterior boundary lines and along road right-of-ways; 5' each side all interior lot lines.
9. Water Quality will be required for each lot in accordance with the Knox County Stormwater Ordinance.
10. Detention will be required for Lot 4R in accordance with the Knox County Stormwater Ordinance.
11. Property is not in flood zone per FEMA maps 47093C0120F and 47093C0136F.
12. All structures shall be located at least 50' from the last closed contour of the sinkhole on this site. Construction within the 50' Sinkhole Buffer may only be permitted if a geotechnical study is prepared by a registered engineer and states that building within the 50' Sinkhole Buffer is acceptable and the study is approved by Knox County Engineering. An engineering footprint will be required for any structures to be placed within the 50' Sinkhole Buffer.
13. Joint Permanent Easement for Gable Way of the Dannaher Place Subdivision Plat approved at the January 14th, 2010 MPC meeting is eliminated by this plat.
14. The recording of this plat eliminates the name Gable Way as previously shown on the final plat for Dannaher Place (1-SM-10-F) and names the street Dannaher Drive.
15. Dannaher Way Private Drive as shown on the Resubdivision of St. Mary's Health Systems Plat recorded on October 14th, 2004 is eliminated by this plat.
16. The recording of this plat eliminates the name Dannaher Way as previously shown on the final for St. Mary's Health System (8-R-04) and names the street Dannaher Drive.
17. Concrete sidewalks on each side of the newly constructed Dannaher Drive Extenstion as shown on the Design Drawings prepared by Land Development Solutions shall be constructed on the lot as part of the building permit process in accordance with Knox County Engineering requirements.
18. Access for all lots is to be from the internal road system except for lots 1 & 2. Lots 1 & 2 may have access from Conner Road if 300' of site distance can be attained at each driveway location.
19. For approved subdivision variances and conditions of approval of the concept plan, refer to MPC's file number 2-SC-10-C.
20. The covenants for permanent maintenance of stormwater facilities is recorded in the registers office in instrument no. 201007060001046 AND 201007060001047

MPC# 6-SF-10-F
Sheet 5 of 5

Out of Map 047-081

OWNER CLT MAP 047-33.15 & 085
MERCY HEALTH PARTNERS
ADDRESS: 900 E. OAK HILL AVE.
KNOXVILLE, TN 37917

OWNER CLT MAP 047-33.14
BIRDIE LEE HAWKINS CHARITABLE REMAINDER UNITRUST
ADDRESS: PO BOX 11588
KNOXVILLE, TN 37939

OWNER CLT MAP 047- 33.10, 33.11, 33.12, 33.13
SUNDOWN PROPERTIES
ADDRESS: DAVID DUNCAN
11219 MATTHEWS COVE LN
KNOXVILLE, TN 37934

LEGEND

o IR(O)	IRON ROD (OLD)
• IR(N)	IRON ROD (NEW)
———	PROPERTY LINE
- - - -	ADJOINING PROPERTY
—·—·—	CENTER LINE
②	LOT NO. (NEW)
(2)	LOT NO. (OLD)
//////	EXISTING BUILDING

X:\Breck\Sundown Properties\dwg\ Mercy-Sundown Plat 2.dwg Jun 14, 2010 - 9:15am mspirinkle - LDS Copyright 2010

RIGHT OF WAY DESCRIPTION FOR
DANNAHER DRIVE

Being a strip of land, lying in the E6TH Civil District of Knox County, Tennessee, Map 47 and being known as Dannaher Drive and which is more particularly described as follows:

To get to the POINT OF BEGINNING, commence from the center line of Tate Trotter Road in a southern direction, 1,200 feet more or less along the western right of way of Conner Road to an iron rod, said iron rod being the POINT OF BEGINNING of said Dannaher Drive.

THENCE: from said POINT OF BEGINNING, and with a curve to the left with a radius of 45 feet and a arc distance of 85.60 feet and a chord bearing of South 79 deg. 31 min. 54 sec. East and a chord distance of 73.27 feet to an iron rod, said iron rod being on the northern right of way of Dannaher Drive.

THENCE continuing along said northern right of way of Dannaher Drive, North 45 deg. 58 min. 20 sec. East 74.83 feet to an iron rod.

THENCE: continuing along said right of way, North 49 deg. 47 min. 11 sec. East 150.33 feet to an iron rod.

THENCE: continuing along said right of way, North 45 deg. 58 min. 20 sec. East 406.10 feet to an iron rod.

THENCE: continuing along said right of way and in a south east direction, with a curve to the right, with a radius of 275 feet an arc distance of 377.50 feet and a chord bearing of North 85 deg. 19 min. 07sec.East and a chord distance of 348.70 feet to an iron rod.

THENCE: continuing along said right of way, South 55 deg. 20 min. 05 sec. East 326.05 feet to an iron rod.

THENCE: continuing along said right of way, South 55 deg. 08 min. 50 sec. East 103.38 feet to an iron rod.

THENCE: continuing along said right of way, South 48 deg. 24 min. 25 sec. East 346.70 feet to an iron rod.

THENCE: continuing along said right of way and with a curve to the right, with a radius of 462.50 feet an arc distance of 433.71 feet and a chord bearing of South 21 deg. 32 min. 33 sec. East and a chord distance of 417.99 feet to an iron rod.

THENCE: continuing along said right of way, South 03 deg. 24 min. 46 sec. West 150.08 feet to an iron rod.

THENCE: continuing along said right of way, South 05 deg. 19 min. 19 sec. West 163.70 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the left, with a radius of 165.00 feet an arc distance of 139.86 feet and a chord bearing of South 18 deg. 57 min. 43 sec. East and a chord distance of 135.71 feet to an iron rod.

THENCE: continuing along said right of way, South 43 deg. 14 min. 45 sec. East 496.56 feet to an iron rod.

THENCE: continuing along said right of way, with a curve to the right with a radius of 335.00 feet an arc distance of 149.63 feet and a chord bearing of South 30 deg. 27 min, 00 sec. East and a chord distance of 148.39 feet to an iron rod.

THENCE: continuing along said right of way, South 17 deg. 39 min. 16 sec. East 305.75 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the left, with a radius of 45.00 feet and an arc distance of 73.14 feet and a chord bearing of South 64 deg. 13 min. 11 sec. East and a chord distance of 65.35 feet to an iron rod.

THINCE: continuing along said right of way in a eastern direction, North 69 deg. 12 min. 53 sec. East 47.39 feet to an iron rod.

THENCE: continuing along said right of way, North 75 deg. 58 min. 13 sec. East 16.37 feet to an iron rod, said iron rod being on the northern right of way of East Emory Road.

THENCE: along the northern right of way of East Emory Raod, South 68 deg. 50 min. 40 sec. West 223.78 feet to an iron rod.

THENCE: leaving the northern right of way of East Emory Road and running along the western right of way of Danner Drive with a curve to the left, with a radius of 45.00 feet and an arc distance of 67.94 feet and a chord bearing of North 25 deg. 35 min. 42 sec. East 61.67 feet to an iron rod.

THENCE: continuing along said right of way, North 17 deg. 39 min. 16 sec. West 317.88 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the left, with a radius of 265.00 feet and an arc distance of 118.36 feet and a chord bearing of North 30 deg. 27 min. 00 sec. West and a chord distance of 117.38 feet to an iron rod.

THENCE: continuing along said right of way, North 43 deg. 14 min. 45 sec. West 496.56 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the right with a radius of 235.00 feet an arc distance of 199.20 feet and a chord bearing of North 18 deg. 57 min. 43 sec. West and a chord distance of 193.29 feet to an iron rod.

THENCE: continuing along said right of way, North 05 deg. 19 min. 19 sec. East 163.70 feet to an iron rod.

THENCE: continuing along said right of way, North 07 deg. 13 min. 52 sec. East 150.08 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the left with a radius of 402.50 feet an arc distance of 377.54 feet and a chord bearing of North 21 deg. 32 min. 33 sec. West and a chord distance of 363.76 feet to an iron rod.

THENCE: continuing along said right of way, North 48 deg. 24 min. 25 sec. West 346.69 feet to an iron rod.

THENCE: continuing along said right of way, North 49 deg. 27 min. 20 sec. West 96.66 feet to an iron rod.

THENCE: continuing along said right of way, North 55 deg. 20 min. 05 sec. West 326.05 feet to an iron rod.

THENCE: continuing along said right of way in a southern direction with a curve to the left, with a radius of 225.00 feet an arc distance of 309.06 feet and a chord bearing of South 85 deg. 19 min. 07 sec. West and a chord bearing of 285.30 feet to an iron rod.

THENCE: continuing along said right of way, South 45 deg. 58 min. 20 sec. West 406.10 feet to an iron rod.

THENCE: continuing along said right of way, South 42 deg. 09 min. 29 sec. West 150.33 feet to an iron rod.

THENCE: continuing along said right of way, South 45 deg. 58 min. 20 sec. West 123.01 feet to an iron rod.

THENCE: continuing along said right of way with a curve to the left with a radius of 45.00 feet an arc distance of 55.70 feet and a chord bearing of South 10 deg. 30 min. 38 sec. West and a chord distance of 52.21 feet to an iron rod.

THENCE: continuing along said right of way, South 24 deg. 57 min. 04 sec. East 54.06 feet to an iron rod.

THENCE: continuing with said right of way, South 18 deg. 05 min. 28 sec. East 52.53 feet to an iron rod, said iron rod being on the eastern right of way of Conner’s Road.

THENCE: continuing along said right of way of Conner's Road, North 25 deg. 02 min. 50 sec. West 273.11 feet to the POINT OF BEGNNING and containing 5.26 acres more or less. All shown on recorded plat No. 201007150002987.

RLA-2497 **O-11-7-101**

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Chapter 2, Article X, Division 6 of the Knox County Code by adding a new Section 2-838, previously reserved, to provide that any employee having direct or indirect knowledge of any suspected illegal, improper, wasteful or fraudulent activity, or any violations of the Knox County Employee Handbook has an absolute, unqualified duty to immediately report such activities to his or her Supervisor, Department Director, or the Director of Human Resources and failure to do so may lead to disciplinary action up to and including termination from employment with Knox County (Ord. No. O-02-7-101, adopted 8-26-02). **(SECOND READING)**

(Commissioner Hammond)

Work Session Recommendation: **Approve w/Amendment** **11-0-0-0**

Attachments

Ordinance

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING CHAPTER 2, ARTICLE X, DIVISION 6 OF THE KNOX COUNTY CODE BY ADDING A NEW SECTION 2-838, PREVIOUSLY RESERVED, TO PROVIDE THAT ANY EMPLOYEE HAVING DIRECT OR INDIRECT KNOWLEDGE OF ANY SUSPECTED ILLEGAL, IMPROPER, WASTEFUL OR FRAUDULENT ACTIVITY, OR ANY VIOLATIONS OF THE KNOX COUNTY EMPLOYEE HANDBOOK HAS AN ABSOLUTE, UNQUALIFIED DUTY TO IMMEDIATELY REPORT SUCH ACTIVITIES TO HIS OR HER SUPERVISOR, DEPARTMENT DIRECTOR, OR THE DIRECTOR OF HUMAN RESOURCES AND FAILURE TO DO SO MAY LEAD TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION FROM EMPLOYMENT WITH KNOX COUNTY (Ord. No. O-02-7-101, adopted 8-26-02).

ORDINANCE: **O-11-7-101**

REQUESTED BY: **COMMISSIONER HAMMOND**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Employee Handbook mandates that Knox County Employees are required to maintain the highest ethical standards in the conduct of their official duties; and

WHEREAS, the Knox County Ethics Code encourages employees to report suspected ethical violations to the Ethics Committee and provides protection for those who do; and

WHEREAS, the Knox County Employee Handbook is silent as to the duties and responsibilities of County employees who have direct or indirect knowledge of any suspected illegal, improper, wasteful or fraudulent activity, or any violations of the Knox County Employee Handbook; and

WHEREAS, the underreporting or lack of reporting of suspected illegal, improper, wasteful or fraudulent activity, or any violations of the Knox County Employee Handbook can serve to encourage the fraud, waste and abuse of the County's human and fiscal assets.

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

SECTION 1. Knox County Code, Chapter 2, Article X, Division 6 of the Knox County Code is hereby amended by adding a new section to be numbered 2-838, previously reserved, which section reads as follows:

Sec. 2-838. Reporting of suspected illegal, improper, wasteful or fraudulent activity.

Any employee having direct or indirect knowledge of any suspected illegal, improper, wasteful or fraudulent activity, or any violations of the Knox County Employee Handbook has an absolute, unqualified duty to immediately report such activities to his or her supervisor, department director, or the Director of Human Resources. Failure to do so may lead to disciplinary action up to and including termination from employment with Knox County.

SECTION 2. This Ordinance shall take effect upon 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

RLA-2473 **O-11-7-102**

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO
Funded in Current Budget:	YES
Appropriation Required:	NO

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Section 2-286 of the Knox County Code entitled "Defense and Indemnification of County Employees" to add new subsections 2-286(e) and 2-286(f) to provide for the reimbursement of Knox County employees and elected and appointed officials for court costs and attorney's fees in certain instances (Ord. No. O-94-12-101, adopted 1-23-95). **(SECOND READING)**

(Commissioner Hammond)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Ordinance

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING SECTION 2-286 OF THE KNOX COUNTY CODE ENTITLED "DEFENSE AND INDEMNIFICATION OF COUNTY EMPLOYEES" TO ADD NEW SUBSECTIONS 2-286(e) AND 2-286(f) TO PROVIDE FOR THE REIMBURSEMENT OF KNOX COUNTY EMPLOYEES AND ELECTED AND APPOINTED OFFICIALS FOR COURT COSTS AND ATTORNEY'S FEES IN CERTAIN INSTANCES (Ord. No. O-94-12-101, adopted 1-23-95).

ORDINANCE: O-11-7-102

REQUESTED BY: COMMISSIONER HAMMOND

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Tennessee Code Annotated Section 8-47-121, entitled "Restoration to office, Salary during suspension, Attorney fees," provides that, at the conclusion of an Ouster lawsuit filed against an elected official who is not removed from office, said official may be reimbursed for his/her reasonable attorney fees by the appropriate state, county, municipality, or other political subdivision, provided all appeals have been exhausted; and

WHEREAS, the Knox County Code Section 2-286 only provides for the indemnification of elected and appointed officials and employees in those instances whereby the official or employee promptly notifies the department of law when suit is served upon him or her, she or he makes a request for defense counsel, she or he cooperates with the defense counsel furnished, and provided further that there is no insurance coverage providing a defense for such official or employee or protecting such employee from damages; and

WHEREAS, neither the Tennessee Code nor the Knox County Code provide for any indemnification for or reimbursement to officials or employees for court costs or attorney's fees incurred as a result of the successful defense of claims asserted against them in non-ouster matters, Ethics or Audit Committee investigations.

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

SECTION 1. Section 2-286 of the Knox County Code is hereby amended to add a new subsection (e) and (f) to read as follows:

(e) ***Reimbursement of Court Costs.*** **The County Commission, after consultation with the Law Director and by resolution, may, on a case by case basis, reimburse an employee, as defined in this Section, for court costs in matters other than ouster lawsuits as provided by state law which are incurred by employee while serving Knox County Government in an official capacity.**

(f) ***Reimbursement of Attorney's Fees.*** **The County Commission, after consultation with the Law Director and by resolution, may, on a case by case basis, reimburse attorney's fees in those instances whereby a county commissioner is brought before and ultimately exonerated by the Knox County Ethics or Audit Committees.**

SECTION 2. This Ordinance shall take effect upon 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

RLA-2480 **O-11-7-103**

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO
Funded in Current Budget:	NO
Appropriation Required:	NO

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Articles 5, Sections 5.31 General Business Zone, 5.32 Business and Manufacturing Zone, 5.33 Planned Commercial Zone, 5.34 Shopping Center Zone, 5.35 Highway Commercial Zone, 5.50 Business and Technology Park and 5.51 Employment Center Zone of the Knox County Zoning Ordinance regarding locations of establishments selling beer for consumption on premise (Ord. No. O-90-9-130, adopted 9-10-90, as amended).

(SECOND READING)

(Metropolitan Planning Commission)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Ordinance

Exhibit A

Ordinance Amendment Re: Locations Serving Beer 6-A-11-OA

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING ARTICLE 5, SECTIONS 5.31 GENERAL BUSINESS ZONE, 5.32 BUSINESS AND MANUFACTURING ZONE, 5.33 PLANNED COMMERCIAL ZONE, 5.34 SHOPPING CENTER ZONE, 5.35 HIGHWAY COMMERCIAL ZONE, 5.50 BUSINESS AND TECHNOLOGY PARK, AND 5.51 EMPLOYMENT CENTER ZONE OF THE KNOX COUNTY ZONING ORDINANCE REGARDING LOCATIONS OF ESTABLISHMENTS SELLING BEER FOR CONSUMPTION ON PREMISES (Ord. No. O-90-9-130, adopted 9-10-90, as amended).

ORDINANCE: **O-11-7-103**

REQUESTED BY: **METROPOLITAN PLANNING COMMISSION**

PREPARED BY: **KNOX COUNTY LAW DIRECTOR**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (N0)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the State of Tennessee, Alcoholic Beverage Commission has preemptive authority over the issuance of licenses to sell liquor-by-the-drink; and

WHEREAS, the State of Tennessee defers to the local legislative body in matters involving the licensing of persons or entities desirous of selling beer defined as beverages having an alcoholic content of not more than five percent (5%) by weight; and

WHEREAS, several sections in the Knox County Zoning Ordinance reference that the sale of beer for consumption on the premises by establishments located within 500 feet of any residential or agricultural zone is prohibited; and

WHEREAS, however, those entities that are issued a liquor by the drink license by the State of Tennessee are not required to comply with any of the sections of the Knox County Zoning Ordinance prohibiting the sale of beer for consumption on the premises of establishments located within 500 feet of any residential or agricultural zone; and

WHEREAS, to avoid a conflict between the rules of the State of Tennessee, Alcoholic Beverage Commission and the Knox County Code, the Commission is of the mind that a change in Knox County's Zoning Ordinance is warranted; and

WHEREAS, by Resolution R-11-5-904, the Knox County Commission requested that the Metropolitan Planning Commission consider and recommend amendments to those sections of the Knox County Zoning Ordinance prohibiting the sale of beer for consumption on the premises of establishments located within 500 feet of any residential or agricultural zone to provide that any such provision shall not apply to any establishment or premises which receives and holds a State of Tennessee license for the sale of liquor by the drink; and

WHEREAS, the Metropolitan Planning Commission approved the amendments set forth on the attached Exhibit A at their duly noticed public meeting on June 9, 2011.

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

SECTION 1. Article 5, Sections 5.31 General Business Zone (CA), 5.32 Business and Manufacturing Zone (CB), 5.33 Planned Commercial Zone (PC), 5.34 Shopping Center Zone (SC), 5.35 Highway Commercial Zone (CH), 5.50 Business and Technology Park (BP), and 5.51 Employment Center Zone (EC) of the Knox County Zoning Ordinance are hereby amended as shown in Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. This Ordinance shall take effect upon 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 Zoning Ordinance
PROPOSED AMENDMENT
Regarding Establishments Selling Beer for Consumption On Premises

Language in **bold and underlined** is added; language in ~~strikethrough~~ is deleted

5.31 GENERAL BUSINESS ZONE (CA)

5.31.02 Uses Permitted

M. Motor vehicles and bicycle service and repair shops, skating rinks, and dance halls; and establishments selling beer for consumption on the premises, provided that no such establishment shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the state of Tennessee to sell liquor by the drink**.

5.32 BUSINESS AND MANUFACTURING ZONE (CB)

5.32.02 Uses Permitted

AA. Motor vehicles and bicycle service and repair shops, skating rinks, dance halls; and establishments selling beer for consumption on the premises, provided that no such ~~use~~ **establishment** shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.33 PLANNED COMMERCIAL ZONE (PC)

5.33.02 Uses Permitted
It is not the intent of this zone to restrict potential development by limiting uses. In general, uses permitted shall include office, commercial services and light distribution centers. Child day care centers shall also be permitted, provided they meet the requirements of Article 4.91. Marinas and boat liveries shall also be permitted, provided they meet the requirements of Article 4.30 of these regulations. Since some permitted uses may be incompatible with others the developer of a planned commercial complex shall provide the Planning Commission with a list of uses permitted in his development which shall be compatible with each other and neighboring uses as authorized under restrictive covenants; provided, however, that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.34 SHOPPING CENTER ZONE (SC)

5.34.02 Uses Permitted
The list below specifies the uses which shall be permitted in shopping center zones. In addition to these uses, the Metropolitan Planning Commission may recommend the inclusion of other uses of a related nature, provided that the intent of this resolution is maintained, and provided

EXHIBIT A

that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.35 HIGHWAY COMMERCIAL ZONE (CH)

5.35.02 Uses Permitted
The following uses shall be permitted in the Highway Commercial Zone, provided, however, that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**:

5.50 BUSINESS AND TECHNOLOGY PARK (BP)

5.50.03 Uses Permitted

S. Retail commercial uses may be approved as part of the overall development proposal, subject to the following conditions:

6. No ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.51 EMPLOYMENT CENTER ZONE (EC)

5.51.2 Uses Permitted.

O. In an EC development, twenty percent (20%) of the land area may be set aside for retail commercial development, subject to the following conditions and requirements:

4. No ~~use~~ **establishment** allowing the sale of beer for consumption on premises shall be located within five hundred (500) feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

6/27/2011 12:01 PM **FILE NUMBER: 6-A-11-OA**

APPLICANT:	KNOX COUNTY COMMISSION
APPLICANT'S REQUEST:	Approval of Amendments to the Knox County Zoning Ordinance regarding locations of establishments serving beer
MPC RECOMMENDATION:	**MPC approval of the amendment to the Knox County Zoning Ordinance as shown in EXHIBIT B**
MPC VOTE COUNT:	12-0 (Consent)
MPC HEARING ON:	6/9/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	5/6/2011
LEGISLATIVE HEARING ON:	7/25/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/17/2011
APPLICANT'S ADDRESS:	Mark Donaldson 400 Main St MPC, City-County Bldg, Ste 403 Knoxville, TN 37902
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE • KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

AGENDA ITEM#: 5

MEMORANDUM

TO: Metropolitan Planning Commission

FROM: Mark Donaldson, Executive Director

DATE: June 9, 2011

SUBJECT: Amendments to the Knox County Zoning Ordinance regarding locations of establishments serving beer for consumption on premise.
6-A-11-OA

REQUEST

Knox County Commission at its May 23 meeting requested that MPC consider and make recommendations to those sections of the Knox County Zoning Ordinance regarding the location of establishments selling beer for consumption on premises so that the requirement regarding the separation of such establishments from adjoining residential and agriculture zone districts will not apply to those establishments that hold a license from the State of Tennessee to sell liquor by the drink. See EXHIBIT A.

BACKGROUND

The State of Tennessee has preemptive authority over the issuance of licenses to sell liquor by the drink, yet it defers to local government in matters involving the selling of beer. The Knox County Zoning Ordinance, in several of its zone district regulations make reference to establishments selling beer for consumption on premises, but those establishments holding licenses from the State of Tennessee to sell liquor by the drink are not required to comply with local requirements prohibiting the selling of beer for consumption on premises. To avoid a conflict between the rules of the State of Tennessee and the County Code, the Knox County Commission has asked MPC to consider making a recommendation on amendments to the Knox County Zoning Ordinance.

STAFF RECOMMENDATION

MPC staff recommends that the planning commission recommend amendment of the Knox County Zoning Ordinance as shown in EXHIBIT B.

EXHIBITS

- Exhibit A – Resolution of Knox County Commission, May 2011
- Exhibit B – Proposed amendments

A

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THAT THE METROPOLITAN PLANNING COMMISSION RECOMMEND AMENDMENTS TO THOSE SECTIONS IN THE KNOX COUNTY ZONING ORDINANCE PROHIBITING THE SALE OF BEER FOR CONSUMPTION ON PREMISES OF ESTABLISHMENTS LOCATED WITHIN 500 FEET OF A RESIDENTIAL OR AGRICULTURAL ZONE TO PROVIDE THAT ANY SUCH PROVISION SHALL NOT APPLY TO ANY ESTABLISHMENT LICENSED BY THE STATE OF TENNESSEE TO SELL LIQUOR BY THE DRINK.

RESOLUTION: R-11-5-904

REQUESTED BY: COMMISSIONER BROWN

PREPARED BY: KNOX COUNTY LAW DIRECTOR

APPROVED AS TO FORM AND CORRECTNESS: Joseph G. Jarrell
DIRECTOR OF LAW

APPROVED: May 23, 2011
DATE

VETOED: _____
DATE

VETO OVERRIDE: _____
DATE

MINUTE BOOK _____ **PAGE** _____

WHEREAS, the State of Tennessee, Alcoholic Beverage Commission has preemptive authority over the issuance of licenses to sell liquor-by-the-drink; and

WHEREAS, the State of Tennessee defers to the local legislative body in matters involving the licensing of persons or entities desirous of selling beer defined as beverages having an alcoholic content of not more than five percent (5%) by weight; and

WHEREAS, currently, several sections in the Knox County Zoning Ordinance reference that the sale of beer for consumption on the premises by establishments located within 500 feet of any residential or agricultural zone is prohibited; and

WHEREAS, those entities that are issued a liquor by the drink license by the State of Tennessee are not required to comply with any of the sections of the Knox County Zoning Ordinance prohibiting the sale of beer for consumption on the premises of establishments located within 500 feet of any residential or agricultural zone; and

WHEREAS, to avoid a conflict between the rules of the State of Tennessee, Alcoholic Beverage Commission and the Knox County Code, the Commission is of the mind that a change in Knox County's Zoning Ordinance is warranted.

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

The Commission of Knox County hereby requests that the Knox County Metropolitan Planning Commission (MPC) recommend amendments to those sections in the Knox County Zoning Ordinance prohibiting the sale of beer for consumption on the premises of establishments located within 500 feet of any residential or agricultural zone to provide that any such provision shall not apply to any establishment or premises which receives and holds a State of Tennessee license for the sale of liquor by the drink.

BE IT FURTHER RESOLVED, that the County Clerk is hereby respectfully requested to forward a copy of this Resolution to Mark Donaldson, Executive Director of the Metropolitan Planning Commission.

BE IT FURTHER RESOLVED, that if any other 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.

Michael Hammond 5-23-11
Presiding Officer of the Commission **Date**

5/24/11
County Clerk **Date**

5/27/11
Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

EXHIBIT B

Knox County Zoning Ordinance
PROPOSED AMENDMENT
Regarding Establishments Selling Beer for Consumption On Premises

Language in **bold and underlined** is added; language in ~~strikethrough~~ is deleted

5.31 GENERAL BUSINESS ZONE (CA)

5.31.02 Uses Permitted

M. Motor vehicles and bicycle service and repair shops, skating rinks, and dance halls; and establishments selling beer for consumption on the premises, provided that no such establishment shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the state of Tennessee to sell liquor by the drink**.

5.32 BUSINESS AND MANUFACTURING ZONE (CB)

5.32.02 Uses Permitted

AA. Motor vehicles and bicycle service and repair shops, skating rinks, dance halls; and establishments selling beer for consumption on the premises, provided that no such ~~use~~ **establishment** shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.33 PLANNED COMMERCIAL ZONE (PC)

5.33.02 Uses Permitted
It is not the intent of this zone to restrict potential development by limiting uses. In general, uses permitted shall include office, commercial services and light distribution centers. Child day care centers shall also be permitted, provided they meet the requirements of Article 4.91. Marinas and boat liveries shall also be permitted, provided they meet the requirements of Article 4.30 of these regulations. Since some permitted uses may be incompatible with others the developer of a planned commercial complex shall provide the Planning Commission with a list of uses permitted in his development which shall be compatible with each other and neighboring uses as authorized under restrictive covenants; provided, however, that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.34 SHOPPING CENTER ZONE (SC)

5.34.02 Uses Permitted
The list below specifies the uses which shall be permitted in shopping center zones. In addition to these uses, the Metropolitan Planning Commission may recommend the inclusion of other uses of a related nature, provided that the intent of this resolution is maintained, and provided

that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.35 HIGHWAY COMMERCIAL ZONE (CH)

5.35.02 Uses Permitted
The following uses shall be permitted in the Highway Commercial Zone, provided, however, that no ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**:

5.50 BUSINESS AND TECHNOLOGY PARK (BP)

5.50.03 Uses Permitted

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.

S. Retail commercial uses may be approved as part of the overall development proposal, subject to the following conditions:

.
.

6. No ~~use~~ **establishment** that allows the selling of beer for consumption on premises shall be located within five hundred feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

5.51 EMPLOYMENT CENTER ZONE (EC)

5.51.2 Uses Permitted.

.
.

O. In an EC development, twenty percent (20%) of the land area may be set aside for retail commercial development, subject to the following conditions and requirements:

.
.

4. No ~~use~~ **establishment** allowing the sale of beer for consumption on premises shall be located within five hundred (500) feet of any residential or agricultural zone **unless such establishment holds a license from the State of Tennessee to sell liquor by the drink**.

KNOXVILLE·KNOX COUNTY
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Knoxville, Tennessee 37902
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www • knoxmpc • org

Minutes (Unapproved)

June 9, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on June 9, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
A	Ms. Ursula Bailey	A	Mr. Nate Kelly
*	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
A	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **5.** **KNOX COUNTY COMMISSION** **6-A-11-OA**

Amendments to the Knox County Zoning Ordinance regarding locations of establishments serving beer.

STAFF RECOMMENDATION: Approve

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (EWART) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM NO. 34. MOTION CARRIED 11-0. APPROVED.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, July 25, 2011, at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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.

Ordinance Amendments

KNOX COUNTY COMMISSION - Amendments to the Knox County Zoning Ordinance regarding locations of establishments serving beer. MPC Recommendation: Approve.

METROPOLITAN PLANNING COMMISSION - Amendments to the Knox County Zoning Ordinance, proposed changes to the TO (Technology Overlay) zone reflecting changes to the TTCDA Enabling Act. MPC Recommendation: Approve.

Plans/Rezonings

METROPOLITAN PLANNING COMMISSION - 2011 Update to the Knoxville-Knox County Major Road Plan. MPC Action: Adopted and recommend adoption.

CUS, LLC - South side Hardin Valley Rd., east of Bertelkamp Ln., Commission District 6. **Northwest County Sector Plan Amendment** from O (Office) & SLPA (Slope Protection Area) to C (Commercial) & SLPA (Slope Protection Area)and **Rezoning** from A (Agricultural) to CA (General Business). MPC Action: Adopted C & SLPA plan designation and Approved CA (General Business) zoning to a depth of 200 feet from the right-of-way and OA (Office Park) zoning on the remainder of the site.

VANCE AND PAM GRIFFIN - Southwest side Shoffner Ln., northwest of Griffith Rd., Commission District 7. Rezoning from RA (Low Density Residential) to A (Agricultural). MPC Recommendation: Approve.

WILLIAM L. LUNSFORD - Northeast side Old Maynardville Pike, north side Foley Dr., Commission District 7. **North County Sector Plan Amendment** from LDR (Low Density Residential) to C (Commercial) and **Rezoning** from RB (General Residential) & CA (General Business) to CA (General Business). MPC Action: Adopted C plan designation and Approved CA (k) (General Business) zoning with 2 conditions.

RLA-2481 **O-11-7-104**

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION
Requires Expenditure of Funds:	NO
Funded in Current Budget:	NO
Appropriation Required:	NO

Information

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee amending Article 5, Section 5.90 (Technology Overlay Zone) of the Knox County Zoning Ordinance to reflect recent changes to the Tennessee Technology Corridor Development Authority (TTCDA) enabling legislation (Ord. No. O-06-1-101, adopted 2-27-06).

(SECOND READING)

(Metropolitan Planning Commission)

Work Session Recommendation: **Approve** **11-0-0-0**

Attachments

Ordinance

Exhibit A

Ordinance Amendment Re: Changes to TTCDA Enabling Act 6-B-11-OA

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING ARTICLE 5, SECTION 5.90 (TECHNOLOGY OVERLAY ZONE) OF THE KNOX COUNTY ZONING ORDINANCE TO REFLECT RECENT CHANGES TO THE TENNESSEE TECHNOLOGY CORRIDOR DEVELOPMENT AUTHORITY (TTCDA) ENABLING LEGISLATION (Ord. No. O-06-1-101, adopted 2-27-06).

ORDINANCE: **O-11-7-104**

REQUESTED BY: **METROPOLITAN PLANNING COMMISSION**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Legislature of the State of Tennessee enacted Private Act of the Legislature, 1983, Chapter 148, entitled the "Tennessee Technology Corridor Development Authority Act" (the "Act"), which was adopted by Ordinance O-90-9-114 of the Knox County Commission; and

WHEREAS, by Resolution R-09-12-901, the Knox County Commission approved the Resolution adopted by the Tennessee Technology Corridor Development Authority Board (the "TTCDA board") on November 9, 2009, recommending that the Tennessee General Assembly consider changes to Chapter 148, Private Acts 1983, as amended, to make the TTCDA board's development review process more effective, clarify the selection process for TTCDA board members, allow for the consideration of medium and high density residential developments, and designate that decisions affecting applications in the City of Knoxville be appealed to the Knoxville City Council; and

WHEREAS, the Tennessee General Assembly recently enacted Private Chapter No. 9, House Bill 2127 which serves to amend the Act, as recommended by the TTCDA board, which was signed into the law by the Governor of Tennessee on April 14, 2011 and ratified by the Knox County Commission by Resolution R-11-5-903; and

WHEREAS, by Ordinance O-11-5-102, the Knox County Commission also amended the Knox County Code to be consistent with this recently enacted legislation; and

WHEREAS, the Metropolitan Planning Commission staff recommends two amendments to the Knox County Zoning Ordinance which will make operative the following two changes enabled by Private Chapter No. 9, House Bill 2127: Allow for the consideration of medium and high density residential developments with the Technology Overlay Zone and extend the amount of time the TTCDA board has to approve or deny a request; and

WHEREAS, the Metropolitan Planning Commission approved the amendments set forth on the attached Exhibit A at their duly noticed public meeting on June 9, 2011.

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

SECTION 1. Article 5, Section 5.90 Technology Overlay Zone (TO) of the Knox County Zoning Ordinance is hereby amended as shown in Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. This Ordinance shall take effect upon 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**

Exhibit A (Revised) to Ordinance O-11-7-104

PROPOSED CHANGES TO THE TO (TECHNOLOGY OVERLAY ZONE) OF THE KNOX COUNTY ZONING ORDINANCE REFLECTING CHANGES TO THE TTCDA ENABLING LEGISLATION

New language is in **bold face type.** Old language is ~~deleted.~~

5.90 TO Technology Overlay Zone

5.90.08 (B.2.) Excluded Areas

~~All r~~ **R**esidential structures when such structures are located within subdivisions approved by local planning commissions or otherwise permitted by the general law. **Medium and high density residential developments, as defined by the Knoxville-Knox County General Plan, or its successors, shall not be exempt.**

5.90.09 Application Procedures

.....Design Guidelines. The TTCDA shall, within a reasonable time period but in no case more than 60 days following ~~submission of~~ **initial consideration of an** application **by the authority meeting in regular session,** grant a Certificate of Appropriateness with or without attached conditions, or deny the Certificate, and shall state in writing its reason for approval or denial. Failure by the TTCDA.....

Please note that the above revision to **5.90.08 (B.2.)** of the county's TO (Technology Overlay) zone includes a minor change that was reflected in recently adopted amendments to state enabling legislation, but was not included in the version approved by MPC in June of this year. The change removes the word **"All"** from the term "All residential structures", so that it should correctly read "Residential structures". This is an oversight and should be considered by County Commission at their July meeting.

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

6/27/2011 02:08 PM **FILE NUMBER: 6-B-11-OA**

APPLICANT:	METROPOLITAN PLANNING COMMISSION
APPLICANT'S REQUEST:	Approval of Amendments to the Knox County Zoning Ordinance reflecting changes to the Tennessee Technology Corridor Development Authority enabling act.
MPC RECOMMENDATION:	**APPROVE the amendments**
MPC VOTE COUNT:	12-0 (Consent)
MPC HEARING ON:	6/9/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	5/27/2011
LEGISLATIVE HEARING ON:	7/25/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/17/2011
APPLICANT'S ADDRESS:	Ewing Johnson 400 Main St. Knoxville, TN 37902
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE·KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

MEMORANDUM

TO: Metropolitan Planning Commission
FROM: Buz Johnson
DATE: June 1, 2011
SUBJECT: Proposed changes to the TO (Technology Overlay) zone reflecting changes to the TTCDA Enabling Act – **6-B-11-OA**

STAFF RECOMMENDATION:
APPROVE amendments, as proposed by staff.

BACKGROUND:
The Tennessee General Assembly recently adopted and the Governor signed into law changes to the 1983 enabling legislation creating the Tennessee Technology Corridor Development Authority. These changes, which were approved by the Tennessee Technology Corridor Development Authority, MPC, City Council and County Commission in late 2009, include procedural revisions, changes to the selection process for TTCDA board members, and revisions affecting the types of development that can be reviewed by the TTCDA and MPC. Consistent with state law, the Knox County Commission has ratified these changes on first reading and will consider them on second reading at their June monthly meeting.

COMMENTS:
The staff recommends two amendments to the Knox County Zoning Ordinance that will make operative changes in the enabling legislation dealing with project review and consideration. The first amendment will allow for the consideration of medium and high density residential developments within the Technology Overlay zone. The MPC/TTCDA staff has determined that apartment and condominium developments can have as much impact on the environment and surrounding development pattern as office, technology based and commercial projects. As a result, such projects should be reviewed to ensure their compatibility with the surrounding area and other uses within the overlay.

The second amendment will extend the amount of time the TTCDA board has to approve or deny a request. Previously, the 60-day window for taking action on an application began with the filing of the application. Now the 60-day period will

begin when the application first appears on the board's agenda. This will allow for one postponement in case the board feels that more time is needed to consider a request.

ATTACHMENT:
Exhibit A provides the proposed language for the two ordinance amendments.

Exhibit A

PROPOSED CHANGES TO THE TO (TECHNOLOGY OVERLAY ZONE) OF THE KNOX COUNTY ZONING ORDINANCE REFLECTING CHANGES TO THE TTCDA ENABLING LEGISLATION

New language is in **bold face type.** Old language is ~~deleted.~~

5.90 TO Technology Overlay Zone

5.90.08 (B.2.) Excluded Areas

All residential structures when such structures are located within subdivisions approved by local planning commissions or otherwise permitted by the general law. **Medium and high density residential developments, as defined by the Knoxville-Knox County General Plan, or its successors, shall not be exempt.**

5.90.09 Application Procedures

All applications for rezoning, variance, and building or grading permit shall be reviewed by the TTCDA or TTCDA staff for compliance with the adopted Technology Corridor Comprehensive Development Plan and Design Guidelines. The TTCDA shall, within a reasonable time period but in no case more than sixty (60) days following ~~submission of~~ **initial consideration of an** application **by the authority meeting in regular session,** grant a Certificate of Appropriateness with or without attached conditions, or deny the Certificate, and shall state in writing its reason for approval or denial. Failure by the TTCDA…
(remainder of this section unchanged)

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Minutes (Unapproved)

June 9, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on June 9, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
A	Ms. Ursula Bailey	A	Mr. Nate Kelly
*	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
A	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **6. METROPOLITAN PLANNING COMMISSION** **6-B-11-OA**

Amendments to the Knox County Zoning Ordinance, proposed changes to the TO (Technology Overlay) zone reflecting changes to the TTCDA Enabling Act.

STAFF RECOMMENDATION: Approve.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (EWART) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM NO. 34. MOTION CARRIED 11-0. APPROVED.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, July 25, 2011, at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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.

Ordinance Amendments

KNOX COUNTY COMMISSION - Amendments to the Knox County Zoning Ordinance regarding locations of establishments serving beer. MPC Recommendation: Approve.

METROPOLITAN PLANNING COMMISSION - Amendments to the Knox County Zoning Ordinance, proposed changes to the TO (Technology Overlay) zone reflecting changes to the TTCDA Enabling Act. MPC Recommendation: Approve.

Plans/Rezonings

METROPOLITAN PLANNING COMMISSION - 2011 Update to the Knoxville-Knox County Major Road Plan. MPC Action: Adopted and recommend adoption.

CUS, LLC - South side Hardin Valley Rd., east of Bertelkamp Ln., Commission District 6. **Northwest County Sector Plan Amendment** from O (Office) & SLPA (Slope Protection Area) to C (Commercial) & SLPA (Slope Protection Area)and **Rezoning** from A (Agricultural) to CA (General Business). MPC Action: Adopted C & SLPA plan designation and Approved CA (General Business) zoning to a depth of 200 feet from the right-of-way and OA (Office Park) zoning on the remainder of the site.

VANCE AND PAM GRIFFIN - Southwest side Shoffner Ln., northwest of Griffith Rd., Commission District 7. Rezoning from RA (Low Density Residential) to A (Agricultural). MPC Recommendation: Approve.

WILLIAM L. LUNSFORD - Northeast side Old Maynardville Pike, north side Foley Dr., Commission District 7. **North County Sector Plan Amendment** from LDR (Low Density Residential) to C (Commercial) and **Rezoning** from RB (General Residential) & CA (General Business) to CA (General Business). MPC Action: Adopted C plan designation and Approved CA (k) (General Business) zoning with 2 conditions.

RLA-2566

Commission

Meeting Date:	08/22/2011
Requested By:	Jolie Bonavita, COUNTY COMMISSION
Department:	COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Discussion regarding an amendment to the Commission Meeting Rules of Procedure.

(Law Director)

Work Session Recommendation: **Defer 30 Days** **11-0-0-0**

RLA-2537 **6-D-11-OB**

Commission

Meeting Date:	08/22/2011
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 Metropolitan Planning Commission to approve the Report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

Attachments

Report of Stormwater Committee 6-D-11-OB

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/26/2011 03:36 PM **FILE NUMBER: 6-D-11-OB**

APPLICANT:	METROPOLITAN PLANNING COMMISSION
APPLICANT'S REQUEST:	Approval of Report of the Knox County Stormwater Ordinance Review Committee
MPC RECOMMENDATION:	**Approve the report**
MPC VOTE COUNT:	11-0-2 (Consent)
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	5/6/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Ewing Johnson 400 Main St. Knoxville, TN 37902
LEGISLATIVE BODY:	Knox County Commission

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MEMORANDUM

TO: Metropolitan Planning Commission
FROM: Buz Johnson
DATE: July 7, 2011
SUBJECT: Report of the Stormwater Ordinance Review Committee

STAFF RECOMMENDATION:
APPROVE the report.

BACKGROUND:
On October 26, 2009, the Knox County Commission passed a resolution calling for the establishment of a committee for the purpose of reviewing the county's stormwater ordinance and the procedures related to land development activities in Knox County. The committee, which was comprised of interested citizens, Knox County stormwater and law department staff, developers, engineers, and others involved in addressing stormwater issues, met almost on a monthly basis to identify and discuss key issues pertaining to stormwater management and regulations. The committee prepared the attached report of recommendations (Exhibit A) to address those issues and provide a course of action for making changes to the stormwater ordinance and revisions to current development review procedures.

COMMENTS:
The report's recommendations, which are listed in order of priority, include reasons for their inclusion, examples of possible initiatives, primary responsibilities for implementation and a schedule for completion. The following is a list of the recommendations:

- Re-establish the Stormwater Advisory Board for continued discussion of pertinent issues related to stormwater
- Implement and complete the Water Quality Scorecard Process as part of the NPDES Phase II permitting process
- Amend the minimum subdivision regulations and the zoning ordinances to improve the development review process and incorporate new standards as needed

- Examine local land use policies to determine needed changes affecting stormwater management
- Identify and implement measures to streamline the development review process
- Amend the Knox County Stormwater Ordinance with changes as identified
- Develop training and certification programs for Knox County stormwater staff, as well as engineers and related professionals in private practice
- Examine available resources to support effective levels of stormwater management, oversight, enforcement and maintenance
- Determine the feasibility of establishing a permanent body with authority to address stormwater issues in Knox County
- Identify and make recommendations on possible funding sources to support major program recommendations

If established, the Stormwater Advisory Board can serve to oversee the process for implementing any of the other nine recommendations listed, in addition to addressing other issues as they may arise.

ATTACHMENT:
Exhibit A is a copy of the report outlining the committee's recommendations.

Exhibit A

STORMWATER ORDINANCE REVIEW COMMITTEE
Draft Recommendations

The Stormwater Ordinance Review Committee, established by resolution of the Knox County Commission in 2009, recommends the following to address stormwater issues in Knox County. The recommendations deal with the Knox County Stormwater Ordinance, as well as the development review process administered by the Metropolitan Planning Commission and the Knox County Department of Engineering and Public Works (Stormwater Management Office).

The recommendations are prioritized based on two factors: how immediate their impact could be on addressing stormwater issues in Knox County and how quickly each can be examined through further study and brought forward for action. Certain initiatives will require some level of public input and participation, as well as an analysis of what other communities have done to address the identified issue. Others will require more substantial analysis, public review and engagement and thorough consideration by local legislative and administrative officials.

RECOMMENDATIONS

#1 Re-establish the Stormwater Advisory Board as a venue for continued discussion of pertinent issues related to stormwater

Reasons:

- To maintain open dialogue regarding stormwater issues between city and county stormwater staff, planners, developers, builders, engineers, neighborhood representatives, and other stakeholder groups
- To determine the feasibility of major initiatives, including, but not limited to, establishing a Knox County Board of Environmental Appeals, a stormwater utility district and an enforcement response plan
- To consider other recommendations as may be listed in this report

Examples:

- Meetings on a regular basis to identify primary problems and opportunities having an impact on effective stormwater management in Knox County
- Creation of a separate Knox County appeals board, or expansion of the Knoxville appeals board to include county representation
- Creation of a stormwater utility board, on par with current utility districts serving in Knox County

- Creation of an enforcement response plan

Primary Contact/Responsibility:

- Knox County Stormwater Management, MPC, Knox County Law Department

Schedule:

- ***Complete by September, 2011 (re-establish board, with recommendations from the Stormwater Ordinance Review Committee on board composition)***
- ***Complete by June, 2012 (recommendations on appeals function with other recommendations to follow as they are ready)***

#2 Implement and complete the Water Quality Scorecard Process

Reason:

- To identify and examine ways to improve the Stormwater Ordinance, and related procedures and policies, and recommend specific changes for implementation

Example:

- Use of the process to improve overall development review procedures, establish requirements and standards as necessary and recommend changes to the Stormwater Ordinance

Primary Contact/Responsibility:

- Knox County Stormwater Management

Schedule:

- ***Complete by December, 2011***

#3 Amend the *Minimum Subdivision Regulations* and/or zoning ordinance to improve the development review process and incorporate new standards as needed

Reasons:

- To enhance pre-development communication between planners, stormwater management staff and developers and engineers
- To reduce where possible unnecessary overlap and contradictions between city and county requirements in the *Minimum Subdivision Regulations*
- To better address best management practices (BMP) and low impact development (LID) principles and reduce conflicts with

current requirements to meet new NPDES Phase II stormwater design requirements (i.e., infiltration techniques, buffers, etc.)

Examples:

- A required pre-concept plan conference between MPC/county stormwater staff and developers and engineers to identify issues related to the development of certain properties and strategies to address such issues.
- Revised requirements in the subdivision regulations to better reflect current BMP and LID principles.
- Based on the new NPDES Phase II permit, better agency coordination for oversight and facilitation of BMPs and LIDs.
- Other changes through the Water Quality Scorecard process.

Primary Contact/Responsibility:

- MPC, Knoxville Stormwater Engineering, Knox County Stormwater Management, Knox County Law Department

Schedule:

- ***Complete by December, 2011 (for current changes)***
- ***Complete by June, 2012 (for additional changes as may be considered and recommended)***

#4 Examine local land use policies to determine needed changes affecting stormwater management

Reason:

- To better address stormwater issues through the county's General Plan and sector plans, the Growth Policy Plan and other policy documents affecting the community's future development

Examples:

- Based on the Beaver Creek model, coordination of basin wide master planning with MPC's General Plan and sector plan processes
- Knox County Stormwater Management Manual (Design and Policy)
- Utilization of NPDES Phase II-compliant technology
- Update of local mapping to reflect new FEMA floodway information
- Other changes through the Water Quality Scorecard process

Primary Contact/Responsibility:

- Knox County Stormwater Management, MPC

Schedule:

- ***Complete by March, 2012***

#5 Identify and implement measures to streamline the development review process

Reasons:

- To reduce unnecessary overlap between local, state and federal requirements
- To determine the need for better jurisdictional coordination in plan review and the enforcement of regulations and requirements
- To comply with TDEC Qualified Local Program (QLP) initiative, which Knox County will be urged to follow

Examples:

- Reduction in overlap in the process to eliminate confusion over what is the official plan of record for review purposes
- Training and professional development for staff (one example: in-house stream determination)
- Published, accessible design standards and a clear plan review process
- Other changes through the Water Quality Scorecard process

Primary Contact/Responsibility:

- MPC, Knox County Stormwater Management

Schedule:

- ***Complete by June, 2012 (development process inventory)***
- ***Complete by September, 2012 (related to changes to Minimum Subdivision Regulations)***

#6 Amend the *Knox County Stormwater Ordinance*, as proposed by the Knox County Law Department

Reason:

- To streamline current regulations and requirements, making the regulatory process more efficient

Examples:

- Removing certain definitions from the ordinance and placing those definitions in the Stormwater Manual
- Other changes that may result from the Water Quality Scorecard process

Primary Contact/Responsibility:

- Knox County Law Department

Schedule:

- ***Complete by September, 2012***

#7 Develop training and certification programs for Knox County stormwater staff, as well as engineers and related professionals in private practice

Reasons:

- To ensure that the stormwater staff has the appropriate level of training and expertise to fulfill EPA requirements, as well as to ensure that local stormwater issues can be addressed
- To train engineers in the latest BMPs and other techniques that result in development that enhances stormwater control and management
- To update engineers on the latest in EPA and other local, state and federal requirements

Examples:

- Training efforts in collaboration with the Tennessee Stormwater Association (TNSA) in order to save costs and foster uniformity between communities.
- Outside training and professional development for staff
- A certification program for stormwater professionals (government officials, as well as engineers, surveyors, contractors, builders and real estate developers) with institutional benefits and recognition for continued education and sound practice in construction.
- Opportunities to partner with the developing UT SMART center to research stormwater management practices in field applications
- Process incentives for projects designed by certified engineers
- Other changes through the Water Quality Scorecard process

Primary Contact/Responsibility:

- Knox County Stormwater Management

Schedule:

- ***Complete by September 2012***

#8 Examine available resources to support effective levels of stormwater management, oversight, enforcement and maintenance

Reasons:

- To satisfy the requirements of the NPDES Phase II permit process for adequate levels of staffing
- To exert better, more effective control over the use of BMPs in addressing stormwater problems
- To ensure that existing personnel are being used for maximum benefit in a cost effective manner

Examples:

- Adequate staffing for proper management, oversight and enforcement, as well as for maintenance of facilities
- Anticipated needs to meet TDEC/EPA requirements that include staff assigned to carry out yearly inspections of built, permanent stormwater BMPs and to perform stream assessments, monitoring, and determinations of community waters (i.e., a biologist or someone with similar expertise)
- Other changes through the Water Quality Scorecard process

Primary Contact/Responsibility:

- Knox County Stormwater Management, Knox County Commission

Schedule:

- ***Complete by December, 2012***

#9 Determine the feasibility of establishing a permanent body with authority to address stormwater issues in Knox County

Reasons:

- To enforce the stormwater ordinance, serve as an appeals panel, investigate funding issues for improvements and staffing, provide hearing and review for policy development and act as body for the ongoing review of stormwater issues

Examples:

- Consideration of a county-wide stormwater utility board, with power and authority similar to that of a water or gas utility
- Development of a permanent stormwater advisory board (similar to boards that exist in the City of Knoxville and Town of Farragut but with specific tasks as may defined in the revised Stormwater Management Ordinance)

Primary Contact/Responsibility:

- Knox County Stormwater Management, Knox County Law Director, Knox County Commission

Schedule:

- ***Complete by March, 2013***

#10 Identify and make recommendations on possible funding sources to support major program recommendations

Reasons:

- To maintain compliance with TDEC and EPA regulations, which may require more staffing as regulations evolve over time

- To provide more efficient services and opportunities that enhance economic growth without sacrificing water quality, safety or compliance with regulations
- To support the hiring and training of additional staff as outlined under Staffing
- To support other program enhancements, such more effective data management and long-term planning objectives

Examples:

- Utilization of funding sources that could include user fees, fines/penalties, grants and bonds, to achieve an acceptable level of staffing in support of EPA requirements

Primary Contact/Responsibility:

- Knox County Stormwater Management, Knox County Law Director, Knox County Commission

Schedule:

- ***Complete by June, 2013***

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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **42. Presentation of the report of the Knox County Stormwater Ordinance Review Committee.** **6-D-11-OB**

STAFF RECOMMENDATION: Approve the report.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CLANCY) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 34. MOTION CARRIED 11-0-2. APPROVED.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2538 **6-A-11-SP**

Commission Meeting Date:	08/22/2011
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 PSC METALS, INC. FOR NORTHWEST COUNTY SECTOR PLAN AMENDMENT FROM LI (LIGHT INDUSTRIAL) TO HI (HEAVY INDUSTRIAL); Property located northeast side Cogdill Road, southeast of Starkey Lane. 6TH COMMISSION DISTRICT; MPC ACTION: ADOPT RESOLUTION , AMENDING THE NORTHWEST COUNTY SECTOR PLAN TO HI (HEAVY INDUSTRIAL) LIMITED TO 4.76 ACRES, CURRENT LEASE AREA FOR METAL SOLUTIONS, FUTURE LEASE AREA FOR PSC METALS, AND RECOMMEND THE KNOX COUNTY COMMISSION ALSO ADOPT THE SECTOR PLAN AMENDMENT.

Attachments

PSC METALS, INC. 6-A-11-SP

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/21/2011 04:01 PM **FILE NUMBER: 6-A-11-SP**

APPLICANT:	PSC METALS, INC.
APPLICANT'S REQUEST:	Northwest County Sector Plan Amendment
FROM:	LI (Light Industrial)
TO:	HI (Heavy Industrial)
MPC ACTION:	**ADOPT RESOLUTION #6-A-11-SP, amending the Northwest County Sector Plan to HI (Heavy Industrial) limited to 4.76 acres, current lease area for Metal Solutions, future lease area for PSC Metals, and recommend that Knox County Commission also adopt the sector plan amendment.**
MPC VOTE COUNT:	11-2-1
LOCATION:	Northeast side Cogdill Rd., southeast of Starkey Ln.
DISTRICT:	Commission District 6
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	5/6/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Arthur G. Seymour, Jr. P.O. Box 39 Knoxville, TN 37901
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

▶ **FILE #:**	**6-B-11-RZ**	**AGENDA ITEM #**	**29**
	6-A-11-SP	**AGENDA DATE:**	**7/14/2011**
POSTPONEMENT(S):	6/9/11		
▶ **APPLICANT:**	**PSC METALS, INC.**		
OWNER(S):	Vance Link		

TAX ID NUMBER:	131 088
JURISDICTION:	Commission District 6
▶ **LOCATION:**	**Northeast side Cogdill Rd., southeast of Starkey Ln.**
▶ **TRACT INFORMATION:**	**11.56 acres.**
SECTOR PLAN:	Northwest County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Cogdill Rd., a minor collector street with 26' 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 PLAN DESIGNATION/ZONING:**	**LI (Light Industrial) / RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay)**
▶ **PROPOSED PLAN DESIGNATION/ZONING:**	**HI (Heavy Industrial) / I (Industrial) /TO (Technology Overlay)**
▶ **EXISTING LAND USE:**	**Existing industrial use**
▶ **PROPOSED USE:**	**Automobile and metals salvage yard**
EXTENSION OF PLAN DESIGNATION/ZONING:	No
HISTORY OF ZONING REQUESTS:	None noted
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: Construction equipment/trailer storage / LI / I (Industrial)/ TO (Technology Overlay)
	South: Businesses / LI / PC (Planned Commercial) /TO
	East: Averitt Express trucking / LI / PC-2 (Retail & Distribution Park) / TO-1 (Technology Overlay)
	West: Cogdill Rd. - Warehouses / LI / CB (Business & Manufacturing)/ TO
NEIGHBORHOOD CONTEXT:	This area is developed with commercial, light industrial and heavy industrial uses under PC, CB, I and OB zoning.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #6-A-11-SP, amending the Northwest County Sector Plan to HI (Heavy Industrial) and recommend that Knox County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.)**

  Several of the properties surrounding the subject parcel are used for heavy industrial type uses, under various zones. The property to the north is zoned Industrial. An industrial designation will allow the current and proposed use for a salvage yard. The site meets the locational criteria for the HI designation in the sector plan, as well as certain criteria for amending the sector plan. The heavy industrial designation must be approved in order to consider Industrial zoning for the site.

- **RECOMMEND that County Commission APPROVE I (Industrial) / TO (Technology Overlay) zoning, subject to one condition.**

  1. Uses listed under Industrial zoning shall be allowed, except those listed under Sections D. (Mining Related Uses) and F. (Waste Handling Uses) of Uses Permitted (5.61.02).

  Limited industrial zoning is appropriate for this site, given the area's mixed zoning pattern, and will bring the site's current and proposed use as a salvage yard into compliance. The proposal is an extension of zoning from the north and is compatible with surrounding land uses. The permitted uses identified as "mining related uses" and "waste handling uses", however, would not be appropriate at this location due to their potential negative impacts on the surrounding area, which includes some planned commercial, office and institutional development.

COMMENTS:

SECTOR PLAN REQUIREMENTS:
CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
NEW ROAD OR UTILITY IMPROVEMENTS:
No road or utility improvements have been made recently in the area, but Cogdill Rd is a minor collector street capable of handling the traffic generated from the proposed use of the site.
ERROR OR OMISSION IN CURRENT PLAN:
The current sector plan proposes light industrial uses for the area, which is not consistent with the current use of several of the surrounding properties for heavier industrial uses. The sector plan does not recognize the existing Industrial zoning to the north or some of the existing uses in the area.
CHANGES IN GOVERNMENT POLICY:
The recommended HI designation will bring the plan designation into consistency with the current and proposed use for this site and surrounding uses.
CHANGE IN DEVELOPMENT, POPULATION OR TRAFFIC TRENDS:
Some development in the area could be classified as heavy industrial uses. Historically, manufacturing, warehousing and assembling uses have been located in this area. Some of the sites in the area probably should be designated HI on the sector plan.

REZONING REQUIREMENTS:
NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY:
1. The applicant proposes to improve the site for continued use as a salvage yard, but by a different operator. The proposed I zoning would bring the current and proposed use into compliance with zoning.
2. The proposal is an extension of zoning from the north and is compatible with surrounding land uses. Several of the surrounding land uses may be more compliant with zoning if zoned Industrial.
3. A salvage yard type business is already in operation at the site, so the impact of this zoning change should be minimal.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE:
1. Industrial zoning provides areas in which the principal use of land is for manufacturing, assembling, fabrication and for warehousing and other uses which have heavy impacts and adverse effects on surrounding property. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation routes. Such uses are not properly associated with, nor compatible with residential, institutional and retail commercial uses. In this case, however, the list of permitted uses should be limited because of the negative impact that mining

related and waste handling uses could have on the area's mixed development pattern.
2. Based on the above description of the requested zoning, the subject property is appropriate for the requested Industrial zoning.

THE EFFECTS OF THIS PROPOSAL
1. Public water and sewer utilities are available to the site.
2. The proposal would have no impact on schools and a minimal impact on streets. The proposed zoning is appropriate for the current and proposed use of the property.
3. There will be a minimal impact on surrounding properties, as the basic use will not change.
4. The applicant will be required to submit a development plan for use on review approval by MPC prior to making site improvements. During this review, issues such as traffic circulation, landscaping, access and other development concerns may be addressed. This will also provide the opportunity for public comments at MPC's public meeting.
5. All new development is subject to review and approval of a development plan by MPC, as well as the Tennessee Technology Corridor Development Authority (TTCDA), since it is located in the TO overlay.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. With the recommended plan amendment to HI (Heavy Industrial), Industrial zoning as conditioned, is consistent with the Northwest County Sector Plan.
2. This site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of Industrial zoning for this site could lead to future similar requests in the area, which would also require sector plan amendments.
4. During the next update of the Northeast County Sector Plan, this area should be evaluated to determine if the current LI (Light Industrial) plan designation is still appropriate, or if certain areas should be redesignated for heavy industrial uses.
5. Because of the property's location within the TO (Technology Overlay), the TTCDA will need to approve a Certificate of Appropriateness for this rezoning from the TTCDA. This was approved, as requested by the applicant by TTCDA on Mon., June 6, 2011 (6-A-11-TOR)..

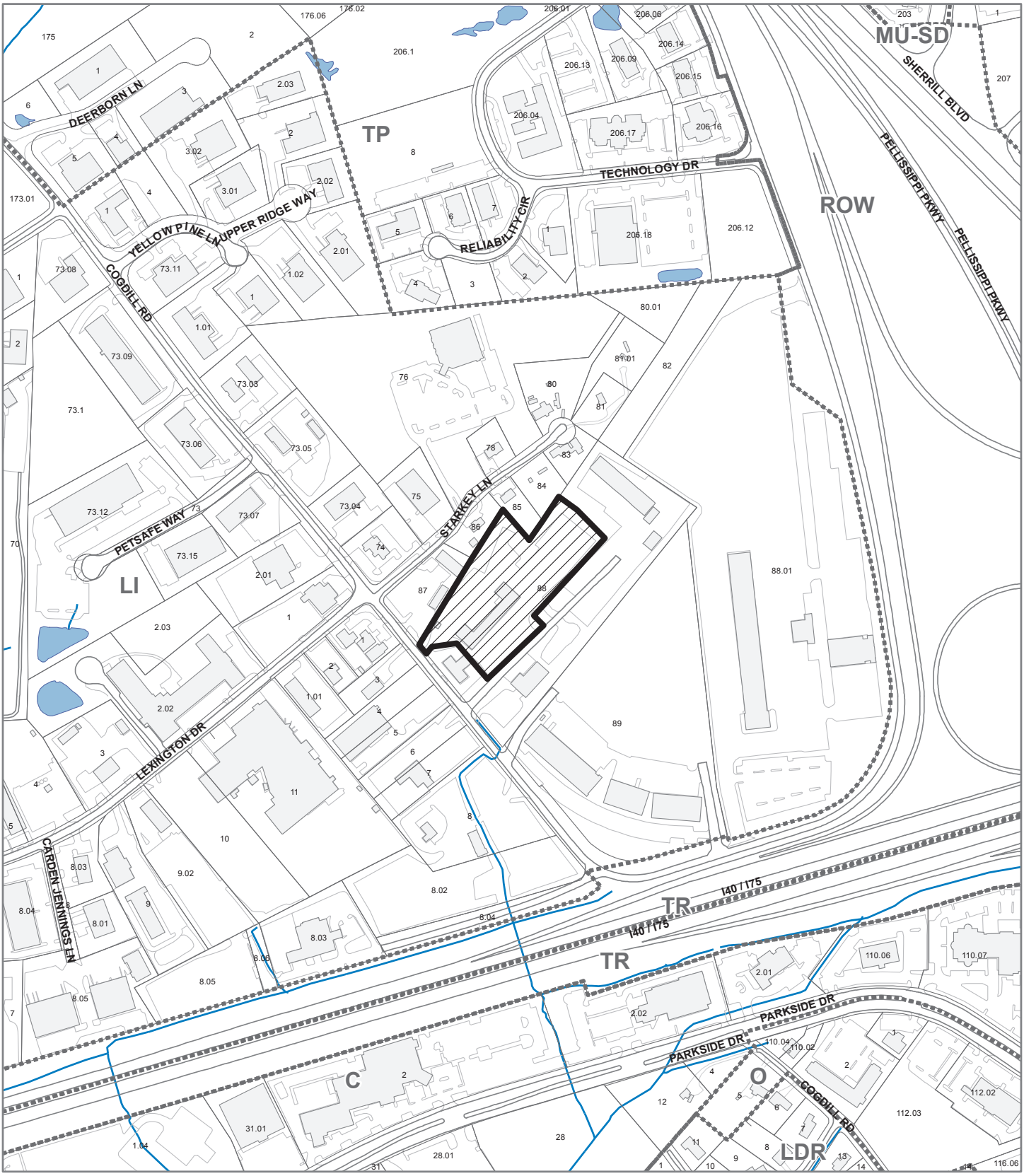
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. New law provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. 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.



6-A-11-SP / 6-B-11-RZ - MPC RECOMMENDATION
NORTHWEST COUNTY SECTOR PLAN AMENDMENT

Petitioner: PSC Metals, Inc.

From: LI (Light Industrial)

To: HI (Heavy Industrial)

Map No: 131

Jurisdiction: County

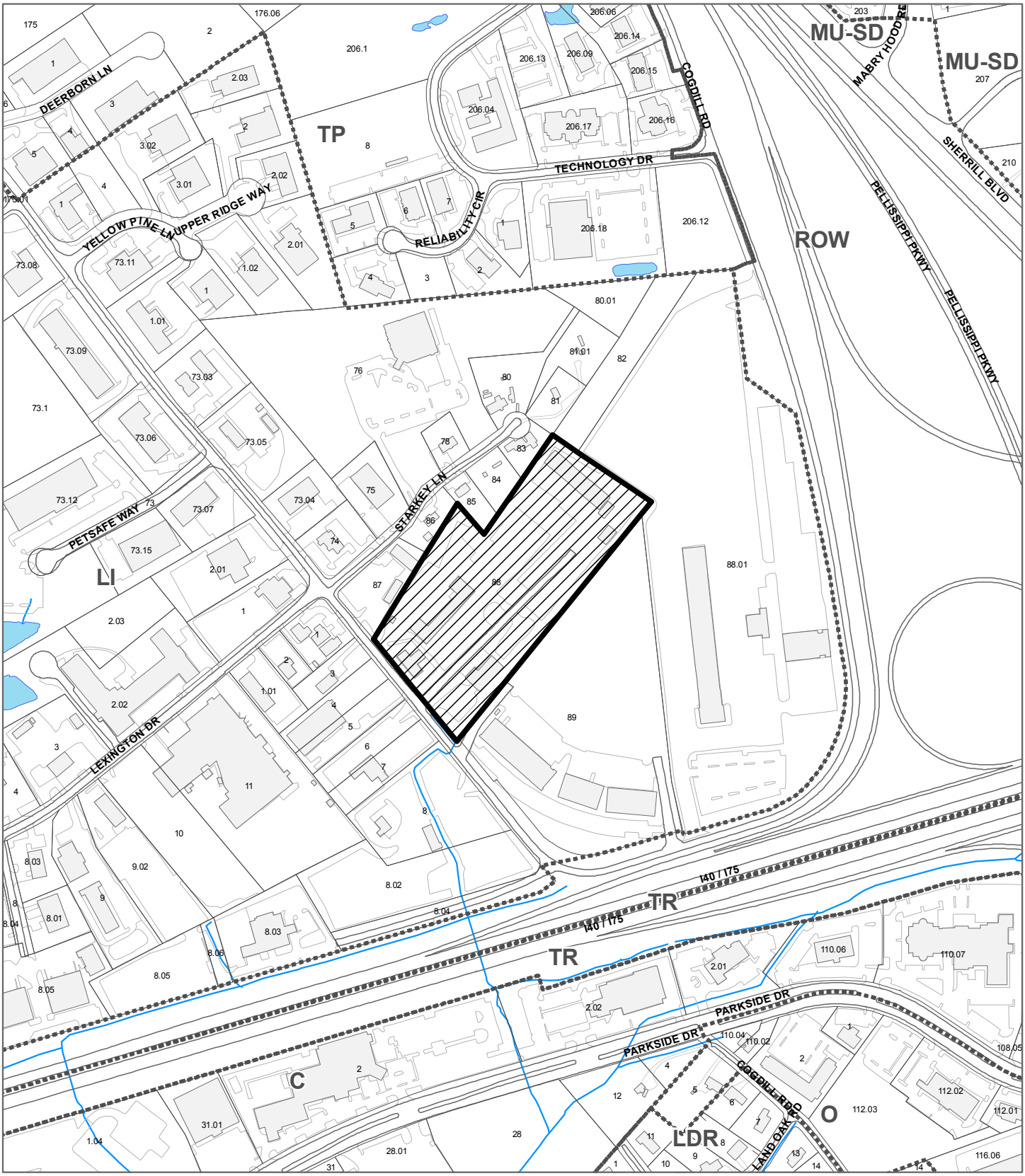
0 500

Feet

N

Original Print Date: 7/28/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*



6-A-11-SP / 6-B-11-RZ
NORTHWEST COUNTY SECTOR PLAN AMENDMENT

From: LI (Light Industrial)

To: HI (Heavy Industrial)

Petitioner: PSC Metals, Inc.

Map No: 131
Jurisdiction: County

0 500
Feet

N

Original Print Date: 5/19/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION A RESOLUTION AMENDING THE NORTHWEST 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 Northwest County Sector Plan, consistent with the requirements of the General Plan; and*

***WHEREAS**, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within sector plans initiated by the Planning Commission or in response to applications from property owners; and*

***WHEREAS**, PSC Metals, Inc., has submitted an application to amend the Sector Plan from Light Industrial to Heavy Industrial for property described in the application; and*

***WHEREAS**, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the Northwest 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 June 9, 2011, after consideration of the staff recommendation and testimony from those persons in support and opposed to the sector plan amendment, approved the amendment for the subject property, as requested, and/or amended.*

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the Northwest County Sector Plan, with its accompanying, staff report and map, file #6-A-11-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.

7-14-2011
Date

Chairman *Secretary*

From: Garey Rittenhouse – PSC Metals Inc.

To: Arthur Seymour, Jr.

Date: 06/09/2011

Re: Draft Plan of Operations for Proposed PSC Metals Facility on Cogdill Road

Scope of Activity:
PSC Metals will engage in the purchase and consolidation of ferrous and non-ferrous scrap metals for later resale to end consumers of such materials. In doing so, PSC Metals will purchase scrap metals from the general public, smaller scrap metal dealers, and manufacturers within a reasonable distance of the Cogdill Road property. Examples of the material types purchased are listed below.

Ferrous Scrap Grades	Non-Ferrous Scrap Grades
Steel castings	Copper
Steel turnings	Aluminum
Steel sheet	Stainless Steel
Steel plate	Titanium
Heavy Solids	Nickel

Upon purchase and delivery to the Cogdill Road property, these material grades will be sorted by material type and consolidated for shipment to one of PSC's two other processing locations within the Knoxville metropolitan area. Ferrous products will be sent to our shredding facility located within Forks of the River industrial park. Non-ferrous products will be sent to our location on Central Street for processing.

Initial material sorting and processing will occur at the Cogdill Road property. For ferrous materials, processing will be done using equipment such as mobile shear, mobile logger, and mobile magnetic crane. Ferrous material will be loaded into roll-off containers and dump trailers for transport. For non-ferrous grades, most material will be sorted into roll-off containers and dump trailers shortly after purchase. In some cases, lighter weight or bulky sheet grades of aluminum and/or copper will be compacted via the use of a baler which will be located inside of the existing warehouse.

PSC's practice would be to have purchased material processed and transferred from the Cogdill Road location in a expeditious manner consistent with good business practices.

Abatement Activities:
It is PSC's intent and interest to be a good neighbor to all persons, businesses, and governmental agencies residing near the Cogdill Road property. In pursuit of doing so, PSC will engage in the following activities to assure such regard with our neighbors.

Noise:
PSC does not anticipate an increase in noise levels from current levels. It is possible that the level of noise produced as a result of daily operations may decrease as higher efficiency loading equipment is utilized and the unloading and loading areas are refined.

Dust:
The present property is primarily composed of a gravel surface material. As seasonally required, PSC may utilize environmentally permissible dust control techniques to assure that the generation of dust is kept to a minimum. These measures may include the addition of gravel and/or small stone materials, application of water, or the alteration of traffic flow patterns within the confines of the property.

Lighting:
PSC does not currently purchase or process scrap metals during non day light hours and thus does not require substantial lighting during or after our hours of operation. For security purposes, lighting may be engaged to assure the safety of the facility and/or inventory. As such, lighting if engaged would encompass the areas surrounding structures and areas of inventory storage. We do not envision any such lighting being of intensity or location as to cause concern with residents or businesses adjoining the properties.

Visibility:
It is PSC's intent to provide adequate screening of the property to assure that the property has a visually appealing presence within the community. Such screening will be in the form of opaque fencing as required under applicable ordinances, natural vegetation, and/or planned landscaping.

Hours of Operation:
PSC's initial planned hours of operation, subject to reasonable modifications, are:

Monday - Friday	7:30am - 4:00pm
Saturday	7:30am - 12:00pm
Sunday	Closed

Traffic Level & Flow:
Cogdill Road is planned as the means of ingress and egress for the property. The traffic flow pattern as specified on the site plan is designed to eliminate the potential of vehicles being congested at the entry and exit point of the property. Sufficient space exists within the confines of the property to allow us to reconfigure the traffic flow patterns as required to assure that traffic does not create a congestion area on Cogdill Road. Based on the present operation there are 50 + customers per day. That will fluctuate with the seasons and market conditions.

Security:
The facility will be secured via a perimeter fencing of the property, lighting, video surveillance, and the use of automated security systems. The security systems may include motion sensors, pressure plates, and heat sensors.

Environmental Compliance:
It is PSC's intent and mandate to be compliant with all applicable federal, state, and local environmental regulations and policies. As such, we have a staff of environmental engineers and compliance personnel that work collectively with officials from all levels of government to assure our compliance. With regard to the Cogdill Road property, we will evaluate the controls and compliance measures required for said property with the assistance of all associated levels of government agencies.

646

X:\Lori\Cogdill Road\dwg\ Cogdill Road Prelim Survey.dwg Jun 21, 2011 - 3:01pm emiller - LDS Copyright 2011

Legend of Symbols & Abbreviations

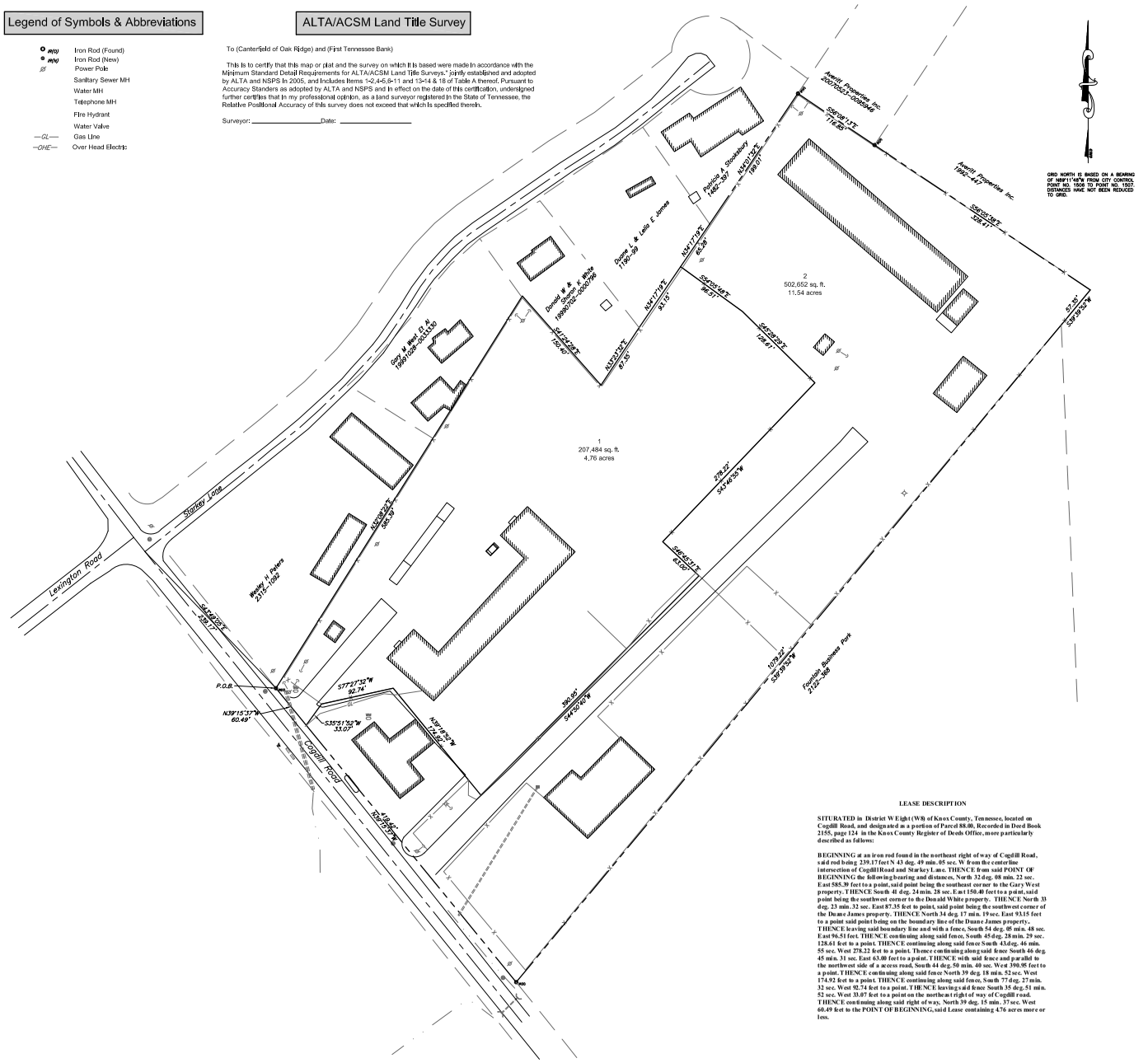
- ⊙ m(s) Iron Rod (Found)
- ● m(n) Iron Rod (New)
- ø Power Pole
- Sanitary Sewer MH
- Water MH
- Telephone MH
- Fire Hydrant
- Water Valve
- —GL— Gas Line
- —OHE— Over Head Electric

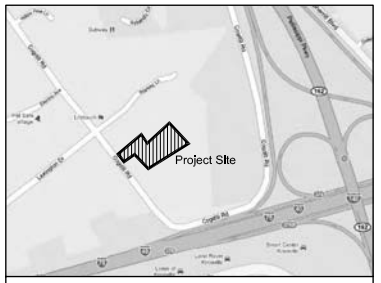
ALTA/ACSM Land Title Survey

To (Canterfield of Oak Ridge) and (First Tennessee Bank)

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1-2,4-5,6-11 and 13-14 & 18 of Table A thereof. Pursuant to Accuracy Standers as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Tennessee, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Surveyor: _____ Date: _____





Location Map (N.T.S.)

60 30 0 60 120
1" = 60'

Table A Items

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property,unless already marked or referenced an existing monument or witness to the corner. (see "Legend of Symbols & Abbreviations").
2. Vicinity Map Shown
3. N/A
4. Lot contains (PARCEL 500.01) 4.41 ACRES
5. N/A
6. Property Is zoned R-4 (High Density Residential)
   Setbacks: Front = 25'
   Side = 12' (+5' per floor over 2 floors, Max 50')
   Rear = 12' (+10' per floor over 2 floors Max 50')
7. (a) (1) exterior footprint of all buildings at ground level.
8. Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc (shown on drawing).
9. N/A
10. N/A
11. Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by: (a) Observed evidence
12. N/A
13. Names of adjoining owners are shown on drawing.
14. The distance to the nearest intersection street.
15. N/A
16. N/A
17. N/A
18. Observable evidence of site use as a solid waste dump, sump or sanitary landfill.

Notes:

1. Information shown on this drawing illustrates the existing conditions on 6-20-11
2. Property Location/Owner
   TMC Properties
   Map 131, Parcel 088.00
   10319 Cogdill Rd
   Knoxville , Tennessee 37930
3. Survey Requested By:
   PCS Metals INC
   5205 National Drive
   Knoxville, TN 37914
   Phone: 865 202-5952
   Fax: 865 974-794-9443
4. Property Reference
   WDB. 2155, Pg. 124
   Map 131, Parcel 088.00

LEASE DESCRIPTION

SITURATED in District W Eight (W8) of Knox County, Tennessee, located on Cogdill Road, and designated as a portion of Parcel 88.00, Recorded in Deed Book 2155, page 124 in the Knox County Register of Deeds Office, more particularly described as follows:

BEGINNING at an iron rod found in the northeast right of way of Cogdill Road, said rod being 239.17 feet N 43 deg. 49 min. 05 sec. W from the centerline intersection of Cogdill Road and Starkey Lane. THENCE from said POINT OF BEGINNING the following bearing and distances, North 32 deg. 08 min. 22 sec. East 585.39 feet to a point, said point being the southeast corner to the Gary West property. THENCE South 41 deg. 24 min. 28 sec. East 150.40 feet to a point, said point being the southwest corner to the Donald White property. THENCE North 33 deg. 23 min. 32 sec. East 87.35 feet to point, said point being the southwest corner of the Duane James property. THENCE North 34 deg. 17 min. 19 sec. East 93.15 feet to a point said point being on the boundary line of the Duane James property. THENCE leaving said boundary line and with a fence, South 54 deg. 05 min. 48 sec. East 96.51 feet. THENCE continuing along said fence, South 45 deg. 28 min. 29 sec. 128.61 feet to a point. THENCE continuing along said fence South 43 deg. 46 min. 55 sec. West 278.22 feet to a point. Thence continuing along said fence South 46 deg. 45 min. 31 sec. East 63.00 feet to a point. THENCE with said fence and parallel to the northwest side of a access road, South 44 deg. 50 min. 40 sec. West 390.95 feet to a point. THENCE continuing along said fence North 39 deg. 18 min. 52 sec. West 174.92 feet to a point. THENCE continuing along said fence, South 77 deg. 27 min. 32 sec. West 92.74 feet to a point. THENCE leaving said fence South 35 deg. 51 min. 52 sec. West 33.07 feet to a point on the northeast right of way of Cogdill road. THENCE continuing along said right of way, North 39 deg. 15 min. 37 sec. West 60.49 feet to the POINT OF BEGINNING, said Lease containing 4.76 acres more or less.

I hereby certify that this is a category 1 survey and the ratio of the precision of the unadjusted survey is 1:15,000 as shown hereon.

Project: Cogdill Road Feeder Yard
10319 Cogdill Road
PSC Metals, Inc.
Knoxville, Tennessee

LAND DEVELOPMENT SOLUTIONS
310 SIMMONS RD., SUITE K-KNOXVILLE, TENNESSEE 37922
PH: 865-671-2281

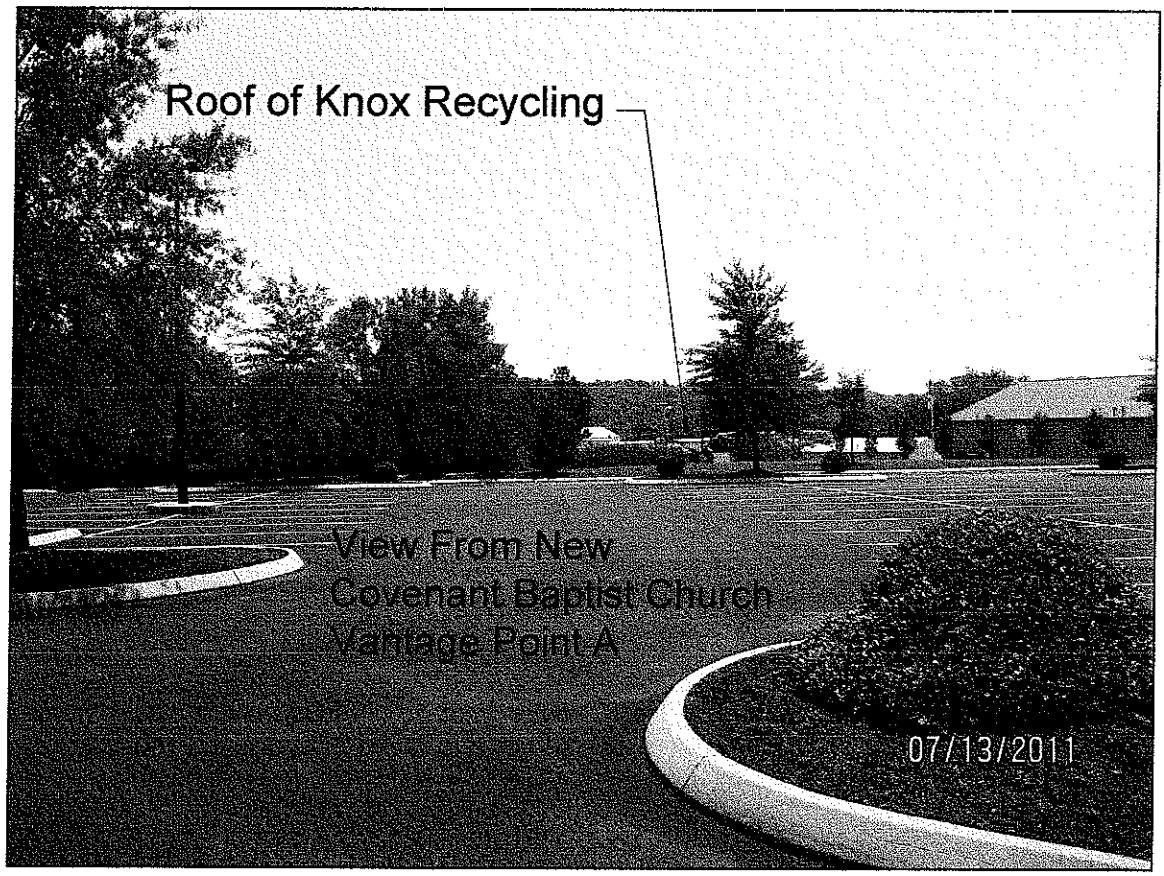
Drawing Description: ALTA SURVEY

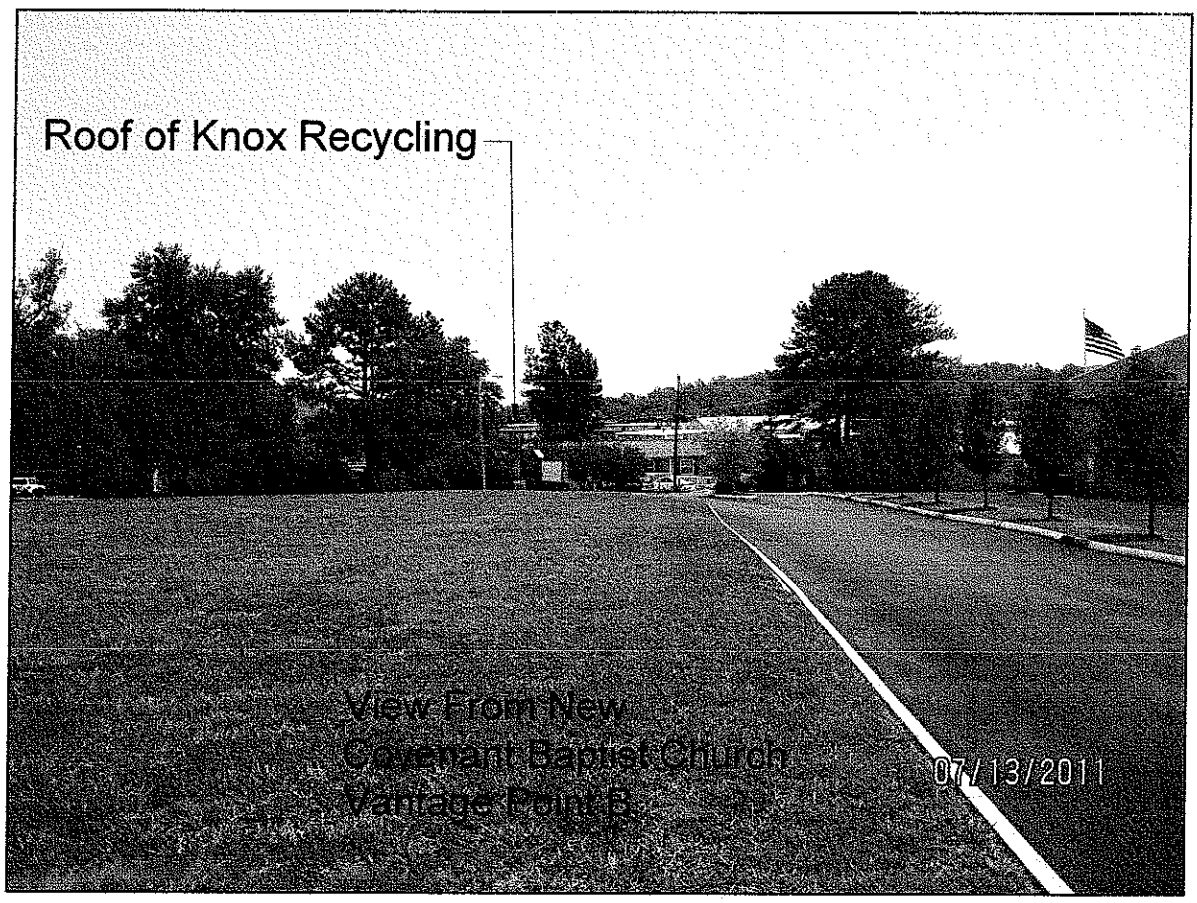
No.	Date

Drawn By	EDM
Checked	
Approved	
Job No.	21—
1"=60' Scale	6-21-11 Date

SUR-1
Sheet No.

#29





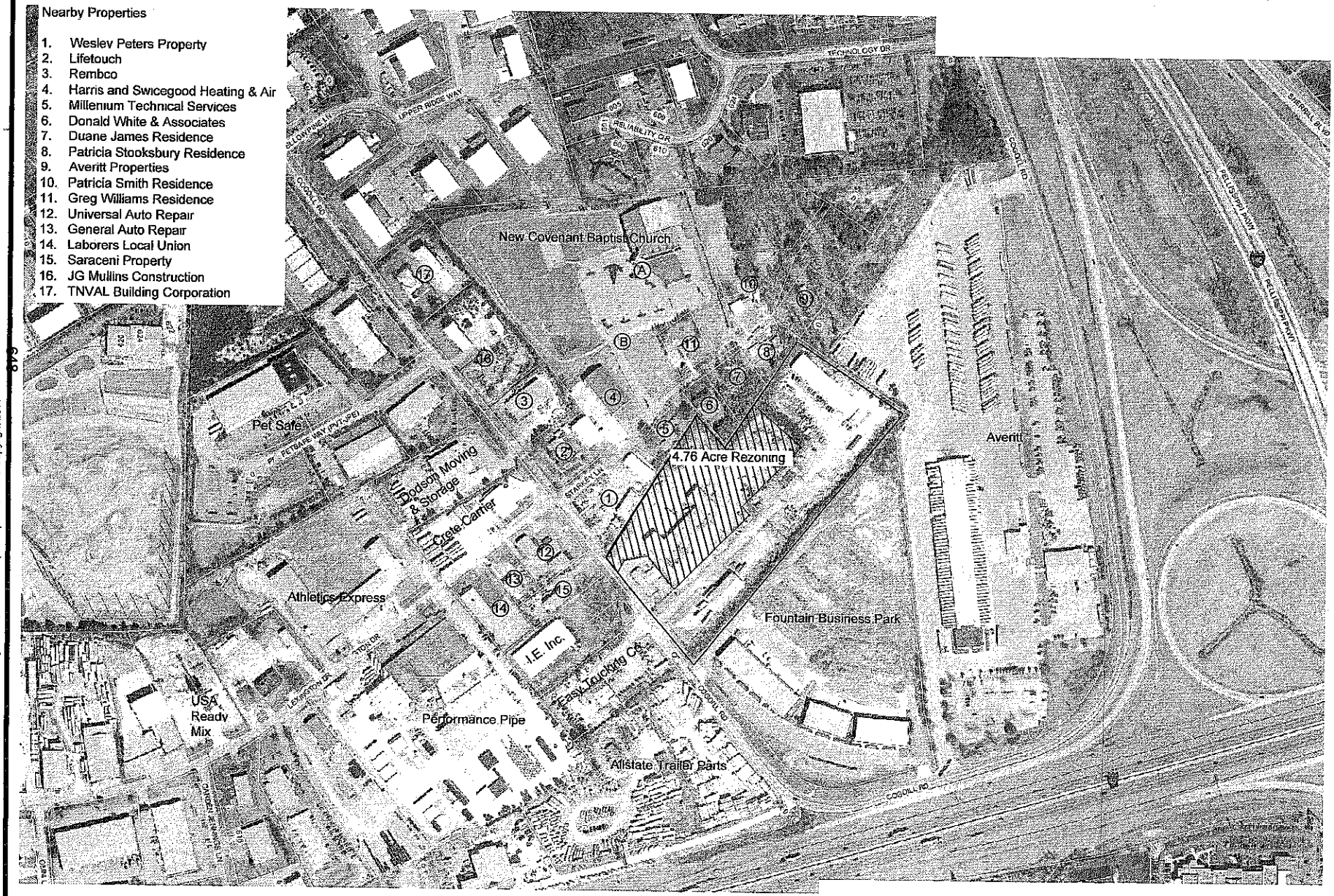
X:\Lori\Cogdill Road\dwg\ Cogdill Road Prelim.dwg Jul 14, 2011 - 9:11am msprinkle - LDS Copyright 2008

LAND
DEVELOPMENT
SOLUTIONS
310 SIMMONS RD , SUITE K KNOXVILLE TENNESSEE 37922
PH: 865-671-2281

Project:
PSC Cogdill Feeder Yard
View from New Covenant Church
647
Knoxville, Tennessee

Drawn By	
Checked	
Approved	
Job No.	
Scale: N T S	Sheet No 1
Date: 7-13-11	

#29



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Project:	PSC Cogdill Feeder Yard 10319 Cogdill Road Knoxville, Tennessee
	LAND DEVELOPMENT SOLUTIONS 310 SIMMONS RD. SUITE K - KNOXVILLE, TENNESSEE 37922 PH. 865-671-2281
Drawing Description:	Site Aerial
No. / Date / Revision	
	NOT FOR CONSTRUCTION
Drawn By	
Checked	
Approved	
Job No.	–
N.T.S. Scale	7-13-11 Date
	AER-1 Sheet No.

6-B-11-RZ_6-A-11-SP_cor_Brabson

WORSHIP COMPLEX
10319 Starkey Lane
Knoxville, TN 37932

TELEPHONE
865-671-3370 (Church)
865-966-2072 (Fax)

NEW COVENANT BAPTIST CHURCH

"Total Family Ministry"

MAILING ADDRESS
P. O. Box 22847
Knoxville, TN 37933

E-MAIL & WEBSITE ADDRESS
ncbc2@aol.com
www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

RECEIVED
JUL 11 2011
METROPOLITAN
PLANNING COMMISSION

July 7, 2011

Laura Cole
City-County Building
400 Main St Ste 403
Knoxville TN 37902

Re: Petition Opposing Rezoning Request for 10319 Cogdill Rd, Knoxville, TN

Dear Ms. Cole:

On behalf of the parishioners of the New Covenant Baptist Church, I have been made aware that the above mentioned company has purchased property near our property and has requested a zoning change from Residential/Commercial Business to Heavy Industrial. We strongly feel a zoning change of this magnitude will have a negative impact on our church's worship services and other activities that take place at the church, as well as cause the value of our property to depreciate.

I, along with the Church's Building Over-site team understand that the Metropolitan Planning Commission (MPC) has rescheduled a meeting to take place on July 14 to hear further discussions regarding this matter. We, the members of New Covenant Baptist Church, would like to be able to address our opposition to the proposed plans on that date.

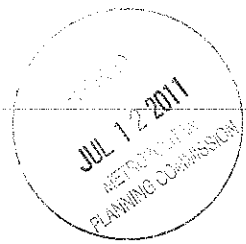
If you would like to further discuss this matter please give me a call at 865.671.3370, ext. 100.

Sincerely,

Fredrick E. Brabson, Sr.
Senior Pastor

Laura Cole

From: Michele Daniel - Personal <Michele_Daniel@comcast net>
To: ncbc2@aol com
Subject: RE: Message from Pastor Brabson - Petition Opposing Rezoning Request
Date: Mon Jul 11 2011 12:20 pm



-----Original Message-----
From: ncbc2@aol.com
Sent: Friday, July 08, 2011 2:34 PM
To: steven.jones@knoxschools.org
Subject: Message from Pastor Brabson - Petition Opposing Rezoning Request

==========

PETITION OPPOSING REZONING REQUEST FOR 10319 COGDILL ROAD

The undersigned members of New Covenant Baptist Church oppose the request by PSC Metals, Inc., to rezone the property located at 10319 Cogdill Road from light industrial to heavy industrial (MPC file numbers 6-A-11-SP and 6-B-11-RZ) The property is directly across the street from the church and rezoning for the heavy industrial use of metal recycling will severaly damage the use of the church property by causing excessive amounts of noise noxious fumes, unsightly raw material and equipment and heavy industrial traffic

I am unable to meet and physically sign this petition Please use this e-mail as an electronic signature in support of the Zoning Petition in regards to New Covenant Baptist Church

Electronic Signature
___Michele R Daniel_____

Name: Michele R. Daniel
Address: 9000 Carlton Circle
City: Knoxville
State:TN
Zip: 37922
Phone: 865-661-3171

Please contact me if there are any questions in regards my signature

=

Laura Cole

161 total signatures

RECEIVED
JUL 12 2011
METROPOLITAN
PLANNING COMMISSION

PETITION OPPOSING REZONING REQUEST FOR 10319 COGDILL ROAD

The undersigned members of New Covenant Baptist Church oppose the request by PSC Metals, Inc., to rezone the property located at 10319 Cogdill Road from light industrial to heavy industrial (MPC file numbers 6-A-11-SP and 6-B-11-RZ). The property is directly across the street from the church and rezoning for the heavy industrial use of metal recycling will severely damage the use of the church property by causing excessive amounts of noise, noxious fumes, unsightly raw material and equipment, and heavy industrial traffic.

Signature
Printed Name: Frederick L. Brabson Sr
Address: 508 Troy Brown Dr
Knoxville, TN 37934
Date: 6/26/2001

Signature
Printed Name: Delores Brabson
Address: 508 Troy Brown Dr
Knoxville, TN 37934
Date: 6/26/11

Jacqueline P. Hinton
Signature
Printed Name: Jacqueline P. Hinton
Address: 868 Sky Blue Dr
Knoxville, TN 37923
Date: 6-26-11

Julia McGlown
Signature
Printed Name: Julia McGlown
Address: 2753 Silicon Valley Way
Knoxville, TN 37931
Date: 6/26/11

Signature
Printed Name: Yvonne Cox
Address: 12000 Walkingham Dr
Knoxville, TN 37934
Date: 6/26/11

Felicia Stephens
Signature
Printed Name: Felicia Stephens
Address: 8411 Ivy Falls Way Apt 1823
Knoxville TN 37923
Date: 6/26/11

Zandra Mills
Signature
Printed Name: Zandra Mills
Address: 7605 Hawthorne Dr
Knoxville, TN 37919
Date: 6/26/11

Carigiouse Cippen
Signature
Printed Name: Carigiouse Cippen
Address: 810 Paxton Dr.
Knoxville, TN 37918
Date: 6/26/11

541450v1
006942\00001

#29

WORSHIP COMPLEX
10319 Starkey Lane
Knoxville, TN 37932

TELEPHONE
865-671-3370 (Church)
865-966-2072 (Fax)

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ncbc2@aol.com
www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

July 14, 2011

To: Metropolitan Planning Commission (MPC)

From: New Covenant Baptist Church Membership

Subject: Objections to Rezoning of PSC Metals

As the Senior Pastor of the New Covenant Baptist, I am here to represent the entire congregation in our opposition to this proposed rezoning of PSC Metals to Heavy Industrial (HI). New Covenant, a member of the Southern Baptist Convention and the National Baptist Convention, has a 15-acre site located on 10319 Starkey Lane just north of PCS Metals. Our current community consists of our church, residential homes, small businesses, educational institutions, and light industries. As a church we strongly object to the proposed re-zoning by presenting to the MPC a signed petition, previous correspondence and the following reasons for our objection.

1. Rezoning the property to Heavy Industry would allow the use of much larger and noisier machines, which would be utilized to cut; shear; and process the larger metal materials which would greatly increase the processing noise and vibrations used in processing large volume metal scrap materials.

2. Rezoning the property to Heavy Industry has the potential to allow heavy hauling trucks and other vehicles to be used to deliver much larger scrap metal material which would greatly increase the traffic and associated vehicle and processing noises. Such increases in noise would be disruptive to our worship services and church activities during the day and evenings.

3. A metal scrap yard is not consistent with historical growth and development in the area.

   a. Only two parcels are currently zoned Heavy Industrial and neither of those business functions actually requires Heavy Industrial zoning.

   b. This area is in the Technology Corridor and heavy industrial is not consistent with the planned growth in and for the area.

   c. Growth in the area has been toward commercial business or light industrial, not heavy industrial.

4. Rezoning the property to Heavy Industry would facilitate the operations of transporting in heavy soiled and contaminated materials that may have been used for other heavy industrial manufacturing processes. This greatly increases the potential for environmental contamination and potential health concerns by spreading contamination to the local environment including soil, streams, air, and ground water qualities.

5. A metal scrap yard is a violation of the current requirements.

   a. Based on the MPC Plan Amendment/Rezoning Report the current use is not in compliance with zoning restrictions. The planned rezoning is an effort to correct an operation that is out of compliance.

   b. The report further states that "Industrial zoning provides areas in which the principal use of land is for manufacturing, assembling, fabrication and for warehousing and other uses **which have heavy impacts and adverse effects** on surrounding property." The report goes on to say that "Such uses are not properly associated with, nor compatible with residential, institutional and retail commercial uses." The uses that are not compatible with the proposed zoning comprise most of the residents of Starkey Lane, adjacent property.

   c. The report further states that "Approval of Industrial zoning for this site could lead to future similar requests in the area, which would also require sector plan amendments." If the proposed change is consistent with planned and historical growth for the area why would a sector plant amendment be required to allow the addition of similar businesses? It is the position of New Covenant Baptist Church that the proposed use of property, the sector plan amendment and rezoning request are NOT consistent with planned growth for the area and should be denied.

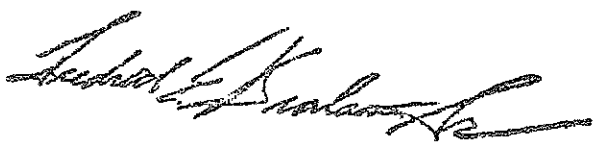
6. Rezoning the property to Heavy Industry would promote the growth of other large scale industries that utilize similar processes that would increase the noise and heavy vehicle traffic in the future by a multiple factor. This increase would negatively impact the current church activities and the activities of other organization in the immediate area.

7. Rezoning the property to Heavy Industry would allow and attract other large scale industries that would cause a potential decrease in the current environment. The results could have a high probability in becoming a distraction to the continued growth of our church membership and endanger the continued growth of this $3.2 million dollar investment which currently serves the entire Knoxville community. This current investment is only the first phase of 5 major expansion phases that are planned for this 15 acre church campus.

8. Restricting the zoning of the current location of PSC would ensure and protect the continued growth and successful operations of all of the currently successful businesses, civic organizations, and the New Covenant Baptist Church that are currently thriving in this peaceful and well maintained West Knoxville environment.

The listed concerns presented by the New Covenant Baptist Church are equally shared by the majority of residential home owners, business owners and Light Industry establishments currently thriving and successfully operating in this area.

Respectfully,



Fredrick E. Brabson Sr.
Senior Pastor
New Covenant Baptist Church

#29

WORSHIP COMPLEX
10319 Starkey Lane
Knoxville, TN 37932

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865-966-2072 (Fax)

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www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

July 7, 2011

Robert Anders
Chairman, Metropolitan Planning Commission
Holston Gases, Inc.
222 Council Place
Knoxville, TN 37920

Re: Petition Opposing Rezoning Request for 10319 Cogdill Rd, Knoxville, TN

Dear Mr. Anders:

On behalf of the parishioners of the New Covenant Baptist Church, I have been made aware that the above mentioned company has purchased property near our property and has requested a zoning change from Residential/Commercial Business to Heavy Industrial. We strongly feel a zoning change of this magnitude will have a negative impact on our church's worship services and other activities that take place at the church, as well as cause the value of our property to depreciate.

I, along with the Church's Building Over-site team understand that the Metropolitan Planning Commission (MPC) has rescheduled a meeting to take place on July 14 to hear further discussions regarding this matter. We, the members of New Covenant Baptist Church, would like to be able to address our opposition to the proposed plans on that date.

If you would like to further discuss this matter please give me a call at 865.671.3370, ext. 100.

Sincerely,

Fredrick E. Brabson, Sr.
Senior Pastor

Gmail by Google

Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Opposition to rezoning and plan amendment PSC Metals

1 message

Mark Donaldson <mark.donaldson@knoxmpc.org> **Tue, Jun 7, 2011 at 2:50 PM**
To: Buz Johnson <buz.johnson@knoxmpc.org>, Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Mike Brusseau <mike.brusseau@knoxmpc.org>, Dan Kelly <dan.kelly@knoxmpc.org>

---------- Forwarded message ----------
From: **Donald White** <whiteappraisals@att.net>
Date: Tue, Jun 7, 2011 at 12:48 PM
Subject: Opposition to rezoning and plan amendment PSC Metals
To: mark.donaldson@knoxmpc.org

I am opposed to the approval of the following proposals:

23. PSC METALS, INC.
Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6.

a. Northwest County Sector Plan Amendment 6-A-11-SP
From LI (Light Industrial) to HI (Heavy Industrial).
b. Rezoning 6-B-11-RZ
From RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay)

The staff recommendation had a substantial factual error. It indicated that the surrounding properties were already used for light industrial and related uses. Starkey Lane has several businesses, including mine. I am a real estate appraiser, that abuts the property. The property next door to mine is a single family residence. The other property adjacent to mine on Starkey Lane is a telecommunications company. We are already being adversely affected by the current use of the property. I have registered a complaint with the code enforcement office for Knox County. The property is currently used for scrap metal and demolishing automobiles. They are noisy. In addition, one of their heavy machines cut an electrical line and caused us to lose power for half a day. It required additional time for our computers to reboot. in addition to the data lost.

I am not able to attend the MPC Commission meeting since I will be out of town when the meeting is held. I have contacted each of the MPC commissioners by e-mail to register my opposition and the reasons therefor. The verbage for heavy industrial use says something to the effect that the permitted uses will have adverse impact on adjacent properties.

Please review the staff recommendation carefully, in light of the proposed zoning, and I think you will see that the properties on Starkey Lane will be adversely impacted.

I am requesting that the MPC commissioners delay, postpone, or deny approval to these two changes.

Thank you for your attention to my concerns.

Donald W. White, MAI, SRA, CG-155

From: Gary West [mailto:gary.west-mts@att.net]
Sent: Friday, July 15, 2011 10:02 AM
To: 'ajseymour@fmslip.com'
Subject: PSC Metals, Inc.

Arthur,

After the MPC meeting yesterday it has become apparent that we need to get PSC metals in their new location on Cogdill road as soon as possible. I can't speak for everyone on Starkey Lane, but PSC will be a much better neighbor than the current tenant. I would still like to meet with a representative from PSC to discuss their proposed operation. If you have any questions, please do not hesitate to contact me.

Regards,

Gary M West
Executive VP & CFO
Millennium Technical Services, Inc.
10316 Starkey Lane
Knoxville, TN 37932
W: 865-671-9481 ext.14
C: 865-300-8457

--

Dan Kelly
MPC, Development Services Manager
(865) 215-2500

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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

29. PSC METALS, INC.

Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6.

a. Northwest County Sector Plan Amendment **6-A-11-SP**

From LI (Light Industrial) to HI (Heavy Industrial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #6-A-11-SP, amending the Northwest County Sector Plan to HI (Heavy Industrial) and recommend that Knox County Commission also adopt the sector plan amendment

CHAIR ROBERT ANDERS RECUSED FROM DISCUSSION OR VOTING ON THIS ITEM. VICE CHAIR REBECCA LONGMIRE CHAIRED THE MEETING FOR THIS CASE.

(Rusty Baksa handed out materials during the introduction.)

Arthur Seymour, Jr., on behalf of the applicant. 550 W Main Street

Longmire: I would like to remind you that each party has five minutes so if there is more than one group in opposition, please remember that you need to divide that time. Is there any opposition?

Frederick Brabson, Senior Pastor of New Covenant Baptist Church
Donald White, I am a property owner on Starkey Lane which abuts this property and I am in opposition to it.
Gary West, I also own property on Starkey Lane that backs up to the planned.

John King, I will be speaking on this matter and will make it very brief.
Greg Williams, own property on Starkey Lane also.

Arthur Seymour, Jr., I am here on behalf of the applicant. Also here with me is Gray Rittenhouse with PSC Metals, Rusty Baksa who is our engineer and Vance Link who represents the Julian Link family which owns the property. This is an application of PSC Metals to rezone property on Cogdill Road for a metal collection yard. Let me explain who PSC is. They are a national company basically in the recycle metal business with a large presence in Knoxville. They recycle shred metal, both ferrous and non ferrous. It has its major facility on National Drive where it recently opened a new crusher and closed one on Central Avenue, National Drive being in the Forks of the River. It seeks to use this property to collect metals- cans, aluminum, steel, etc. which it would then transport to the Forks of the River for processing. There would be no shredding or stamping there. There would simply be a collection point for metals for contractors and other people to bring in. The zoning ordinance of Knox County requires that this activity take place in an industrial zone. The present operation, there is a metals collection facility on the site, is operated by Metal Solutions LLC and they operate on about 4.7 acres and that is what PSC is seeking to acquire by lease from the Julian Link family. If approved today, and I might add there are three other approvals that PSC must obtain before it can do this, it will acquire the business of Metal Solutions and operate a collection yard here. It will make changes to what is going on at the present site. Attached to your staff report is a draft plan of operations which has been submitted to the MPC staff. That will be part of any use on review if this is approved. There have been concerns about several items. One PSC is not the present operator on the site. It will only operate if it is in full compliance with all the laws local, state, and federal. If it operates the site and has approvals necessary, I might point out that PSC as a national company has a full time environmental staff that works on issues, air, pollution, water pollution, noise, etc. If it gets it approval it will ensure that the yard is screened and this will be opaque fencing around the yard. It will be landscaped and it will not be visible except at the entrance on Cogdill Road during opening hours. There will be no fumes from PSC's operation. There will be little noise. The hours of operation will be set. They will be basically 7 to 4 o'clock, Monday through Friday and Saturday morning for a couple of hours. Material will be brought to the site by individuals and contractors. It will be placed in trailers and containers and boxes and when these are filled, it will be transported by PSC to its major facility at the Forks of the River for processing and shredding and then sold for reuse. A lot of it is used by local industries. Aluminum cans that are collected there go into the Alcoa facility where they are remade into sheet aluminum. Lot of the metals, the steel goes to AmeriSteel on Tennessee Avenue where it goes back into the smelter and comes back out and is steel again and reused. These type of yards in PSC's business ensure that metals are reused rather than going into landfills or on the side of our roads. It is a green business. As I mentioned, if MPC makes a recommendation to approve this zoning, there are three other steps PSC must go through. Longmire: Mr. Seymour you have 10 seconds. Seymour: One zoning goes to County Commission. It cannot operate without a use on review approval from this body and it must go to Tennessee Tech Corridor Development Authority for approval there. This is just the first step

on the way. We ask you to approve this. I was going to ask for rebuttal for additional time, but I apparently do not have any.

Longmire: I would remind the gentlemen that are in opposition there is a total of 5 minutes for opposition which seems to me about 1 minute per person. You don't need to repeat what anyone else has said. I am going to hold you to those one minute times. Mr. King can you do one minute on anything?

John King: I seriously doubt it. I would hope that if I run over that I could get somebody to agree to grant me additional time. I am John King, P.O. Box 2425, Knoxville, TN, 37901. I represent the owners of Fountain Business Park that is the property to the south of the proposed site. I do not represent the New Covenant Church or any of the property owners who identified themselves as being an interest to it border this site on the north side. From the standpoint of my client, first of all we have had some meetings and discussion with the applicant and representatives. From the standpoint of my client, if this property is to be rezoned our preferred is that only the portion of the proposed site to be rezoned is the leased portion only. The currently application is for the entirety of the site which is about 12 acres. The leased portion is about 4.7 acres. We are saying that our preference is, if it is going to be rezoned to industrial only that portion of the proposed site that is the lease area be subject to the rezoning. Additionally if it is to be rezoned industrial, we propose we suggest and therefore request…

Longmire: Your 10 minutes is up you will need to talk to somebody else about granting you some time sir. 10 seconds is up rather. I will get this right in a minute. I mean your 1 minute is up.

King: My 1 minute is up. I can't complete this without some additional time. I ask your indulgence.

Rachel Craig: Ms. Longmire I would like to request that we grant Mr. King another minute and one-half after everybody else speaks.

Longmire: After everybody else speaks. Alright. She asked for after everybody else speaks sir.

Bart Carey: We didn't give the applicant additional time as well.

Longmire: A minute and one-half yes.

Donald White, I am a commercial real estate appraiser. My office is on Starkey Lane. We haven't been contacted by the persons involved in this rezoning request. The current operators are violating the current zoning which is a business type zoning with some light industrial. If they zone it heavy industrial the zoning states that the adjacent property will have, it would adversely affect the adjacent properties. The planning staff was incorrect in that we have at least three businesses along the south side of Starkey Lane. We have about three residencies on Starkey Lane. All of these immediately abut that property. Mr. Seymour said that it would adversely, would just collecting stuff.

Longmire: Sir I am sorry. Your time is up unless we add the extra minute and 30 seconds later on. I really don't see that happening. Again I tried to warn you all that we only have 5 minutes total and that I am going to beat Mr. Anders in the head when he comes back. Thank you sir.

Someone from the audience gave his minute to Mr. White.

White: If they are collecting, if they are going to do the same kind of thing over there that these people are doing, this collection sounds like this (turned on a recording made from his rear door). This is off my back deck. They pound and pound and pound. I think that gives you an idea of the noise we currently face. We have complained to the code enforcement folks about the violations. The planning commission...

Longmire: Sir, thank you.

Frederick E. Brabson Senior, As Senior pastor of New Covenant Baptist Church I am here to represent our congregation of which members are here. I ask that they stand at this time please. (about 11 people stood) In regard to this proposed rezoning we believe that the heavy industry zoning would allow the use of much larger and noisier machines which would be used to process the metal which would increase the noise in our area. As a church also rezoning would allow heavier hauling and trucks and vehicles to deliver more scrap to the area which we feel is prohibitive to our mission as a church in serving the community. We also believe that a metal scrap yeard is not consistent with the historical growth and development in the area. Only two parcels are currently zoned heavy industrial neither of which are functioning as such and growth in the area has been toward commercial business, light industrial and not heavy industrial. The metal scrap yard is in violation of the current requirements which has already been presented to you. We believe that rezoning to heavy industry would allow...

Longmire: Reverend Brabson. That is all, I am sorry.

Brabson: You do have a copy of the information.

(Someone from the audience gave his one minute.)

Brabson: Thank you. Rezoning to the property industrial would allow and attract other large scale industries which would cause a potential decrease to our current environment. The results would have a high probability of becoming a distraction to the growth of our church and endanger what we currently have with a $3.2 million, 15 acre investment as a church. This investment we believe will hinder our 5 phase of plan for growth, which we have only implemented phase 1 of that. So we ask that you would reject this proposal and ask that you would not allow the rezoning to take place because we believe it gravely inhibits our ability to serve the community as a church which is our original intent for building on this site.

Longmire: 17 second left for any opposition. We will hold that in abeyance.

George Ewart: Commissioner Longmire is there any way we could extend this?

Longmire: You may ask to hear someone else out.

Ewart: I would like for everybody have a little bit more time than a minute. It is very important to everybody around this area. We don't have a lot of things on our agenda today. So I would like to spend some more time if we can.

Longmire: Do you have a time limit you.. I know that Mr. King has a minute and one half.

Ewart: I would like to see everybody have a couple of minutes to talk and present their case. I understand that we do have a time limit with everybody. I think we have got one more case after this. I would like to extend everybody's time at least 2 minutes.

Gary West, 1301 Watersong Lane, I have an office with two other people on Starkey that backs up to the proposed rezoning. We have been there since 1999. It has just been in the past year or maybe a little bit more that we have had to deal with noises that was discussed earlier. We have also been dealing with cracks in our walls from the constant pounding of these vehicles and the buses and the tractor trailers and the fire trucks back there. Their method of breaking down metal is very archaic. I don't know if this will continue. I am a little disappointed that they did not reach out to us. It could be because we didn't have legal counsel representing us. I think if we had had discussions with Mr. Seymour and his party, that there may have been something to be able to work out. But they did not approach us and I am a little disappointed in that. As it stands right now I would like this commission to reject this proposal.

Longmire: Mr. King, since everyone else gets an additional two, I will give you 2 minutes also.

King: I will try to pick up where I left off. As to the remaining property, outside the lease area, as to that remaining part of the parcel we would ask that that we left zoned as it CB. Within the area that we are saying if it is to be rezoned only that leased portion be rezoned industrial and that industrial use be restricted to only one use and that is the precise use that they propose to make of it. That would be a use, if you would, restricted to the use set forth in section 5.61.03 of the current zoning code and any additional use permitted in the CB zone. In other words what I am suggesting and saying we would prefer is if it is going to be rezoned at all rezone only that portion that is the leased area. Let it be used just for PSC's proposed use in the industrial zone and otherwise the uses be restricted to what is permitted in the CB zone. The remainder of the property remain CB. That is what we would prefer to see happen. Madame chairman, at the end of today's meeting I want to ask for an opportunity, whether you call it public forum, I want to make a couple of comments at that time not on this subject but generally on the subject of the time issue before this body on certain matters. I think I would like to have 5 minutes or less to discuss that.

Longmire: After the meeting I don't think we have to time you sir.

Mr. White: Actually I was pretty much able to cover everything that I needed to cover, but I failed to mention one thing. Since they changed the use of this property to this scrap yard, one of the machines has already knocked down our power supply pole. Our business and the businesses of two other people and possibly more were out for 4 hours. I depend heavily on my computers and when I lost power it took me about 2-3 more hours to get it to reset. This is the kind of thing we are concerned about. We have three people whose single family homes are going to be abutting this and it sounds like what you just heard over the microphone. That is what we are concerned about. We need to see something done to prevent them from even continuing that level of noise.

Rev. Brabson: As a church which is also to the north of that property, we were not privileged to any early information nor early planned as to what this company is preparing to do. The only communications we have had has been as recently as this week my office has been bombarded with telephone calls about wanting to talk. Well by the time I get those telephone calls we are already in the recommendation stage. New Covenant as a church is concerned about its worship services; is concerned about it conferences; is concerned about all the activities that take place in our church. Our church operates, it is a 7 day a week church. We are subject to having activities and conferences and things going on anytime during the week so therefore we feel like what they are proposing to do is in violation of the current zoning and also future things would cause even more noise and more of that to go on. What we are saying is this, we would like to see compliance with what the current zone requires and maintain the current zoning as is so that we can have some peace and tranquility in our neighborhood.

Greg Williams, I have an office at 2309 Starkey Lane. This business has been here approximately a year, maybe a year and one half at the most. We detected, the first 6 to 9 months it didn't seem to be that intrusive, but in the last 6 months is has gotten very intrusive. It has gotten louder. It seems they are brining bigger material in to process and is noticeably louder. Frankly I am really shocked that MPC staff approved this. If you do an analysis of the area, the trend over probably the last decade is definitely not heavy industrial. It is more, where 20 years ago it was light industrial, the last 10 years would probably show that it is definitely office related uses. In addition to the tenants that have been mentioned ITT, Tennessee Wesleyan College are both a few hundred feet from this site. They are definitely affected by the noise that is created there. I do not think this is appropriate at all for this site and I hope you will vote against it.

Seymour: Let me point out just a couple of things. First you all should have an aerial photograph of this area that shows the various uses. It is mixed. It is all over the landscape. You have Averett Truck has a major truck terminal there. You have business park. You have trailer, a big park for trailer parks. You have a performance pipe company, I don't know if they do any manufacturing. They sell. You have construction yards. For many years this site was used for manufacture of corrugated metal pipe. Down the road you

have a ready mix concrete company, which is subject to depending on jobs operating 24 hours a day, 7 days a week. We, PSC, wants to be a good neighbor. If you all have any questions, ask Gary Rittenhouse about how they operate. They are not the current operator on this site. Metals Solution is. If PSC is allowed to take this over, it is going to be simply a collection yard with very limited hours. It will operate 5 days a week and ½ a day on Saturday. It will hopefully not interfere in any way with the worship of the church there. They have a very nice 15-acre campus. They are set up on a hill. I sent up there and if look from the church property up on the hill, basically all you can see is the roof of one of the old buildings on site. There is already on the site manufacturing in the back on the 11 acres the Link family owns. PSC simply needs a place in west Knoxville to collect metals, aluminum. If you look at people coming in there, there are probably 50 to 60 cars a day in the summer and in the winter it is less than that. We ask for approval.

Longmire: I would like to apologize to all of you for having to cut your time short. I concur that this is a very important issue and a passionate issue for many of you. Right now we are bound by certain time constraints and that is why I asked at the beginning for those of you that had opposition for you to maybe get together and talk. Again I apologize for having to cut your time short. I am going to turn it to commission and they may wish to ask you questions.

Art Clancy: Michael what is going on on the site right now?

Mike Brusseau: A salvage yard that includes automobiles. And they crush them up. That is not permitted in the zone that it currently is. It is in violation.

Clancy: How long has it been operating in violation?

Brusseau: I don't know. They are saying about a year, a year and one half. I would tend to believe that.

Clancy: Arthur, the noise levels. PSC metals isn't going to shred, crush and all that. They are just going to collect?

Seymour: They may compact a little but they are going to put it in trailers on site. If you go to the site right now you will see metal piled everywhere. PSC will clean that up. They will have boxes and trailers there where they will put, sort the metals. As soon as the box or trailer is finished they will pull it out and take it to their site at Forks of the River on National Drive. They shred it out there. They just invested $35 million in a shredder that is out on National Drive. They shred it according to metal type and resell it.

Clancy: Is it going to be as clean and quite as the one on Central?

Seymour: It will be a lot better than the one on Central. They inherited that when they came into the market.

Clancy: They are inheriting something apparently that is operating with a lot of noise and out of compliance now.

Seymour: There was a crusher at Central Avenue up until very recently. That crusher is now dismantled. They still accept automobiles there. They will not be accepting automobiles out on Cogdill Road.

Rachel Craig: Not sure whether this should go to Mr. Brusseau or Mr. Seymour. The request we have before us is to rezone 11.56 acres, yet the diagram that Mr. Baksa distributed shows 4.76 acre rezoning which I presume is the land that Mr. King was referring to. I am really confused. If you guys are asking for 12 acres to be rezoned, why did you give us a diagram showing us 4.76 and which one is right?

Brusseau: The 4.76 acres is basically consistent with the development plan that if this gets approved that you will hear eventually. It's what has been described as the leased area. According to what Mr. King said it sounds like at least he and his client are willing to go along with the rezoning if it is limited to just that leased area. The 12 acres is the entire parcel and that is what they initially applied for.

Seymour: The application was filed on behalf of Link family. PSC would only use 4.7 acres. We are PSC is happy if you would recommend only zoning of the 4.7 acres. I think that's alright with the Link family. I talked with them earlier this week.

Craig: Mr. King that is, Mr. Brusseau correctly stated the position of your clients about this 4.76? A yes or no would do sir.

King: I want to say yes but it was a whole package. It was in addition to just 4.7 acres also restricting the permitted uses in that industrial zone to only one use and other wise CB. I just wanted to make sure that it was all one package.

Craig: That was not a question that had a yes or no answer. Thank you.

Wes Stowers: A question for Mr. Seymour. Is your client satisfied with the restrictions of 5.61.03, basically what Mr. King's client is asking?

Seymour: We can live with that yes sir.

Stowers: Just a comment. We have a facility out in that area and it is covered with trucks. That is what they do. There are construction companies, pipe yards, trailer yards, a trucking terminal. The trucking traffic out there is intense at times and light at other times. It is best done in the afternoon. As far as the argument of it being a problem for more trucks, I think that problem has already been there for years.

Laura Cole: I just wanted to ask the other opposition. I believe it is Mr. White, Mr. West and others if you agree or you support.

Longmire: That would be Williams, White, Brabson, and West.

White: I guess not because we have not been contacted about it. We don't know where the 4.6 acres is. It could be they moved further away from Mr. King's clients property and would affect our. It says here there are three single family residential units along this.

Cole: I have been out there and you have poison ivy in your back yard.

White: We do that on purpose.

Brabson: Again New Covenant is opposed to the rezoning. Here is the crux of the matter. If it takes a rezoning for this company to do what it wants to do, then what we are saying is that they need to rezone whether it is 4 acres or 12 acres just to be compliant with what is permissible in the area. We are saying leave the rezoning the way it is and everybody is happy. Then bring whoever is there in compliance with what the current zoning requires.

Opposition? I am just curious as to why Mr. King's property is more important than my property. I am not saying that either. I am making a statement. That is the way this proposal is looking. I don't feel I am any less important than King's client. That is all I want to say.

Guy in red? I am confused. Are we referring to this as the least parcel or the leased parcel? Leased which under a lease which I think is currently zoned residential. We are in opposition to this use on any of the leased or non leased property that is in question. We are not in opposition to being green and sustainable and recycling metal. We just think there are a lot better places in the county that you can do this.

Bart Carey: Mr. Rittenhouse what I am trying to get my hands around right now is that, the opposition has a huge issue with sound and your present operation there. We talked a little bit about what the differences are going to be, but I think to really understand what is significantly different about what you might propose versus what the present lease holder is doing there obviously out of compliance.

Rittenhouse: We are not out to increase the size or scope of the existing operations. The benefit that we provide is a highly capitalized company available to purchase equipment that more suitably processes the material that has been noted earlier that is sitting on the property. In the manner in which it is processed today there is some difficulty for the current operators to process the materials efficiently and with little noise. We have pieces of equipment that we have at all of our facilities that effectively handle larger pieces of scrape, put them into containers in smaller sizes. In particular for that property as has already been noted we have no plans on buying automobiles, or buses or fire trucks or so forth at that facilities. So that is the piece that we really bring to the table which is a more efficient operation that carries less inventory at that facility, less visible scarp to be seen from the roadway by size and shape, and the ability to move that material out effectively.

Carey: How high is the opaque screen proposed?

Rittenhouse: I think the requirement is 8 foot. We have asked if there is the ability to go higher with than that and comply with local ordinances.

Clancy: Sound still seems to be one of the big objections. So you would still have processing there that would create sound?

Rittenhouse: I think with regard and relevance of the efficiency of equipment that we utilize in other facilities, we process the material faster with less run time and less noise. We do have an equipment safety and environmental staff that is located out of our corporate office in Cleveland, Ohio. We do have resources locally that can address any issues that come up. We just need to be a good neighbor. For reference year to date in the year 2011 we have contributed $55 mille in scrap purchases to the local community. We have $8 million in wages here today . We hire employees locally.

Kane: Noise is one of my primary concerns. It is a very mixed use, residential to office warehousing, light industrial and then this operation which seems to be as proposed on the end of the more less residential friendly than some of the others. A couple of questions. This one to staff. I don't know if this is fair or not in terms of a short period of time. It just occurred to me during the discussion, a while back we had discussions about various noise levels that were permitted in various zoning categories or industrial classifications if I remember correctly. I was wondering if there is a difference between the noise levels that are established in those standards for heavy industrial which would apply to this particular rezoning versus light industrial which appears to be something that is more acceptable in the area. I just didn't know what the difference is and if somebody could recall in such short…

Mark Donaldson: I can tell you the Knox County Zoning Ordinance has performance standards that come into play for all commercial and industrial uses particularly when they are adjacent to residential uses, which could be the case here. They apply across the board regardless of what zoning district is involved with the origin of the noise. The standards are published in the code. I am not a noise expert so I don't know.

Kane: That is what my questions is. Does anyone know the standard and if there is a standard between the light industrial and heavy industrial.

Donaldson: The standards are the same across all of the zone districts.

Kane: Okay all zone districts. My question would be to the PSC applicant in terms of the equipment that you are planning to bring in I assume that you guys have done studies to determine what those noise levels typically are. The question is what are they?

Rittenhouse: I don't work in the safety environmental area. I would tell you that the equipment we would bring in is more effective at handling the scrap than the current owners of the property. We are seeking to do less processing with the scrap on site than the current owners do. I could not speak to appropriate noise levels for those operations. The one thing I would say is due to our capabilities from the safety and environmental aspect

relative to noise, on National Drive, which is Forks of the River, we operate a mega shredder which consumes whole automobiles and we do so with neighbors not more than 50 yards away.

Seymour: May I supplement his response to that. On the use on review process you will notice in recent years more and more you all have been setting lighting standards on what kind of lighting can go off site. There is the ability I would assume to set the same requirements on noise.

Kane: I think we have done that on agricultural areas that neighbors were complaining. I think it was a cement plant. I was just trying to bring some kind of technical levels and discussion into this. It doesn't seem like we are able to do that at the moment.

Donaldson: I can read you the technical, but I can't translate them to what that means to me. Sound pressure levels in decibels as they relate to the frequency in hertz there is a table. The sound pressure level resulting from any use or activity shall not exceed the maximum permitted decibel levels for the designated octave bands set forth in these standards. For example the frequency in hertz of 63, the level in decibels, I think in microbars, 77 and as you go up the chart to 1,000 then the decibels drop to 51, 2,000 corresponds with 45, and then the last level is 8,000 hertz and 39 decibels.

Kane: It is the same regardless of whether it is light industrial or heavy industrial.

Donaldson: Any commercial or industrial use.

Kane: From a noise level then really these is no distinction between the impact on the community and neighbors whether it is heavy industrial or light industrial. It is the same standard or CB or anything. That is really what I was trying to get at.

Longmire: How does that compare with a rock concert? Give me some...

Laure Cole: I want to support this business but my struggle is I kind of understand where the opposition is coming from. We are asking them to believe that this company is going to be different than the first company and the first company is operating out of compliance. Why should they believe that this company is going to do what they are supposed to do? My question is to Mr. White. You said in your email that you contacted codes to register a complaint. I wondered if you heard a response.

White: I left a message with the code office and didn't hear anything back. Then I called them again and they said the current business is in compliance with the code. I knew that was not true. So I called the supervisor yesterday. That was the second call I made to him and I finally got through to him. He indicated that what I described, I played my little tape thing, that they would send somebody else out there and put in a cease and desist order if they were violating code. We are going to be visiting with the code enforcement people after this meeting.

Wes Stowers: I think what we have got here… I appreciate Commissioner Kane bringing up the issue on the noise levels that is the question I had. The noise level is the same whether it is commercial or light industrial or heavy industrial. What we have here is a major national company that has come in here in a big way and has significantly improved how scrap handling is done on a quantum scale. Visually, first of all this operation apparently has been out of compliance. We are just now hearing the complaints from a year ago. If it was that big a problem I would have thought that would have come up then. Here we have a company that is willing to come in and spend a significant amount of money, screen it, visually improve it and significantly reduce the intensity. They are not going to crush cars. They are not going to be doing heavy processing. Basically it is a collection yard to take these metals and take them to the place where they have already spent many million of dollars to process it out at the Forks of the River. This makes it a more efficient less intrusive operation. We all talk about green. This is truly green. It is a recycling operation that this is simply going to be a collection yard for the west part of the county. It will not be a processing yard as it is this moment. To me it is a win. If they are agreeing to reduce the size and keep it within the constraints that Mr. King's client has asked, I think the end result will be something that everybody will be happy with. It is not something that has, that operates at night or on weekends. It is an 8 to 4 or 7 to 4 operation. With that I would like to make a motion that we approve the plan per staff with the exception of reducing the tract to 4.76 acres and make sure it is restricted to the uses in 5.61.03 of the current zoning codes or any other CB use.

Longmire: We need to take the sector plan first.

Wise: That reference is 5-5.61.03.d.

MOTION (STOWERS) AND SECOND (LOBETTI) WERE MADE TO ADOPT THE SECTOR PLAN AMENDMENT AND RECOMMEND KNOX COUNTY COMMISSION ALSO ADOPT THE AMENDMENT WITH THE RESTRICTIONS OF BEING THE 4.76 ACRE AREA

Stowers: and then in accordance with the restrictions that regulations.

Buz Johnson: I believe with the sector plan we just refer to the area to the 4.7 acres. We get the other detail on the rezoning.

Craig: I am glad we went in this direction because I have a question specifically related to the sector plan. Sector plan changes are required to have changing conditions justifying those. Sometimes I think we don't talk about that enough. I have a question for Mr. Brusseau, a couple of question in that regard. When was this Northwest County Sector Plan adopted?

Michael: I don't know when the overall Northwest County Sector Plan was done, but this particular area being that it is in the Technology Overlay was done, and Buz may know better than I. I think two years ago.

Buz Johnson: I was between 2 to 3 years ago that this was part of an update to the sector plan

Craig: The staff report says here that there is an error or omission in the current plan. If you will indulge me I will read these couple of sentences. "The current sector plan proposes light industrial uses for the area, which is not consistent with the current use of several of the surrounding properties for heavier industrial uses. The sector plan does not recognize the existing Industrial zoning to the north or some of the existing uses in the area." What this says is because the current plan is not consistent with current use then there is an error in the current plan. Another way of looking at that is there is not an error in the plan. The plan which looks forward 15 years wants us to move toward in a different direction. There are two possible interpretations here. I don't know which one is right. I was not part of the discussions when this plan was discussed or adopted. It does give me concern that we are saying just because the current sector plan does not agree with the current uses that means it is wrong. The other possibility is that we want to get away from current uses and move in a different direction. I don't guess I really have a question. I just wanted to say that.

George Ewart: I was going to address the zoning. Should I do that now or wait. Okay. If you look at this map we have 10 different zones within one half of a mile of this property. It is almost like that Ag zone we always talk about that everything is here and there and this and that. This is a mess in here. I don't know how we got to that point. You got O-1 across the interstate, C-4,C-6, PC-2, PC, CB, I, OB, RA and C-3. I think the people that have businesses here or reside here have to understand there are a lot of different things happening here. Light Touch, I think they do school pictures, is in an I zone. I don't know if that is legal is it. There is just a whole bunch of things happening out here. I think that this place is just a collection site. They are not compacting and not cutting up everything is just taking product in and then move it out. I don't see a problem with that. The hours of operation they are going to be gone in the evening time and Sundays they are not going to have anything happening operation wise there according to this for church. For Saturday even on Wednesday it looks like they are shutting down at 4:00 or 4:30. I just don't see a problem with it. I see a bigger issue with the whole area that crux of Pellissippi and the interstate.

Clancy: I too am conflicted. I don't understand the current use is the entire 11.56 acres. Are they crushing cars and cutting them up and shredding them on the back side of the property and that is going to continue to happen just because PSC is just going to take front 4.76 acres? What is going to happen to the rest of it?

Dan Kelly: There are other businesses located on the total 11 acre site. Business that encapsulates Styrofoam for boat docks. There are other businesses. It is just one piece of property 11. some acres in size. The portion of the site that is currently being used for the metal business right now is 4.76 acres of that piece of property.

Longmire: If I may interrupt, sir you are the owner of the property.

Vance Link, 3933 Oak Hurst Drive, I am the managing partner of a family owned p[piece of property that my Dad bought for $2300 dollars an acre in

1975. It was nothing but farm land. We started a manufacturing facility making galvanized corrugate metal pipe where we did not have to worry about anything but cattle. There was no Pellissippi Parkway. But you know ignorance is not bliss. My father was on this Commission back in to the 60's and early 70's. He was head of the public building authority when this structure was built. I worked in the galvanized corrugated metal pipe business for 30 years. Three and one half years ago my company laid me off. They happened to be renting from me, in addition to being my employer, the very piece of property that is in question today, the 4.7 acres. When they laid me off not only did I lose my number one tenant within a 6-month period of time I lost two more tenants on my property. I was desperate. Zoning was the last thing I was thinking about.

Longmire: Mr. Link Commissioner Clancy wanted to know about the other businesses.

Link: Correct. There are 7 tenants presently on that piece of property. They are Metal Solutions, out of compliance, is the largest one. There is a boat dock manufacturer. There is grading contractor. There is an electrical supply company. There is a roofing group from Colorado in here from the hail damage. There is a guy that makes cat trees for cats and then finally there is a guy in the MG car business. He does mechanical and auto work.

Clancy: Thank you. That made it all crystal clear. I appreciate it. That is what I needed.

Stan Johnson: Pastor Brabson seems like to me the big question is trust. You don't trust them because they are currently out of compliance. So you don't believe that once they become zoned they will go to compliance. Correct. I am trying to figure out how do we bridge that gap. It seems like they want to come in there and clean up some of the stuff that is actually happening currently. I would like to vote for what the community is looking for. Because you guys want it to be cleaned up. You want it to not have all that noise. Even in that noise, I heard some birds chirping. So it sounds like there is something there we could work out. I wish that maybe you guys would talk a little bit and figure out exactly what it is going to sound like and what it is going to look like so you can some kind of input on what is actually going to happen there.

Brabson: That is correct. I don't mean to be candid or ludicrous when I say this. I am not an expert in all the technical things that have been thrown around. But if I could just put it I some lay person terms. If I am doing 75 miles an hour in a 50 mile an hour zone, the fix for that is not to raise the speed limit to 75. The fix for that is to help me understand that I need to do 50. In our community there are various zones that have been established. When a company comes in and says the only way they can do business in this community is you need to change the zoning otherwise they cannot do business. We have serious concerns there because we are saying that when we moved into this company we understood what the requirements were and we have lived within those requirements and we have done our ministry within those requirements. Our expectation would be for everyone else to do the same.

Stan Johnson: Arthur how long will it take for you guys to be able to buy the equipment, move the equipment in so this noise issue will go away?

Seymour: To get through the approvals will take a minimum of three more months I think. Can I ask Mr. Rittenhouse that? Within 30 days after we get the final approvals.

Stan Johnson: So we are going to be out of compliance and running the same kind of business for the next 4 to 6 months basically.

Seymour: PSC will not, but what is going on there will continue. Am I right on that timing Buz?

Buz Johnson: Let me try to figure that out. If you approve and it goes on to County Commission, they would hear the rezoning and plan amendment at their August meeting. If it is an approval today, then we can go ahead and begin to get into the site plan review. That would be handled I believe by MPC in August and TTCDA in August. So if approvals go through then conceivably by September things could be under way. If you deny these requests then that probably would lengthen that process by a month or so. Assuming that is goes through and they win on appeal at County Commission. If they don't win on appeal at County Commission the clock stops.

Stan Johnson: What I am concerned about is they are out of compliance currently and they are still going to be out of compliance until this thing goes all the way through. We can't do anything to stop that because we are not codes, I understand that.

Donaldson: Let's be clear about who they are. They who are out of compliance are not the applicant.

Stan Johnson: I totally agree. But the problem I am having is just like the Pastor said. We're going 75 miles per hour. Regardless if it is them or somebody else, how do we stop that from happening before we go ahead and put something else through.

Kane: The Technology Corridor, I know it has to go through review process. Mr. Johnson in terms of your evaluation, I believe you sit on the authority board is that correct? Johnson: I staff it. Kane: Staff it. Is this something in terms of what is being proposed, in terms of this 4.76 acres of rezoning and limiting it to essentially the use that has been described by PSC. Is that something that would be out of character to what you guys would approve?

Buz Johnson: The Tech Corridor Authority Board essentially they do go through a process. One of the things that they can do first of all is look at rezonings within that Technology Overlay. They can make recommendations to issue a certificate of appropriateness to allow that process to proceed. So that would be the first step. Because I am also on the MPC staff, we look at in terms of is that use appropriate in the area. Is that zone appropriate in the area. That is that particular judgment on the front end. Second thing that

Board does is to look at certificates of appropriateness for actual development plans. That would be the second step in this process, if approvals begin today then we would begin to get into that process. That is where we would take a look at the site plan regardless of what the use of the property is, we would look at the site plan to see how that property can be done in such a way that it fits into the area, the surrounding area. I will have to say this is the oldest developed area of the corridor. In fact probably some uses in this area predate the establishment of the corridor back in 1983. At that time we didn't have the luxury of having the ability to review site plans to see how new uses in the area can fit. I this case we would have an opportunity to retrofit as much as we can to see that these kind of uses do fit into an area that is based on good design, good construction that sort of thing.

Kane: So I can believe that the staff's recommendation to approve the sector plan change did account for the technology overlay and feels that is acceptable within the Technology Overlay.

Buz Johnson: Let me back up. If we were starting with a blank map, vacant property, I don't know. That question is out there. But because this is an older area, it has a mix of uses. Commissioner Ewart kind of pointed out that in looking at the zoning. It has been somewhat of a challenge to try to deal with those existing uses in terms of how can they ……

Kane: So you are not evaluating it based upon a blank slate. You are evaluating based upon the existing conditions. In terms of the impact of the existing conditions, what does this mean in terms of those existing conditions?

Bart Carey: I have kind of a question to staff and then kind of one regarding… Mr. Link's comments as well as Mr. Ewart's about this area being kind of an historic evolution, I called on Tennessee Metals 25 or 30 years ago and there was nothing there and all this stuff has grown up around it. It is a hodge-podge and it is hard to really get your finger on what is the right use. My understanding is right now we are kind of hitting the broad strokes. We are looking at whether this is an appropriate place for industrial uses. Mr. Seymour mentioned this is coming, it has a four stage process, four steps. I think we are a very critical part of that process being use on review. Commissioner Johnson's issues about trust and what is really going to happen, is that not when won't those issues really come forward on the use on review aspect of this?

Donaldson: If I could address that. That may be the big win in this application in that we would be moving from a situation that is we have out of compliance uses currently operating in CB without any development plan approval. If this application were to be approved, we would move then to new operations operating under a development plan that has been approved by the Planning Commission where have a chance to look at mitigating any adverse impacts that might arise to adjacent property owners.

Carey: That would all be down the road at a further step where we have our hands in helping shape that trust and what those guidelines are. I think we

should give the process the chance to work out. Then when we come down to those dotting i's and crossing t's how loud is it, what are the hours of operation. All of those things that are specific to this would be addressed then. As far as compliance goes Mr. Johnson, I think that is between the neighbors and enforcement on the present use of the property on the company that is there now.

Craig: Briefly in regard to what Commissioner Carey said. Yes this is the first step, but if we change the sector plan to heavy industrial that is a long term decision that may go beyond the current owner and current use. We have to think about do we want this to be heavy industrial into the future. I am not saying the answer is no. I am just saying that is what we need to think of. I thought I heard either Mr. Seymour or Mr. Rittenhouse say that there would be some compacting on the site. Commissioner Ewart seemed to understand there would be no compacting o the site. So could somebody quickly address this?

Rittenhouse: There will be no compacting on the outside of the facility. The only compacting that will occur is a smaller down stroke bailer that is inside the building. A smaller down stroke bailer is really a 4 foot wide by 4 foot deep by 8 foot tall unit that is inside the building.

Craig: Currently under the current owner is there compacting going on outside that building?

Rittenhouse: There is not.

Clancy: Reverend Brabson I appreciate your metaphor. But you have got to understand that was going 30 miles per hour before it was rezoned for your use. You are at 50. That is progress. I mean let's look at it the way it is. It is not going to take a whole lot to improve the condition of the use of the property use right now. If PSC doesn't do anything but walk in and keep doing what it is doing, which they can't do because it is not in compliance so they are doing that, anything they do would be an improvement to what is going on there right now. I didn't ask a question. I appreciate your metaphor, but there has to be, you have got to understand your property had to be rezoned from Ag to business, office, business technology in order to operate. So those are the premise that we look at that being said I would like to call the question.

COMMISSIONER CLANCY CALLED FOR THE QUESTION.

Longmire: Ms. Bailey don't you want to say something. I feel like this corner has been left out. Right now we are dealing with the sector plan amendment adopting resolution 6-A-11-SP amending the Northwest County Sector Plan to HI Heavy Industrial and recommend that the County Commission also adopt the sector plan amendment and this applies only to the 4.76 acres.

Upon roll call the Commission voted as follows:
Bailey Yes
Carey Yes
Clancy Yes

Cole Yes
Craig No
Ewart Yes
Johnson No
Kane Yes
Lobetti Yes
Longmire Yes
Pierce Yes
Sharp Yes
Stowers Yes

MOTION CARRIED 11-2-1. APPROVED.

b. Rezoning 6-B-11-RZ

From RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE I (Industrial) / TO (Technology Overlay) zoning, subject to one condition

STOWERS MADE MOTION THAT COUNTY COMMISSION APPROVE INDUSTRIAL AND TECHNOLOGY OVERLAY ZONING SUBJECT TO TWO CONDITIONS: 1) USES LISTED UNDER INDUSTRIAL ZONING SHALL BE ALLOWED EXCEPT THOSE LISTED IN SECTIONS D MINING RELATED USES AND F WASTE HANDLING USES, USES PERMITTED IN 5.61.02 AND

Stowers: Ms. Wise could you help me with the second one.

Steve Wise: I actually think the second one is in lieu of the staff recommendation.

Stowers: Let me restate the motion then. What is the number of it that I state it correctly?

Longmire: I have it actually 5.5.61.03.d.

MOTION (STOWERS) AND SECOND (PIERCE) WERE MADE TO RECOMMEND THAT COUNTY COMMISSION APPROVE INDUSTRIAL AND TECHNOLOGY OVERLAY ZONING SUBJECT TO ONE CONDITION REDUCED TO 4.67 ACRE AREA LIMITED TO USES SET OUT IN 5-5.61.03.D PLUS THOSE USES ALLOWED IN THE CB ZONE.

Craig: Can I ask a question to make sure I understand that. What we are saying here is that the uses would be limited to this one particular use plus any use allowed in the CB zone. Is that correct? Yes.

MOTION CARRIED 12-1 (JOHNSON)-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

RECEIVED
APR 21 2011
METROPOLITAN PLANNING COMMISSION

Name of Applicant: PSC Metals, Inc.

Date Filed: 4/21/2011 Meeting Date: 6/9/2011

Application Accepted by: Michael Brusseau

Fee Amount: $2156 File Number: Rezoning 6-B-11-RZ

Fee Amount: $800 File Number: Plan Amendment 6-A-11-SP

PROPERTY INFORMATION

Address: 10319 Cogdill Road

General Location: NE Side Cogdill Road, SE of Starkey Lane

Parcel ID Number(s): 131-088

Tract Size: 11.56 ac.

Existing Land Use: existing industrial use

Planning Sector: Northwest County

Growth Policy Plan: Planned Growth

Census Tract: 59.01

Traffic Zone: 219

Jurisdiction: ☐ City Council _____ District
☒ County Commission 6th District

Requested Change

REZONING

FROM: RA/TO and CB/TO

TO: I/TO

PLAN AMENDMENT

☐ One Year Plan ☒ _____ Sector Plan

FROM: LI

TO: HI

PROPOSED USE OF PROPERTY

automobile and metals salvage yard

Density Proposed _____ Units/Acre

Previous Rezoning Requests: none noted

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT
Name: Vance Link

Company: TMC Properties, LP

Address: 10319 Cogdill Road

City: Knoxville State: TN Zip: 37932

Telephone: 865-966-8705

Fax: 865-966-8708

E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Arthur G. Seymour, Jr.

Company: Frantz, McConnell & Seymour

Address: P O Box 39

City: Knoxville State: TN Zip: 37901

Telephone: 865-546-9321

Fax: 865-637-5249

E-mail: ajseymour@fmsllp.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: Joseph D. King

Company: 5875 Landerbrook Dr

Address: Suite 200 Avenue

City: Mayfield Heights, OH State: _____ Zip: 44124

Telephone: 440-753-5390

E-mail: jking@pscmetals.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
TMC Properties, LP	10319 Cogdill Road,	Knoxville,	TN	37930	X	

4/22/11

04/20/2011 14:52 865-966-8708 CONTECH Frantz,McConnel&Seymou Fax:865-637-5249 Apr 20 2011 02:59pm P003/005 PAGE 03/05

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2539 **6-B-11-RZ**

Commission Meeting Date:	08/22/2011
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 PSC METALS, INC. FOR REZONING FROM RA (LOW DENSITY RESIDENTIAL)/TO (TECHNOLOGY OVERLAY) AND
CB (BUSINESS AND MANUFACTURING)/TO (TECHNOLOGY OVERLAY) TO I (INDUSTRIAL)/ TO (TECHNOLOGY OVERLAY); Property located northeast side Cogdill road, southeast of Starkey Lane. 6TH COMMISSION DISTRICT; MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE I (K) (INDUSTRIAL) / TO (TECHNOLOGY OVERLAY) ZONING, SUBJECT TO TWO CONDITIONS.

Attachments

PSC METALS, INC. 6-B-11-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/21/2011 01:10 PM **FILE NUMBER: 6-B-11-RZ**

APPLICANT:	PSC METALS, INC.
APPLICANT'S REQUEST:	REZONING
FROM:	RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay)
TO:	I (Industrial) /TO (Technology Overlay)
MPC RECOMMENDATION:	**RECOMMEND the Knox County Commission APPROVE I (k) (Industrial) / TO (Technology Overlay) zoning, subject to two conditions.** **1. Area to be rezoned is limited to 4.76 acres, current lease area for Metal Solutions, future lease area for PSC Metals.** **2. Industrial zoning will be limited to one use, namely "Automobile wrecking, junk and salvage yards" under Article 5, Section 5.61.03 (D) of the Knox County Zoning Ordinance and the uses permitted in the CB zone of the Ordinance.**
MPC VOTE COUNT:	12-1-1
LOCATION:	Northeast side Cogdill Rd., southeast of Starkey Ln.
ACREAGE:	11.56 acres
DISTRICT:	Commission District 6
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	5/6/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011

APPLICANT'S ADDRESS:	Arthur G. Seymour, Jr. P.O. Box 39 Knoxville, TN 37901
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes, if sector plan amendment is adopted.
Consistent with Growth Plan?	Yes
TTCDA Approval?	Yes, approved June 6, 2011

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

FILE #: 6-B-11-RZ **AGENDA ITEM # 29**

6-A-11-SP **AGENDA DATE: 7/14/2011**

POSTPONEMENT(S): 6/9/11

APPLICANT: **PSC METALS, INC.**

OWNER(S): Vance Link

TAX ID NUMBER: 131 088

JURISDICTION: Commission District 6

LOCATION: **Northeast side Cogdill Rd., southeast of Starkey Ln.**

TRACT INFORMATION: **11.56 acres.**

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Cogdill Rd., a minor collector street with 26' 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 PLAN DESIGNATION/ZONING: **LI (Light Industrial) / RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay)**

PROPOSED PLAN DESIGNATION/ZONING: **HI (Heavy Industrial) / I (Industrial) /TO (Technology Overlay)**

EXISTING LAND USE: **Existing industrial use**

PROPOSED USE: **Automobile and metals salvage yard**

EXTENSION OF PLAN DESIGNATION/ZONING: No

HISTORY OF ZONING REQUESTS: None noted

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING

North: Construction equipment/trailer storage / LI / I (Industrial)/ TO (Technology Overlay)

South: Businesses / LI / PC (Planned Commercial) /TO

East: Averitt Express trucking / LI / PC-2 (Retail & Distribution Park) / TO-1 (Technology Overlay)

West: Cogdill Rd. - Warehouses / LI / CB (Business & Manufacturing)/ TO

NEIGHBORHOOD CONTEXT: This area is developed with commercial, light industrial and heavy industrial uses under PC, CB, I and OB zoning.

STAFF RECOMMENDATION:

- **ADOPT RESOLUTION #6-A-11-SP, amending the Northwest County Sector Plan to HI (Heavy Industrial) and recommend that Knox County Commission also adopt the sector plan amendment. (See attached resolution, Exhibit A.)**

  Several of the properties surrounding the subject parcel are used for heavy industrial type uses, under various zones. The property to the north is zoned Industrial. An industrial designation will allow the current and proposed use for a salvage yard. The site meets the locational criteria for the HI designation in the sector plan, as well as certain criteria for amending the sector plan. The heavy industrial designation must be approved in order to consider Industrial zoning for the site.

- **RECOMMEND that County Commission APPROVE I (Industrial) / TO (Technology Overlay) zoning, subject to one condition.**

  1. Uses listed under Industrial zoning shall be allowed, except those listed under Sections D. (Mining Related Uses) and F. (Waste Handling Uses) of Uses Permitted (5.61.02).

  Limited industrial zoning is appropriate for this site, given the area's mixed zoning pattern, and will bring the site's current and proposed use as a salvage yard into compliance. The proposal is an extension of zoning from the north and is compatible with surrounding land uses. The permitted uses identified as "mining related uses" and "waste handling uses", however, would not be appropriate at this location due to their potential negative impacts on the surrounding area, which includes some planned commercial, office and institutional development.

COMMENTS:

SECTOR PLAN REQUIREMENTS:
CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
NEW ROAD OR UTILITY IMPROVEMENTS:
No road or utility improvements have been made recently in the area, but Cogdill Rd is a minor collector street capable of handling the traffic generated from the proposed use of the site.
ERROR OR OMISSION IN CURRENT PLAN:
The current sector plan proposes light industrial uses for the area, which is not consistent with the current use of several of the surrounding properties for heavier industrial uses. The sector plan does not recognize the existing Industrial zoning to the north or some of the existing uses in the area.
CHANGES IN GOVERNMENT POLICY:
The recommended HI designation will bring the plan designation into consistency with the current and proposed use for this site and surrounding uses.
CHANGE IN DEVELOPMENT, POPULATION OR TRAFFIC TRENDS:
Some development in the area could be classified as heavy industrial uses. Historically, manufacturing, warehousing and assembling uses have been located in this area. Some of the sites in the area probably should be designated HI on the sector plan.

REZONING REQUIREMENTS:
NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY:
1. The applicant proposes to improve the site for continued use as a salvage yard, but by a different operator. The proposed I zoning would bring the current and proposed use into compliance with zoning.
2. The proposal is an extension of zoning from the north and is compatible with surrounding land uses. Several of the surrounding land uses may be more compliant with zoning if zoned Industrial.
3. A salvage yard type business is already in operation at the site, so the impact of this zoning change should be minimal.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE:
1. Industrial zoning provides areas in which the principal use of land is for manufacturing, assembling, fabrication and for warehousing and other uses which have heavy impacts and adverse effects on surrounding property. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation routes. Such uses are not properly associated with, nor compatible with residential, institutional and retail commercial uses. In this case, however, the list of permitted uses should be limited because of the negative impact that mining

related and waste handling uses could have on the area's mixed development pattern.
2. Based on the above description of the requested zoning, the subject property is appropriate for the requested Industrial zoning.

THE EFFECTS OF THIS PROPOSAL
1. Public water and sewer utilities are available to the site.
2. The proposal would have no impact on schools and a minimal impact on streets. The proposed zoning is appropriate for the current and proposed use of the property.
3. There will be a minimal impact on surrounding properties, as the basic use will not change.
4. The applicant will be required to submit a development plan for use on review approval by MPC prior to making site improvements. During this review, issues such as traffic circulation, landscaping, access and other development concerns may be addressed. This will also provide the opportunity for public comments at MPC's public meeting.
5. All new development is subject to review and approval of a development plan by MPC, as well as the Tennessee Technology Corridor Development Authority (TTCDA), since it is located in the TO overlay.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. With the recommended plan amendment to HI (Heavy Industrial), Industrial zoning as conditioned, is consistent with the Northwest County Sector Plan.
2. This site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of Industrial zoning for this site could lead to future similar requests in the area, which would also require sector plan amendments.
4. During the next update of the Northeast County Sector Plan, this area should be evaluated to determine if the current LI (Light Industrial) plan designation is still appropriate, or if certain areas should be redesignated for heavy industrial uses.
5. Because of the property's location within the TO (Technology Overlay), the TTCDA will need to approve a Certificate of Appropriateness for this rezoning from the TTCDA. This was approved, as requested by the applicant by TTCDA on Mon., June 6, 2011 (6-A-11-TOR)..

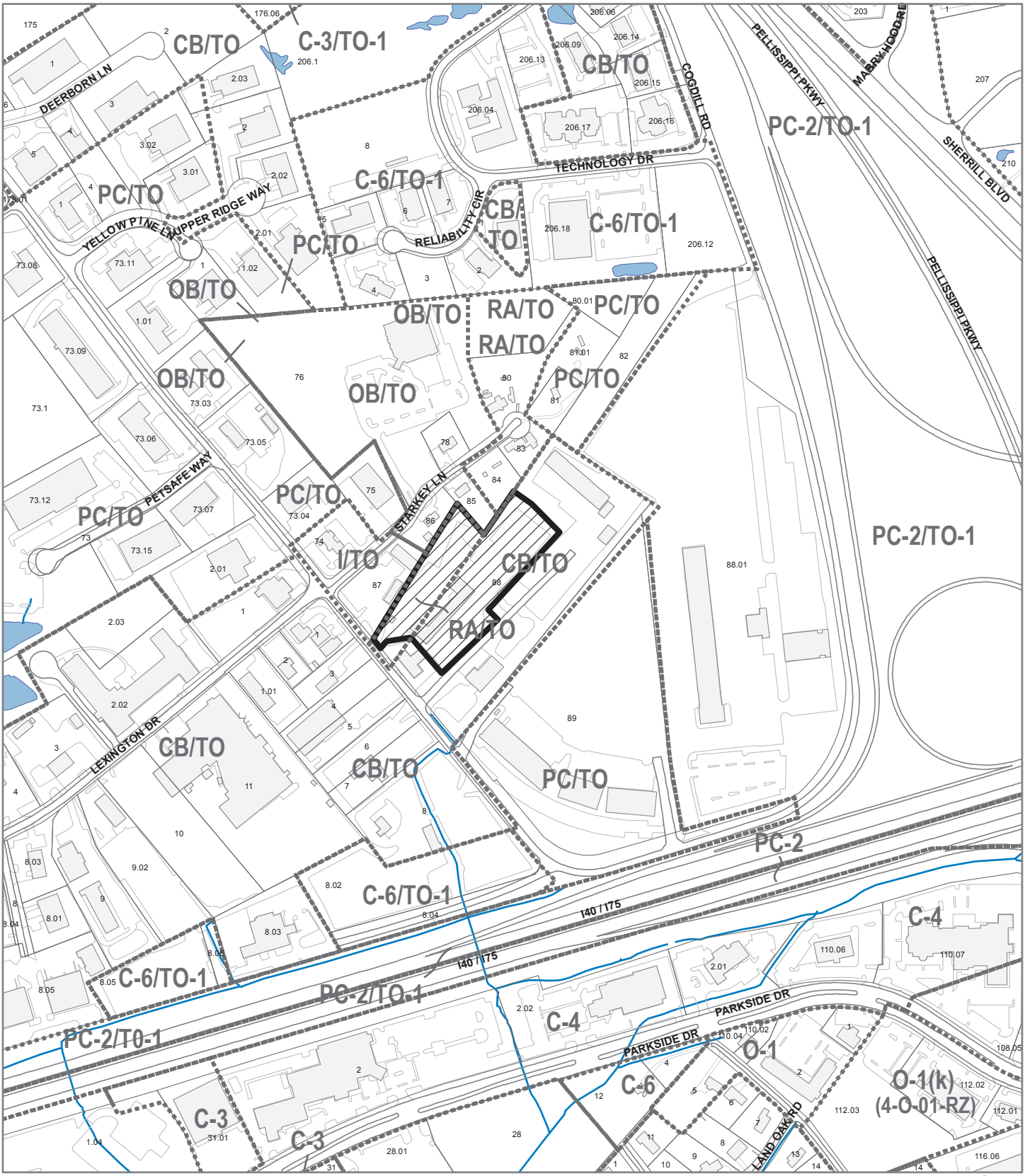
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. New law provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. 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.



6-B-11-RZ - MPC RECOMMENDATION
REZONING

From: RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay)

To: I (k) (Industrial) /TO (Technology Overlay)

Petitioner: PSC Metals, Inc.

Map No: 131

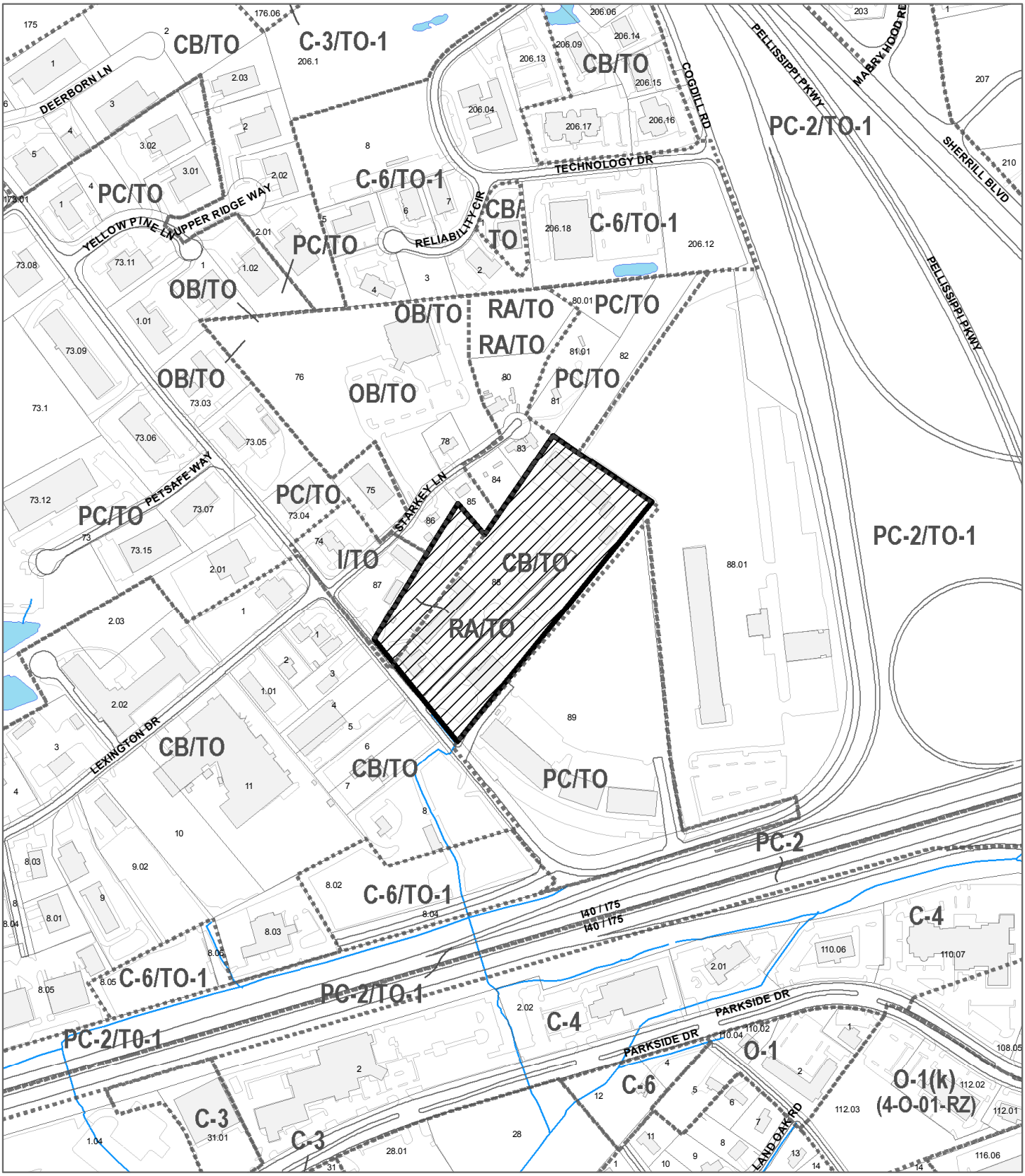
Jurisdiction: County

0 500 Feet

N

Original Print Date: 7/28/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*



6-B-11-RZ
REZONING

From: RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay)
To: I (Industrial) /TO (Technology Overlay)

Petitioner: PSC Metals, Inc.

Map No: 131
Jurisdiction: County

0 500
Feet

N

Original Print Date: 5/19/2011 Revised:
*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

From: Garey Rittenhouse – PSC Metals Inc.

To: Arthur Seymour, Jr.

Date: 06/09/2011

Re: Draft Plan of Operations for Proposed PSC Metals Facility on Cogdill Road

Scope of Activity:
PSC Metals will engage in the purchase and consolidation of ferrous and non-ferrous scrap metals for later resale to end consumers of such materials. In doing so, PSC Metals will purchase scrap metals from the general public, smaller scrap metal dealers, and manufacturers within a reasonable distance of the Cogdill Road property. Examples of the material types purchased are listed below.

Ferrous Scrap Grades	Non-Ferrous Scrap Grades
Steel castings	Copper
Steel turnings	Aluminum
Steel sheet	Stainless Steel
Steel plate	Titanium
Heavy Solids	Nickel

Upon purchase and delivery to the Cogdill Road property, these material grades will be sorted by material type and consolidated for shipment to one of PSC's two other processing locations within the Knoxville metropolitan area. Ferrous products will be sent to our shredding facility located within Forks of the River industrial park. Non-ferrous products will be sent to our location on Central Street for processing.

Initial material sorting and processing will occur at the Cogdill Road property. For ferrous materials, processing will be done using equipment such as mobile shear, mobile logger, and mobile magnetic crane. Ferrous material will be loaded into roll-off containers and dump trailers for transport. For non-ferrous grades, most material will be sorted into roll-off containers and dump trailers shortly after purchase. In some cases, lighter weight or bulky sheet grades of aluminum and/or copper will be compacted via the use of a baler which will be located inside of the existing warehouse.

PSC's practice would be to have purchased material processed and transferred from the Cogdill Road location in a expeditious manner consistent with good business practices.

Abatement Activities:
It is PSC's intent and interest to be a good neighbor to all persons, businesses, and governmental agencies residing near the Cogdill Road property. In pursuit of doing so, PSC will engage in the following activities to assure such regard with our neighbors.

Noise:
PSC does not anticipate an increase in noise levels from current levels. It is possible that the level of noise produced as a result of daily operations may decrease as higher efficiency loading equipment is utilized and the unloading and loading areas are refined.

Dust:
The present property is primarily composed of a gravel surface material. As seasonally required, PSC may utilize environmentally permissible dust control techniques to assure that the generation of dust is kept to a minimum. These measures may include the addition of gravel and/or small stone materials, application of water, or the alteration of traffic flow patterns within the confines of the property.

Lighting:
PSC does not currently purchase or process scrap metals during non day light hours and thus does not require substantial lighting during or after our hours of operation. For security purposes, lighting may be engaged to assure the safety of the facility and/or inventory. As such, lighting if engaged would encompass the areas surrounding structures and areas of inventory storage. We do not envision any such lighting being of intensity or location as to cause concern with residents or businesses adjoining the properties.

Visibility:
It is PSC's intent to provide adequate screening of the property to assure that the property has a visually appealing presence within the community. Such screening will be in the form of opaque fencing as required under applicable ordinances, natural vegetation, and/or planned landscaping.

Hours of Operation:
PSC's initial planned hours of operation, subject to reasonable modifications, are:

Monday - Friday	7:30am - 4:00pm
Saturday	7:30am - 12:00pm
Sunday	Closed

Traffic Level & Flow:
Cogdill Road is planned as the means of ingress and egress for the property. The traffic flow pattern as specified on the site plan is designed to eliminate the potential of vehicles being congested at the entry and exit point of the property. Sufficient space exists within the confines of the property to allow us to reconfigure the traffic flow patterns as required to assure that traffic does not create a congestion area on Cogdill Road. Based on the present operation there are 50 + customers per day. That will fluctuate with the seasons and market conditions.

Security:
The facility will be secured via a perimeter fencing of the property, lighting, video surveillance, and the use of automated security systems. The security systems may include motion sensors, pressure plates, and heat sensors.

Environmental Compliance:
It is PSC's intent and mandate to be compliant with all applicable federal, state, and local environmental regulations and policies. As such, we have a staff of environmental engineers and compliance personnel that work collectively with officials from all levels of government to assure our compliance. With regard to the Cogdill Road property, we will evaluate the controls and compliance measures required for said property with the assistance of all associated levels of government agencies.

689

Legend of Symbols & Abbreviations

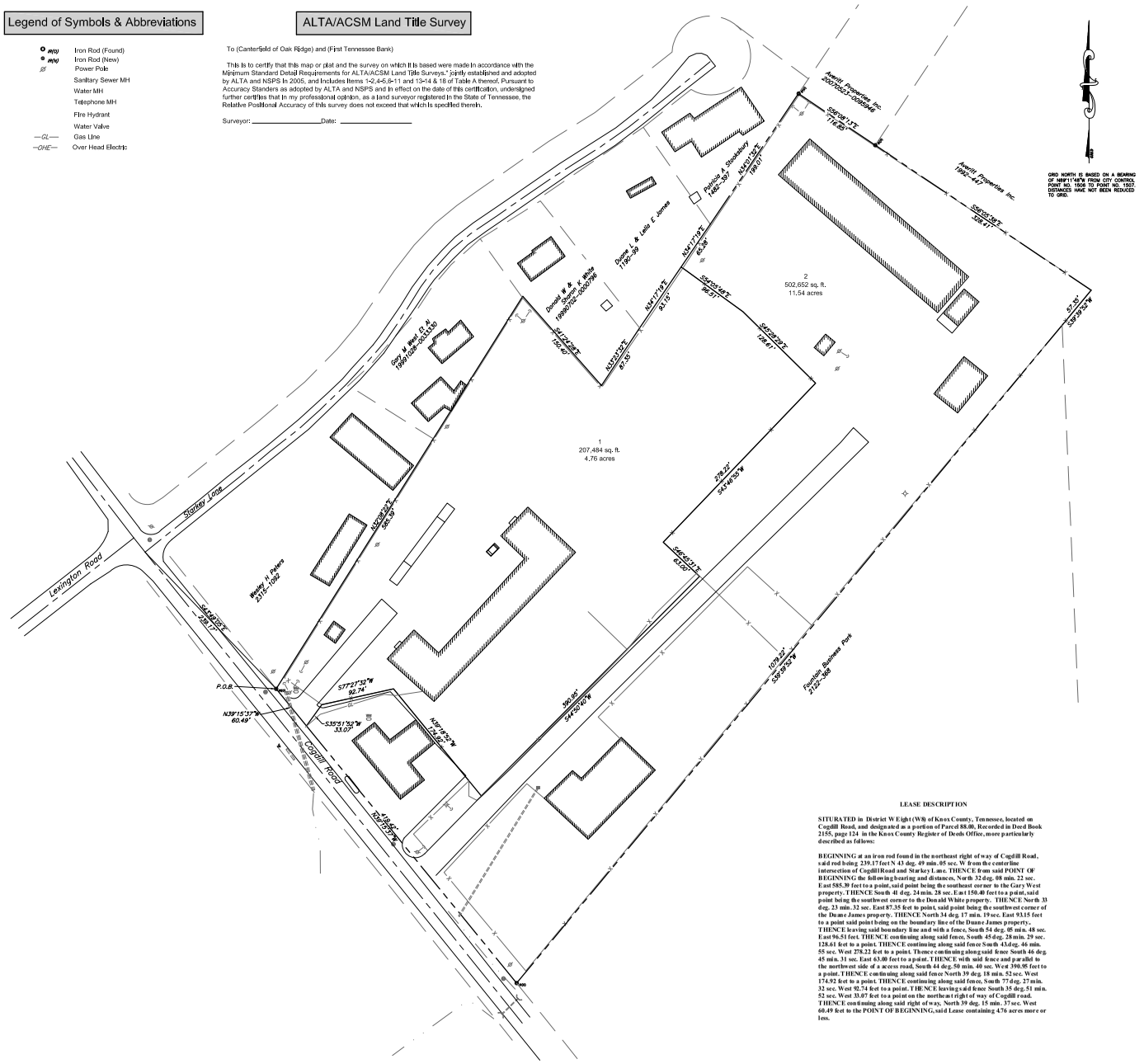
- ⊙ m(s) Iron Rod (Found)
- ● m(n) Iron Rod (New)
- ø Power Pole
- Sanitary Sewer MH
- Water MH
- Telephone MH
- Fire Hydrant
- Water Valve
- —GL— Gas Line
- —OHE— Over Head Electric

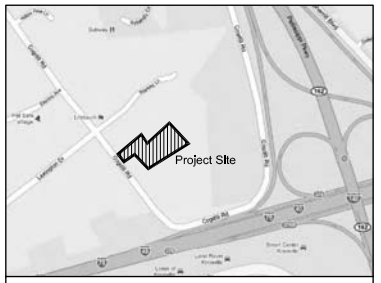
ALTA/ACSM Land Title Survey

To (Canterfield of Oak Ridge) and (First Tennessee Bank)

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1-2,4-5,6-11 and 13-14 & 18 of Table A thereof. Pursuant to Accuracy Standers as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Tennessee, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Surveyor: _____ Date: _____





Location Map (N.T.S.)

60 30 0 60 120
1" = 60'

Table A Items

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property,unless already marked or referenced an existing monument or witness to the corner. (see "Legend of Symbols & Abbreviations").
2. Vicinity Map Shown
3. N/A
4. Lot contains (PARCEL 500.01) 4.41 ACRES
5. N/A
6. Property Is zoned R-4 (High Density Residential)
   Setbacks: Front = 25'
   Side = 12' (+5' per floor over 2 floors, Max 50')
   Rear = 12' (+10' per floor over 2 floors Max 50')
7. (a) (1) exterior footprint of all buildings at ground level.
8. Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc (shown on drawing).
9. N/A
10. N/A
11. Location of utilities (representative examples of which are shown below) existing on or serving the surveyed property as determined by: (a) Observed evidence
12. N/A
13. Names of adjoining owners are shown on drawing.
14. The distance to the nearest intersection street.
15. N/A
16. N/A
17. N/A
18. Observable evidence of site use as a solid waste dump, sump or sanitary landfill.

Notes:

1. Information shown on this drawing illustrates the existing conditions on 6-20-11
2. Property Location/Owner
   TMC Properties
   Map 131, Parcel 088.00
   10319 Cogdill Rd
   Knoxville , Tennessee 37930
3. Survey Requested By:
   PCS Metals INC
   5205 National Drive
   Knoxville, TN 37914
   Phone: 865 202-5952
   Fax: 865 974-794-9443
4. Property Reference
   WDB. 2155, Pg. 124
   Map 131, Parcel 088.00

LEASE DESCRIPTION

SITURATED in District W Eight (W8) of Knox County, Tennessee, located on Cogdill Road, and designated as a portion of Parcel 88.00, Recorded in Deed Book 2155, page 124 in the Knox County Register of Deeds Office, more particularly described as follows:

BEGINNING at an iron rod found in the northeast right of way of Cogdill Road, said rod being 239.17 feet N 43 deg. 49 min. 05 sec. W from the centerline intersection of Cogdill Road and Starkey Lane. THENCE from said POINT OF BEGINNING the following bearing and distances, North 32 deg. 08 min. 22 sec. East 585.39 feet to a point, said point being the southeast corner to the Gary West property. THENCE South 41 deg. 24 min. 28 sec. East 150.40 feet to a point, said point being the southwest corner to the Donald White property. THENCE North 33 deg. 23 min. 32 sec. East 87.35 feet to point, said point being the southwest corner of the Duane James property. THENCE North 34 deg. 17 min. 19 sec. East 93.15 feet to a point said point being on the boundary line of the Duane James property. THENCE leaving said boundary line and with a fence, South 54 deg. 05 min. 48 sec. East 96.51 feet. THENCE continuing along said fence, South 45 deg. 28 min. 29 sec. 128.61 feet to a point. THENCE continuing along said fence South 43 deg. 46 min. 55 sec. West 278.22 feet to a point. Thence continuing along said fence South 46 deg. 45 min. 31 sec. East 63.00 feet to a point. THENCE with said fence and parallel to the northwest side of a access road, South 44 deg. 50 min. 40 sec. West 390.95 feet to a point. THENCE continuing along said fence North 39 deg. 18 min. 52 sec. West 174.92 feet to a point. THENCE continuing along said fence, South 77 deg. 27 min. 32 sec. West 92.74 feet to a point. THENCE leaving said fence South 35 deg. 51 min. 52 sec. West 33.07 feet to a point on the northeast right of way of Cogdill road. THENCE continuing along said right of way, North 39 deg. 15 min. 37 sec. West 60.49 feet to the POINT OF BEGINNING, said Lease containing 4.76 acres more or less.

I hereby certify that this is a category 1 survey and the ratio of the precision of the unadjusted survey is 1:15,000 as shown hereon.

LAND DEVELOPMENT SOLUTIONS
310 SIMMONS RD., SUITE K-KNOXVILLE, TENNESSEE 37922
PH: 865-671-2281

Project: Cogdill Road Feeder Yard
10319 Cogdill Road
PSC Metals, Inc.
Knoxville, Tennessee

Drawing Description: ALTA SURVEY

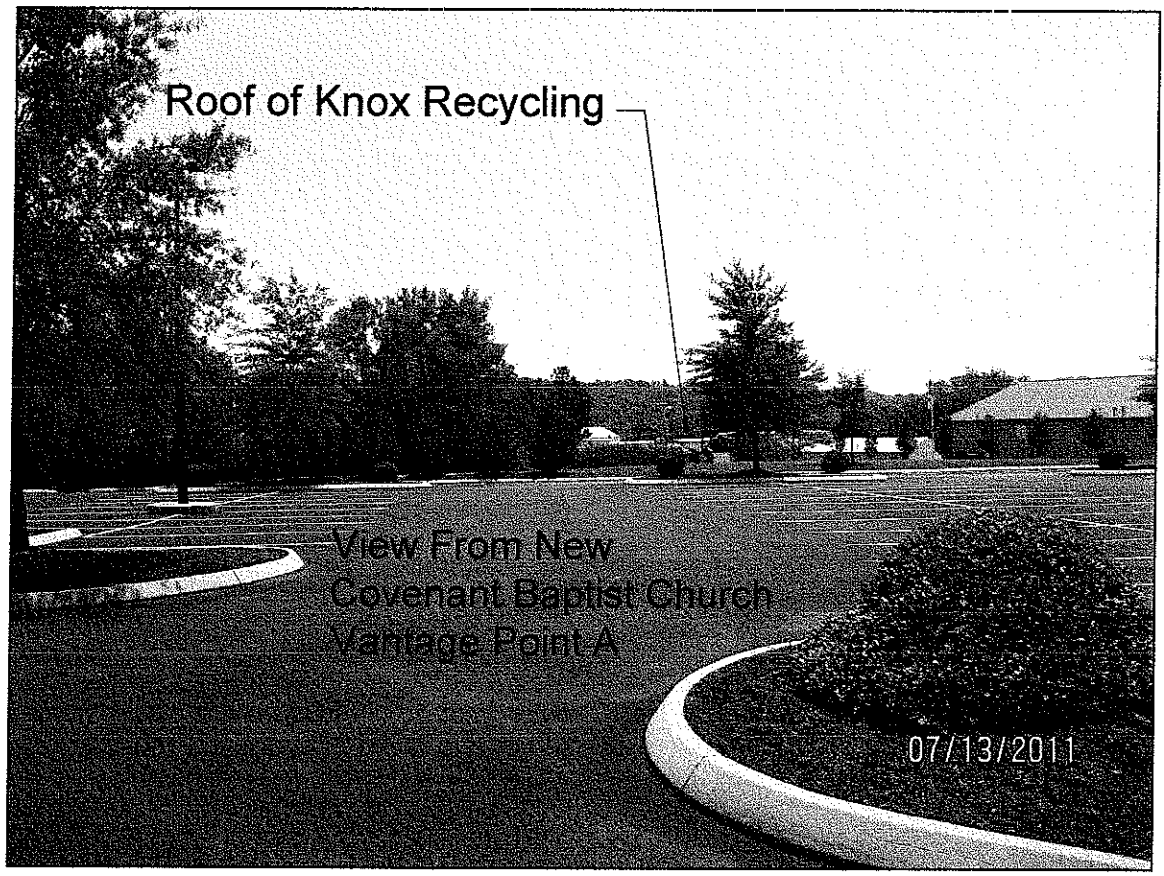
No.	Date

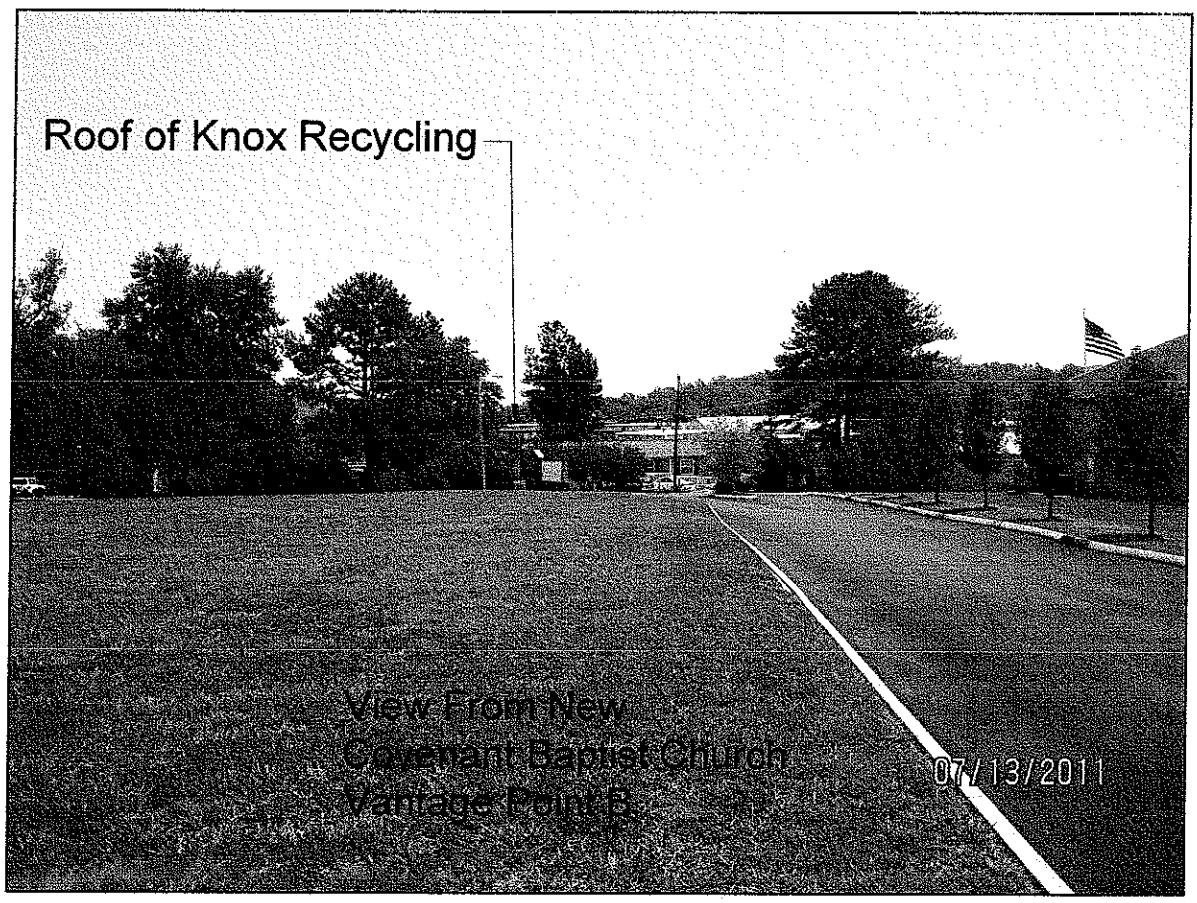
Drawn By	EDM
Checked	
Approved	
Job No.	21—
1"=60' Scale	6-21-11 Date

SUR-1
Sheet No.

X:\Lori\Cogdill Road\dwg\ Cogdill Road Prelim Survey.dwg Jun 21, 2011 - 3:01pm emiller - LDS Copyright 2011

#29





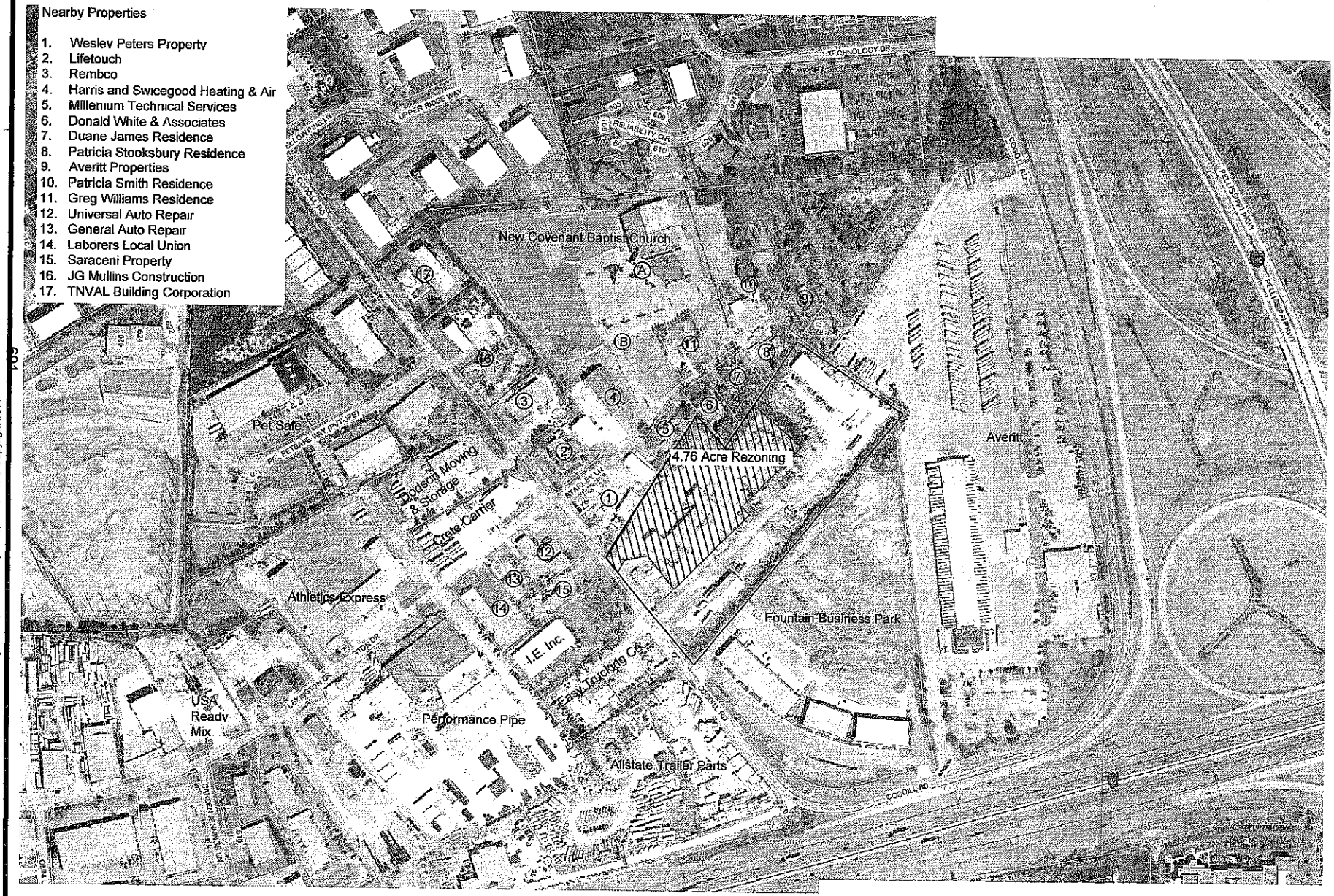
X:\Lori\Cogdill Road\dwg\ Cogdill Road Prelim.dwg Jul 14, 2011 - 9:11am msprinkle - LDS Copyright 2008

LAND DEVELOPMENT SOLUTIONS
310 SIMMONS RD , SUITE K KNOXVILLE TENNESSEE 37922
PH: 865-671-2281

Project:
PSC Cogdill Feeder Yard
View from New Covenant Church
690 Knoxville, Tennessee

Drawn By	
Checked	
Approved	
Job No.	
Scale: N T S	Sheet No 1
Date: 7-13-11	

#29



X:\Lon\Cogdill Road\dwg\ Cogdill Road Prelim.dwg Jul 13, 2011 - 5:39pm msprinkle - LDS Copyright 2011

Project:	PSC Cogdill Feeder Yard
	10319 Cogdill Road Knoxville, Tennessee
	LAND DEVELOPMENT SOLUTIONS
	310 SIMMONS RD. SUITE K - KNOXVILLE, TENNESSEE 37922 PH. 865-671-2281
Drawing Description:	Site Aerial
No. / Date / Revision	
	NOT FOR CONSTRUCTION
Drawn By	
Checked	
Approved	
Job No.	–
N.T.S. Scale	7-13-11 Date
AER-1 Sheet No.	

6-B-11-RZ_6-A-11-SP_cor_Brabson

WORSHIP COMPLEX
10319 Starkey Lane
Knoxville, TN 37932

TELEPHONE
865-671-3370 (Church)
865-966-2072 (Fax)

NEW COVENANT BAPTIST CHURCH

"Total Family Ministry"

MAILING ADDRESS
P. O. Box 22847
Knoxville, TN 37933

E-MAIL & WEBSITE ADDRESS
ncbc2@aol.com
www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

RECEIVED
JUL 11 2011
METROPOLITAN
PLANNING COMMISSION

July 7, 2011

Laura Cole
City-County Building
400 Main St Ste 403
Knoxville TN 37902

Re: Petition Opposing Rezoning Request for 10319 Cogdill Rd, Knoxville, TN

Dear Ms. Cole:

On behalf of the parishioners of the New Covenant Baptist Church, I have been made aware that the above mentioned company has purchased property near our property and has requested a zoning change from Residential/Commercial Business to Heavy Industrial. We strongly feel a zoning change of this magnitude will have a negative impact on our church's worship services and other activities that take place at the church, as well as cause the value of our property to depreciate.

I, along with the Church's Building Over-site team understand that the Metropolitan Planning Commission (MPC) has rescheduled a meeting to take place on July 14 to hear further discussions regarding this matter. We, the members of New Covenant Baptist Church, would like to be able to address our opposition to the proposed plans on that date.

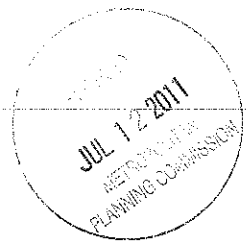
If you would like to further discuss this matter please give me a call at 865.671.3370, ext. 100.

Sincerely,

Fredrick E. Brabson, Sr.
Senior Pastor

Laura Cole

From: Michele Daniel - Personal <Michele_Daniel@comcast net>
To: ncbc2@aol com
Subject: RE: Message from Pastor Brabson - Petition Opposing Rezoning Request
Date: Mon Jul 11 2011 12:20 pm



-----Original Message-----
From: ncbc2@aol.com
Sent: Friday, July 08, 2011 2:34 PM
To: steven.jones@knoxschools.org
Subject: Message from Pastor Brabson - Petition Opposing Rezoning Request

==========

PETITION OPPOSING REZONING REQUEST FOR 10319 COGDILL ROAD

The undersigned members of New Covenant Baptist Church oppose the request by PSC Metals, Inc., to rezone the property located at 10319 Cogdill Road from light industrial to heavy industrial (MPC file numbers 6-A-11-SP and 6-B-11-RZ) The property is directly across the street from the church and rezoning for the heavy industrial use of metal recycling will severaly damage the use of the church property by causing excessive amounts of noise noxious fumes, unsightly raw material and equipment and heavy industrial traffic

I am unable to meet and physically sign this petition Please use this e-mail as an electronic signature in support of the Zoning Petition in regards to New Covenant Baptist Church

Electronic Signature
___Michele R Daniel_____

Name: Michele R. Daniel
Address: 9000 Carlton Circle
City: Knoxville
State:TN
Zip: 37922
Phone: 865-661-3171

Please contact me if there are any questions in regards my signature

=

Laura Cole

161 total signatures

RECEIVED
JUL 12 2011
METROPOLITAN
PLANNING COMMISSION

PETITION OPPOSING REZONING REQUEST FOR 10319 COGDILL ROAD

The undersigned members of New Covenant Baptist Church oppose the request by PSC Metals, Inc., to rezone the property located at 10319 Cogdill Road from light industrial to heavy industrial (MPC file numbers 6-A-11-SP and 6-B-11-RZ). The property is directly across the street from the church and rezoning for the heavy industrial use of metal recycling will severely damage the use of the church property by causing excessive amounts of noise, noxious fumes, unsightly raw material and equipment, and heavy industrial traffic.

Signature
Printed Name: Frederick L. Brabson Sr
Address: 508 Treyburn Dr
Knoxville, TN 37934
Date: 6/26/2001

Signature
Printed Name: Delores Brabson
Address: 508 Treyburn Dr
Knoxville, TN 37934
Date: 6/26/11

Jacqueline P. Hinton
Signature
Printed Name: Jacqueline P. Hinton
Address: 868 Sky Blue Dr
Knoxville, TN 37923
Date: 6-26-11

Julia McGlown
Signature
Printed Name: Julia McGlown
Address: 2753 Silicon Valley Way
Knoxville, TN 37931
Date: 6/26/11

Signature
Printed Name: Yvonne Cox
Address: 12000 Walkingham Dr
Knoxville, TN 37934
Date: 6/26/11

Felicia Stephens
Signature
Printed Name: Felicia Stephens
Address: 8411 Ivy Falls Way Apt 1823
Knoxville TN 37923
Date: 6/26/11

Zandra Mills
Signature
Printed Name: Zandra Mills
Address: 7605 Hawthorne Dr
Knoxville, TN 37919
Date: 6/26/11

Carigiouse Cippen
Signature
Printed Name: Carigiouse Cippen
Address: 810 Paxton Dr.
Knoxville, TN 37918
Date: 6/26/11

541450v1
006942\00001

#29

WORSHIP COMPLEX
10319 Starkey Lane
Knoxville, TN 37932

TELEPHONE
865-671-3370 (Church)
865-966-2072 (Fax)

NEW COVENANT BAPTIST CHURCH
"Total Family Ministry"

MAILING ADDRESS
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Knoxville, TN 37933

E-MAIL & WEBSITE ADDRESS
ncbc2@aol.com
www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

July 14, 2011

To: Metropolitan Planning Commission (MPC)

From: New Covenant Baptist Church Membership

Subject: Objections to Rezoning of PSC Metals

As the Senior Pastor of the New Covenant Baptist, I am here to represent the entire congregation in our opposition to this proposed rezoning of PSC Metals to Heavy Industrial (HI). New Covenant, a member of the Southern Baptist Convention and the National Baptist Convention, has a 15-acre site located on 10319 Starkey Lane just north of PCS Metals. Our current community consists of our church, residential homes, small businesses, educational institutions, and light industries. As a church we strongly object to the proposed re-zoning by presenting to the MPC a signed petition, previous correspondence and the following reasons for our objection.

1. Rezoning the property to Heavy Industry would allow the use of much larger and noisier machines, which would be utilized to cut; shear; and process the larger metal materials which would greatly increase the processing noise and vibrations used in processing large volume metal scrap materials.

2. Rezoning the property to Heavy Industry has the potential to allow heavy hauling trucks and other vehicles to be used to deliver much larger scrap metal material which would greatly increase the traffic and associated vehicle and processing noises. Such increases in noise would be disruptive to our worship services and church activities during the day and evenings.

3. A metal scrap yard is not consistent with historical growth and development in the area.

   a. Only two parcels are currently zoned Heavy Industrial and neither of those business functions actually requires Heavy Industrial zoning.

   b. This area is in the Technology Corridor and heavy industrial is not consistent with the planned growth in and for the area.

   c. Growth in the area has been toward commercial business or light industrial, not heavy industrial.

4. Rezoning the property to Heavy Industry would facilitate the operations of transporting in heavy soiled and contaminated materials that may have been used for other heavy industrial manufacturing processes. This greatly increases the potential for environmental contamination and potential health concerns by spreading contamination to the local environment including soil, streams, air, and ground water qualities.

5. A metal scrap yard is a violation of the current requirements.

   a. Based on the MPC Plan Amendment/Rezoning Report the current use is not in compliance with zoning restrictions. The planned rezoning is an effort to correct an operation that is out of compliance.

   b. The report further states that "Industrial zoning provides areas in which the principal use of land is for manufacturing, assembling, fabrication and for warehousing and other uses **which have heavy impacts and adverse effects** on surrounding property." The report goes on to say that "Such uses are not properly associated with, nor compatible with residential, institutional and retail commercial uses." The uses that are not compatible with the proposed zoning comprise most of the residents of Starkey Lane, adjacent property.

   c. The report further states that "Approval of Industrial zoning for this site could lead to future similar requests in the area, which would also require sector plan amendments." If the proposed change is consistent with planned and historical growth for the area why would a sector plant amendment be required to allow the addition of similar businesses? It is the position of New Covenant Baptist Church that the proposed use of property, the sector plan amendment and rezoning request are NOT consistent with planned growth for the area and should be denied.

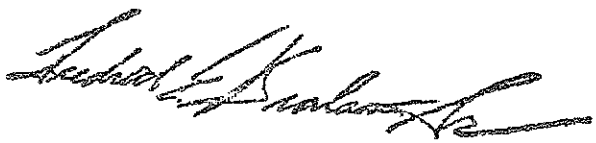
6. Rezoning the property to Heavy Industry would promote the growth of other large scale industries that utilize similar processes that would increase the noise and heavy vehicle traffic in the future by a multiple factor. This increase would negatively impact the current church activities and the activities of other organization in the immediate area.

7. Rezoning the property to Heavy Industry would allow and attract other large scale industries that would cause a potential decrease in the current environment. The results could have a high probability in becoming a distraction to the continued growth of our church membership and endanger the continued growth of this $3.2 million dollar investment which currently serves the entire Knoxville community. This current investment is only the first phase of 5 major expansion phases that are planned for this 15 acre church campus.

8. Restricting the zoning of the current location of PSC would ensure and protect the continued growth and successful operations of all of the currently successful businesses, civic organizations, and the New Covenant Baptist Church that are currently thriving in this peaceful and well maintained West Knoxville environment.

The listed concerns presented by the New Covenant Baptist Church are equally shared by the majority of residential home owners, business owners and Light Industry establishments currently thriving and successfully operating in this area.

Respectfully,



Fredrick E. Brabson Sr.
Senior Pastor
New Covenant Baptist Church

#29

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Knoxville, TN 37932

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ncbc2@aol.com
www.newcovenantbc.com

Fredrick E. Brabson, Sr., Pastor
Julia McGlown, Ministry Assistant

July 7, 2011

Robert Anders
Chairman, Metropolitan Planning Commission
Holston Gases, Inc.
222 Council Place
Knoxville, TN 37920

Re: Petition Opposing Rezoning Request for 10319 Cogdill Rd, Knoxville, TN

Dear Mr. Anders:

On behalf of the parishioners of the New Covenant Baptist Church, I have been made aware that the above mentioned company has purchased property near our property and has requested a zoning change from Residential/Commercial Business to Heavy Industrial. We strongly feel a zoning change of this magnitude will have a negative impact on our church's worship services and other activities that take place at the church, as well as cause the value of our property to depreciate.

I, along with the Church's Building Over-site team understand that the Metropolitan Planning Commission (MPC) has rescheduled a meeting to take place on July 14 to hear further discussions regarding this matter. We, the members of New Covenant Baptist Church, would like to be able to address our opposition to the proposed plans on that date.

If you would like to further discuss this matter please give me a call at 865.671.3370, ext. 100.

Sincerely,

Fredrick E. Brabson, Sr.
Senior Pastor

Gmail by Google

Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Opposition to rezoning and plan amendment PSC Metals

1 message

Mark Donaldson <mark.donaldson@knoxmpc.org> **Tue, Jun 7, 2011 at 2:50 PM**
To: Buz Johnson <buz.johnson@knoxmpc.org>, Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Mike Brusseau <mike.brusseau@knoxmpc.org>, Dan Kelly <dan.kelly@knoxmpc.org>

---------- Forwarded message ----------
From: **Donald White** <whiteappraisals@att.net>
Date: Tue, Jun 7, 2011 at 12:48 PM
Subject: Opposition to rezoning and plan amendment PSC Metals
To: mark.donaldson@knoxmpc.org

I am opposed to the approval of the following proposals:

23. PSC METALS, INC.
Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6.

a. Northwest County Sector Plan Amendment 6-A-11-SP
From LI (Light Industrial) to HI (Heavy Industrial).
b. Rezoning 6-B-11-RZ
From RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay)

The staff recommendation had a substantial factual error. It indicated that the surrounding properties were already used for light industrial and related uses. Starkey Lane has several businesses, including mine. I am a real estate appraiser, that abuts the property. The property next door to mine is a single family residence. The other property adjacent to mine on Starkey Lane is a telecommunications company. We are already being adversely affected by the current use of the property. I have registered a complaint with the code enforcement office for Knox County. The property is currently used for scrap metal and demolishing automobiles. They are noisy. In addition, one of their heavy machines cut an electrical line and caused us to lose power for half a day. It required additional time for our computers to reboot. in addition to the data lost.

I am not able to attend the MPC Commission meeting since I will be out of town when the meeting is held. I have contacted each of the MPC commissioners by e-mail to register my opposition and the reasons therefor. The verbage for heavy industrial use says something to the effect that the permitted uses will have adverse impact on adjacent properties.

Please review the staff recommendation carefully, in light of the proposed zoning, and I think you will see that the properties on Starkey Lane will be adversely impacted.

I am requesting that the MPC commissioners delay, postpone, or deny approval to these two changes.

Thank you for your attention to my concerns.

Donald W. White, MAI, SRA, CG-155

From: Gary West [mailto:gary.west-mts@att.net]
Sent: Friday, July 15, 2011 10:02 AM
To: 'ajseymour@fmslip.com'
Subject: PSC Metals, Inc.

Arthur,

After the MPC meeting yesterday it has become apparent that we need to get PSC metals in their new location on Cogdill road as soon as possible. I can't speak for everyone on Starkey Lane, but PSC will be a much better neighbor than the current tenant. I would still like to meet with a representative from PSC to discuss their proposed operation. If you have any questions, please do not hesitate to contact me.

Regards,

Gary M West
Executive VP & CFO
Millennium Technical Services, Inc.
10316 Starkey Lane
Knoxville, TN 37932
W: 865-671-9481 ext.14
C: 865-300-8457

--

Dan Kelly
MPC, Development Services Manager
(865) 215-2500

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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

29. PSC METALS, INC.
Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6.
a. Northwest County Sector Plan Amendment **6-A-11-SP**
From LI (Light Industrial) to HI (Heavy Industrial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #6-A-11-SP, amending the Northwest County Sector Plan to HI (Heavy Industrial) and recommend that Knox County Commission also adopt the sector plan amendment

CHAIR ROBERT ANDERS RECUSED FROM DISCUSSION OR VOTING ON THIS ITEM. VICE CHAIR REBECCA LONGMIRE CHAIRED THE MEETING FOR THIS CASE.

(Rusty Baksa handed out materials during the introduction.)

Arthur Seymour, Jr., on behalf of the applicant. 550 W Main Street

Longmire: I would like to remind you that each party has five minutes so if there is more than one group in opposition, please remember that you need to divide that time. Is there any opposition?

Frederick Brabson, Senior Pastor of New Covenant Baptist Church
Donald White, I am a property owner on Starkey Lane which abuts this property and I am in opposition to it.
Gary West, I also own property on Starkey Lane that backs up to the planned.

John King, I will be speaking on this matter and will make it very brief.
Greg Williams, own property on Starkey Lane also.

Arthur Seymour, Jr., I am here on behalf of the applicant. Also here with me is Gray Rittenhouse with PSC Metals, Rusty Baksa who is our engineer and Vance Link who represents the Julian Link family which owns the property. This is an application of PSC Metals to rezone property on Cogdill Road for a metal collection yard. Let me explain who PSC is. They are a national company basically in the recycle metal business with a large presence in Knoxville. They recycle shred metal, both ferrous and non ferrous. It has its major facility on National Drive where it recently opened a new crusher and closed one on Central Avenue, National Drive being in the Forks of the River. It seeks to use this property to collect metals- cans, aluminum, steel, etc. which it would then transport to the Forks of the River for processing. There would be no shredding or stamping there. There would simply be a collection point for metals for contractors and other people to bring in. The zoning ordinance of Knox County requires that this activity take place in an industrial zone. The present operation, there is a metals collection facility on the site, is operated by Metal Solutions LLC and they operate on about 4.7 acres and that is what PSC is seeking to acquire by lease from the Julian Link family. If approved today, and I might add there are three other approvals that PSC must obtain before it can do this, it will acquire the business of Metal Solutions and operate a collection yard here. It will make changes to what is going on at the present site. Attached to your staff report is a draft plan of operations which has been submitted to the MPC staff. That will be part of any use on review if this is approved. There have been concerns about several items. One PSC is not the present operator on the site. It will only operate if it is in full compliance with all the laws local, state, and federal. If it operates the site and has approvals necessary, I might point out that PSC as a national company has a full time environmental staff that works on issues, air, pollution, water pollution, noise, etc. If it gets it approval it will ensure that the yard is screened and this will be opaque fencing around the yard. It will be landscaped and it will not be visible except at the entrance on Cogdill Road during opening hours. There will be no fumes from PSC's operation. There will be little noise. The hours of operation will be set. They will be basically 7 to 4 o'clock, Monday through Friday and Saturday morning for a couple of hours. Material will be brought to the site by individuals and contractors. It will be placed in trailers and containers and boxes and when these are filled, it will be transported by PSC to its major facility at the Forks of the River for processing and shredding and then sold for reuse. A lot of it is used by local industries. Aluminum cans that are collected there go into the Alcoa facility where they are remade into sheet aluminum. Lot of the metals, the steel goes to AmeriSteel on Tennessee Avenue where it goes back into the smelter and comes back out and is steel again and reused. These type of yards in PSC's business ensure that metals are reused rather than going into landfills or on the side of our roads. It is a green business. As I mentioned, if MPC makes a recommendation to approve this zoning, there are three other steps PSC must go through. Longmire: Mr. Seymour you have 10 seconds. Seymour: One zoning goes to County Commission. It cannot operate without a use on review approval from this body and it must go to Tennessee Tech Corridor Development Authority for approval there. This is just the first step

on the way. We ask you to approve this. I was going to ask for rebuttal for additional time, but I apparently do not have any.

Longmire: I would remind the gentlemen that are in opposition there is a total of 5 minutes for opposition which seems to me about 1 minute per person. You don't need to repeat what anyone else has said. I am going to hold you to those one minute times. Mr. King can you do one minute on anything?

John King: I seriously doubt it. I would hope that if I run over that I could get somebody to agree to grant me additional time. I am John King, P.O. Box 2425, Knoxville, TN, 37901. I represent the owners of Fountain Business Park that is the property to the south of the proposed site. I do not represent the New Covenant Church or any of the property owners who identified themselves as being an interest to it border this site on the north side. From the standpoint of my client, first of all we have had some meetings and discussion with the applicant and representatives. From the standpoint of my client, if this property is to be rezoned our preferred is that only the portion of the proposed site to be rezoned is the leased portion only. The currently application is for the entirety of the site which is about 12 acres. The leased portion is about 4.7 acres. We are saying that our preference is, if it is going to be rezoned to industrial only that portion of the proposed site that is the lease area be subject to the rezoning. Additionally if it is to be rezoned industrial, we propose we suggest and therefore request…

Longmire: Your 10 minutes is up you will need to talk to somebody else about granting you some time sir. 10 seconds is up rather. I will get this right in a minute. I mean your 1 minute is up.

King: My 1 minute is up. I can't complete this without some additional time. I ask your indulgence.

Rachel Craig: Ms. Longmire I would like to request that we grant Mr. King another minute and one-half after everybody else speaks.

Longmire: After everybody else speaks. Alright. She asked for after everybody else speaks sir.

Bart Carey: We didn't give the applicant additional time as well.

Longmire: A minute and one-half yes.

Donald White, I am a commercial real estate appraiser. My office is on Starkey Lane. We haven't been contacted by the persons involved in this rezoning request. The current operators are violating the current zoning which is a business type zoning with some light industrial. If they zone it heavy industrial the zoning states that the adjacent property will have, it would adversely affect the adjacent properties. The planning staff was incorrect in that we have at least three businesses along the south side of Starkey Lane. We have about three residencies on Starkey Lane. All of these immediately abut that property. Mr. Seymour said that it would adversely, would just collecting stuff.

Longmire: Sir I am sorry. Your time is up unless we add the extra minute and 30 seconds later on. I really don't see that happening. Again I tried to warn you all that we only have 5 minutes total and that I am going to beat Mr. Anders in the head when he comes back. Thank you sir.

Someone from the audience gave his minute to Mr. White.

White: If they are collecting, if they are going to do the same kind of thing over there that these people are doing, this collection sounds like this (turned on a recording made from his rear door). This is off my back deck. They pound and pound and pound. I think that gives you an idea of the noise we currently face. We have complained to the code enforcement folks about the violations. The planning commission...

Longmire: Sir, thank you.

Frederick E. Brabson Senior, As Senior pastor of New Covenant Baptist Church I am here to represent our congregation of which members are here. I ask that they stand at this time please. (about 11 people stood) In regard to this proposed rezoning we believe that the heavy industry zoning would allow the use of much larger and noisier machines which would be used to process the metal which would increase the noise in our area. As a church also rezoning would allow heavier hauling and trucks and vehicles to deliver more scrap to the area which we feel is prohibitive to our mission as a church in serving the community. We also believe that a metal scrap yeard is not consistent with the historical growth and development in the area. Only two parcels are currently zoned heavy industrial neither of which are functioning as such and growth in the area has been toward commercial business, light industrial and not heavy industrial. The metal scrap yard is in violation of the current requirements which has already been presented to you. We believe that rezoning to heavy industry would allow...

Longmire: Reverend Brabson. That is all, I am sorry.

Brabson: You do have a copy of the information.

(Someone from the audience gave his one minute.)

Brabson: Thank you. Rezoning to the property industrial would allow and attract other large scale industries which would cause a potential decrease to our current environment. The results would have a high probability of becoming a distraction to the growth of our church and endanger what we currently have with a $3.2 million, 15 acre investment as a church. This investment we believe will hinder our 5 phase of plan for growth, which we have only implemented phase 1 of that. So we ask that you would reject this proposal and ask that you would not allow the rezoning to take place because we believe it gravely inhibits our ability to serve the community as a church which is our original intent for building on this site.

Longmire: 17 second left for any opposition. We will hold that in abeyance.

George Ewart: Commissioner Longmire is there any way we could extend this?

Longmire: You may ask to hear someone else out.

Ewart: I would like for everybody have a little bit more time than a minute. It is very important to everybody around this area. We don't have a lot of things on our agenda today. So I would like to spend some more time if we can.

Longmire: Do you have a time limit you.. I know that Mr. King has a minute and one half.

Ewart: I would like to see everybody have a couple of minutes to talk and present their case. I understand that we do have a time limit with everybody. I think we have got one more case after this. I would like to extend everybody's time at least 2 minutes.

Gary West, 1301 Watersong Lane, I have an office with two other people on Starkey that backs up to the proposed rezoning. We have been there since 1999. It has just been in the past year or maybe a little bit more that we have had to deal with noises that was discussed earlier. We have also been dealing with cracks in our walls from the constant pounding of these vehicles and the buses and the tractor trailers and the fire trucks back there. Their method of breaking down metal is very archaic. I don't know if this will continue. I am a little disappointed that they did not reach out to us. It could be because we didn't have legal counsel representing us. I think if we had had discussions with Mr. Seymour and his party, that there may have been something to be able to work out. But they did not approach us and I am a little disappointed in that. As it stands right now I would like this commission to reject this proposal.

Longmire: Mr. King, since everyone else gets an additional two, I will give you 2 minutes also.

King: I will try to pick up where I left off. As to the remaining property, outside the lease area, as to that remaining part of the parcel we would ask that that we left zoned as it CB. Within the area that we are saying if it is to be rezoned only that leased portion be rezoned industrial and that industrial use be restricted to only one use and that is the precise use that they propose to make of it. That would be a use, if you would, restricted to the use set forth in section 5.61.03 of the current zoning code and any additional use permitted in the CB zone. In other words what I am suggesting and saying we would prefer is if it is going to be rezoned at all rezone only that portion that is the leased area. Let it be used just for PSC's proposed use in the industrial zone and otherwise the uses be restricted to what is permitted in the CB zone. The remainder of the property remain CB. That is what we would prefer to see happen. Madame chairman, at the end of today's meeting I want to ask for an opportunity, whether you call it public forum, I want to make a couple of comments at that time not on this subject but generally on the subject of the time issue before this body on certain matters. I think I would like to have 5 minutes or less to discuss that.

Longmire: After the meeting I don't think we have to time you sir.

Mr. White: Actually I was pretty much able to cover everything that I needed to cover, but I failed to mention one thing. Since they changed the use of this property to this scrap yard, one of the machines has already knocked down our power supply pole. Our business and the businesses of two other people and possibly more were out for 4 hours. I depend heavily on my computers and when I lost power it took me about 2-3 more hours to get it to reset. This is the kind of thing we are concerned about. We have three people whose single family homes are going to be abutting this and it sounds like what you just heard over the microphone. That is what we are concerned about. We need to see something done to prevent them from even continuing that level of noise.

Rev. Brabson: As a church which is also to the north of that property, we were not privileged to any early information nor early planned as to what this company is preparing to do. The only communications we have had has been as recently as this week my office has been bombarded with telephone calls about wanting to talk. Well by the time I get those telephone calls we are already in the recommendation stage. New Covenant as a church is concerned about its worship services; is concerned about it conferences; is concerned about all the activities that take place in our church. Our church operates, it is a 7 day a week church. We are subject to having activities and conferences and things going on anytime during the week so therefore we feel like what they are proposing to do is in violation of the current zoning and also future things would cause even more noise and more of that to go on. What we are saying is this, we would like to see compliance with what the current zone requires and maintain the current zoning as is so that we can have some peace and tranquility in our neighborhood.

Greg Williams, I have an office at 2309 Starkey Lane. This business has been here approximately a year, maybe a year and one half at the most. We detected, the first 6 to 9 months it didn't seem to be that intrusive, but in the last 6 months is has gotten very intrusive. It has gotten louder. It seems they are brining bigger material in to process and is noticeably louder. Frankly I am really shocked that MPC staff approved this. If you do an analysis of the area, the trend over probably the last decade is definitely not heavy industrial. It is more, where 20 years ago it was light industrial, the last 10 years would probably show that it is definitely office related uses. In addition to the tenants that have been mentioned ITT, Tennessee Wesleyan College are both a few hundred feet from this site. They are definitely affected by the noise that is created there. I do not think this is appropriate at all for this site and I hope you will vote against it.

Seymour: Let me point out just a couple of things. First you all should have an aerial photograph of this area that shows the various uses. It is mixed. It is all over the landscape. You have Averett Truck has a major truck terminal there. You have business park. You have trailer, a big park for trailer parks. You have a performance pipe company, I don't know if they do any manufacturing. They sell. You have construction yards. For many years this site was used for manufacture of corrugated metal pipe. Down the road you

have a ready mix concrete company, which is subject to depending on jobs operating 24 hours a day, 7 days a week. We, PSC, wants to be a good neighbor. If you all have any questions, ask Gary Rittenhouse about how they operate. They are not the current operator on this site. Metals Solution is. If PSC is allowed to take this over, it is going to be simply a collection yard with very limited hours. It will operate 5 days a week and ½ a day on Saturday. It will hopefully not interfere in any way with the worship of the church there. They have a very nice 15-acre campus. They are set up on a hill. I sent up there and if look from the church property up on the hill, basically all you can see is the roof of one of the old buildings on site. There is already on the site manufacturing in the back on the 11 acres the Link family owns. PSC simply needs a place in west Knoxville to collect metals, aluminum. If you look at people coming in there, there are probably 50 to 60 cars a day in the summer and in the winter it is less than that. We ask for approval.

Longmire: I would like to apologize to all of you for having to cut your time short. I concur that this is a very important issue and a passionate issue for many of you. Right now we are bound by certain time constraints and that is why I asked at the beginning for those of you that had opposition for you to maybe get together and talk. Again I apologize for having to cut your time short. I am going to turn it to commission and they may wish to ask you questions.

Art Clancy: Michael what is going on on the site right now?

Mike Brusseau: A salvage yard that includes automobiles. And they crush them up. That is not permitted in the zone that it currently is. It is in violation.

Clancy: How long has it been operating in violation?

Brusseau: I don't know. They are saying about a year, a year and one half. I would tend to believe that.

Clancy: Arthur, the noise levels. PSC metals isn't going to shred, crush and all that. They are just going to collect?

Seymour: They may compact a little but they are going to put it in trailers on site. If you go to the site right now you will see metal piled everywhere. PSC will clean that up. They will have boxes and trailers there where they will put, sort the metals. As soon as the box or trailer is finished they will pull it out and take it to their site at Forks of the River on National Drive. They shred it out there. They just invested $35 million in a shredder that is out on National Drive. They shred it according to metal type and resell it.

Clancy: Is it going to be as clean and quite as the one on Central?

Seymour: It will be a lot better than the one on Central. They inherited that when they came into the market.

Clancy: They are inheriting something apparently that is operating with a lot of noise and out of compliance now.

Seymour: There was a crusher at Central Avenue up until very recently. That crusher is now dismantled. They still accept automobiles there. They will not be accepting automobiles out on Cogdill Road.

Rachel Craig: Not sure whether this should go to Mr. Brusseau or Mr. Seymour. The request we have before us is to rezone 11.56 acres, yet the diagram that Mr. Baksa distributed shows 4.76 acre rezoning which I presume is the land that Mr. King was referring to. I am really confused. If you guys are asking for 12 acres to be rezoned, why did you give us a diagram showing us 4.76 and which one is right?

Brusseau: The 4.76 acres is basically consistent with the development plan that if this gets approved that you will hear eventually. It's what has been described as the leased area. According to what Mr. King said it sounds like at least he and his client are willing to go along with the rezoning if it is limited to just that leased area. The 12 acres is the entire parcel and that is what they initially applied for.

Seymour: The application was filed on behalf of Link family. PSC would only use 4.7 acres. We are PSC is happy if you would recommend only zoning of the 4.7 acres. I think that's alright with the Link family. I talked with them earlier this week.

Craig: Mr. King that is, Mr. Brusseau correctly stated the position of your clients about this 4.76? A yes or no would do sir.

King: I want to say yes but it was a whole package. It was in addition to just 4.7 acres also restricting the permitted uses in that industrial zone to only one use and other wise CB. I just wanted to make sure that it was all one package.

Craig: That was not a question that had a yes or no answer. Thank you.

Wes Stowers: A question for Mr. Seymour. Is your client satisfied with the restrictions of 5.61.03, basically what Mr. King's client is asking?

Seymour: We can live with that yes sir.

Stowers: Just a comment. We have a facility out in that area and it is covered with trucks. That is what they do. There are construction companies, pipe yards, trailer yards, a trucking terminal. The trucking traffic out there is intense at times and light at other times. It is best done in the afternoon. As far as the argument of it being a problem for more trucks, I think that problem has already been there for years.

Laura Cole: I just wanted to ask the other opposition. I believe it is Mr. White, Mr. West and others if you agree or you support.

Longmire: That would be Williams, White, Brabson, and West.

White: I guess not because we have not been contacted about it. We don't know where the 4.6 acres is. It could be they moved further away from Mr. King's clients property and would affect our. It says here there are three single family residential units along this.

Cole: I have been out there and you have poison ivy in your back yard.

White: We do that on purpose.

Brabson: Again New Covenant is opposed to the rezoning. Here is the crux of the matter. If it takes a rezoning for this company to do what it wants to do, then what we are saying is that they need to rezone whether it is 4 acres or 12 acres just to be compliant with what is permissible in the area. We are saying leave the rezoning the way it is and everybody is happy. Then bring whoever is there in compliance with what the current zoning requires.

Opposition? I am just curious as to why Mr. King's property is more important than my property. I am not saying that either. I am making a statement. That is the way this proposal is looking. I don't feel I am any less important than King's client. That is all I want to say.

Guy in red? I am confused. Are we referring to this as the least parcel or the leased parcel? Leased which under a lease which I think is currently zoned residential. We are in opposition to this use on any of the leased or non leased property that is in question. We are not in opposition to being green and sustainable and recycling metal. We just think there are a lot better places in the county that you can do this.

Bart Carey: Mr. Rittenhouse what I am trying to get my hands around right now is that, the opposition has a huge issue with sound and your present operation there. We talked a little bit about what the differences are going to be, but I think to really understand what is significantly different about what you might propose versus what the present lease holder is doing there obviously out of compliance.

Rittenhouse: We are not out to increase the size or scope of the existing operations. The benefit that we provide is a highly capitalized company available to purchase equipment that more suitably processes the material that has been noted earlier that is sitting on the property. In the manner in which it is processed today there is some difficulty for the current operators to process the materials efficiently and with little noise. We have pieces of equipment that we have at all of our facilities that effectively handle larger pieces of scrape, put them into containers in smaller sizes. In particular for that property as has already been noted we have no plans on buying automobiles, or buses or fire trucks or so forth at that facilities. So that is the piece that we really bring to the table which is a more efficient operation that carries less inventory at that facility, less visible scarp to be seen from the roadway by size and shape, and the ability to move that material out effectively.

Carey: How high is the opaque screen proposed?

Rittenhouse: I think the requirement is 8 foot. We have asked if there is the ability to go higher with than that and comply with local ordinances.

Clancy: Sound still seems to be one of the big objections. So you would still have processing there that would create sound?

Rittenhouse: I think with regard and relevance of the efficiency of equipment that we utilize in other facilities, we process the material faster with less run time and less noise. We do have an equipment safety and environmental staff that is located out of our corporate office in Cleveland, Ohio. We do have resources locally that can address any issues that come up. We just need to be a good neighbor. For reference year to date in the year 2011 we have contributed $55 mille in scrap purchases to the local community. We have $8 million in wages here today . We hire employees locally.

Kane: Noise is one of my primary concerns. It is a very mixed use, residential to office warehousing, light industrial and then this operation which seems to be as proposed on the end of the more less residential friendly than some of the others. A couple of questions. This one to staff. I don't know if this is fair or not in terms of a short period of time. It just occurred to me during the discussion, a while back we had discussions about various noise levels that were permitted in various zoning categories or industrial classifications if I remember correctly. I was wondering if there is a difference between the noise levels that are established in those standards for heavy industrial which would apply to this particular rezoning versus light industrial which appears to be something that is more acceptable in the area. I just didn't know what the difference is and if somebody could recall in such short…

Mark Donaldson: I can tell you the Knox County Zoning Ordinance has performance standards that come into play for all commercial and industrial uses particularly when they are adjacent to residential uses, which could be the case here. They apply across the board regardless of what zoning district is involved with the origin of the noise. The standards are published in the code. I am not a noise expert so I don't know.

Kane: That is what my questions is. Does anyone know the standard and if there is a standard between the light industrial and heavy industrial.

Donaldson: The standards are the same across all of the zone districts.

Kane: Okay all zone districts. My question would be to the PSC applicant in terms of the equipment that you are planning to bring in I assume that you guys have done studies to determine what those noise levels typically are. The question is what are they?

Rittenhouse: I don't work in the safety environmental area. I would tell you that the equipment we would bring in is more effective at handling the scrap than the current owners of the property. We are seeking to do less processing with the scrap on site than the current owners do. I could not speak to appropriate noise levels for those operations. The one thing I would say is due to our capabilities from the safety and environmental aspect

relative to noise, on National Drive, which is Forks of the River, we operate a mega shredder which consumes whole automobiles and we do so with neighbors not more than 50 yards away.

Seymour: May I supplement his response to that. On the use on review process you will notice in recent years more and more you all have been setting lighting standards on what kind of lighting can go off site. There is the ability I would assume to set the same requirements on noise.

Kane: I think we have done that on agricultural areas that neighbors were complaining. I think it was a cement plant. I was just trying to bring some kind of technical levels and discussion into this. It doesn't seem like we are able to do that at the moment.

Donaldson: I can read you the technical, but I can't translate them to what that means to me. Sound pressure levels in decibels as they relate to the frequency in hertz there is a table. The sound pressure level resulting from any use or activity shall not exceed the maximum permitted decibel levels for the designated octave bands set forth in these standards. For example the frequency in hertz of 63, the level in decibels, I think in microbars, 77 and as you go up the chart to 1,000 then the decibels drop to 51, 2,000 corresponds with 45, and then the last level is 8,000 hertz and 39 decibels.

Kane: It is the same regardless of whether it is light industrial or heavy industrial.

Donaldson: Any commercial or industrial use.

Kane: From a noise level then really these is no distinction between the impact on the community and neighbors whether it is heavy industrial or light industrial. It is the same standard or CB or anything. That is really what I was trying to get at.

Longmire: How does that compare with a rock concert? Give me some...

Laure Cole: I want to support this business but my struggle is I kind of understand where the opposition is coming from. We are asking them to believe that this company is going to be different than the first company and the first company is operating out of compliance. Why should they believe that this company is going to do what they are supposed to do? My question is to Mr. White. You said in your email that you contacted codes to register a complaint. I wondered if you heard a response.

White: I left a message with the code office and didn't hear anything back. Then I called them again and they said the current business is in compliance with the code. I knew that was not true. So I called the supervisor yesterday. That was the second call I made to him and I finally got through to him. He indicated that what I described, I played my little tape thing, that they would send somebody else out there and put in a cease and desist order if they were violating code. We are going to be visiting with the code enforcement people after this meeting.

Wes Stowers: I think what we have got here… I appreciate Commissioner Kane bringing up the issue on the noise levels that is the question I had. The noise level is the same whether it is commercial or light industrial or heavy industrial. What we have here is a major national company that has come in here in a big way and has significantly improved how scrap handling is done on a quantum scale. Visually, first of all this operation apparently has been out of compliance. We are just now hearing the complaints from a year ago. If it was that big a problem I would have thought that would have come up then. Here we have a company that is willing to come in and spend a significant amount of money, screen it, visually improve it and significantly reduce the intensity. They are not going to crush cars. They are not going to be doing heavy processing. Basically it is a collection yard to take these metals and take them to the place where they have already spent many million of dollars to process it out at the Forks of the River. This makes it a more efficient less intrusive operation. We all talk about green. This is truly green. It is a recycling operation that this is simply going to be a collection yard for the west part of the county. It will not be a processing yard as it is this moment. To me it is a win. If they are agreeing to reduce the size and keep it within the constraints that Mr. King's client has asked, I think the end result will be something that everybody will be happy with. It is not something that has, that operates at night or on weekends. It is an 8 to 4 or 7 to 4 operation. With that I would like to make a motion that we approve the plan per staff with the exception of reducing the tract to 4.76 acres and make sure it is restricted to the uses in 5.61.03 of the current zoning codes or any other CB use.

Longmire: We need to take the sector plan first.

Wise: That reference is 5-5.61.03.d.

MOTION (STOWERS) AND SECOND (LOBETTI) WERE MADE TO ADOPT THE SECTOR PLAN AMENDMENT AND RECOMMEND KNOX COUNTY COMMISSION ALSO ADOPT THE AMENDMENT WITH THE RESTRICTIONS OF BEING THE 4.76 ACRE AREA

Stowers: and then in accordance with the restrictions that regulations.

Buz Johnson: I believe with the sector plan we just refer to the area to the 4.7 acres. We get the other detail on the rezoning.

Craig: I am glad we went in this direction because I have a question specifically related to the sector plan. Sector plan changes are required to have changing conditions justifying those. Sometimes I think we don't talk about that enough. I have a question for Mr. Brusseau, a couple of question in that regard. When was this Northwest County Sector Plan adopted?

Michael: I don't know when the overall Northwest County Sector Plan was done, but this particular area being that it is in the Technology Overlay was done, and Buz may know better than I. I think two years ago.

Buz Johnson: I was between 2 to 3 years ago that this was part of an update to the sector plan

Craig: The staff report says here that there is an error or omission in the current plan. If you will indulge me I will read these couple of sentences. "The current sector plan proposes light industrial uses for the area, which is not consistent with the current use of several of the surrounding properties for heavier industrial uses. The sector plan does not recognize the existing Industrial zoning to the north or some of the existing uses in the area." What this says is because the current plan is not consistent with current use then there is an error in the current plan. Another way of looking at that is there is not an error in the plan. The plan which looks forward 15 years wants us to move toward in a different direction. There are two possible interpretations here. I don't know which one is right. I was not part of the discussions when this plan was discussed or adopted. It does give me concern that we are saying just because the current sector plan does not agree with the current uses that means it is wrong. The other possibility is that we want to get away from current uses and move in a different direction. I don't guess I really have a question. I just wanted to say that.

George Ewart: I was going to address the zoning. Should I do that now or wait. Okay. If you look at this map we have 10 different zones within one half of a mile of this property. It is almost like that Ag zone we always talk about that everything is here and there and this and that. This is a mess in here. I don't know how we got to that point. You got O-1 across the interstate, C-4,C-6, PC-2, PC, CB, I, OB, RA and C-3. I think the people that have businesses here or reside here have to understand there are a lot of different things happening here. Light Touch, I think they do school pictures, is in an I zone. I don't know if that is legal is it. There is just a whole bunch of things happening out here. I think that this place is just a collection site. They are not compacting and not cutting up everything is just taking product in and then move it out. I don't see a problem with that. The hours of operation they are going to be gone in the evening time and Sundays they are not going to have anything happening operation wise there according to this for church. For Saturday even on Wednesday it looks like they are shutting down at 4:00 or 4:30. I just don't see a problem with it. I see a bigger issue with the whole area that crux of Pellissippi and the interstate.

Clancy: I too am conflicted. I don't understand the current use is the entire 11.56 acres. Are they crushing cars and cutting them up and shredding them on the back side of the property and that is going to continue to happen just because PSC is just going to take front 4.76 acres? What is going to happen to the rest of it?

Dan Kelly: There are other businesses located on the total 11 acre site. Business that encapsulates Styrofoam for boat docks. There are other businesses. It is just one piece of property 11. some acres in size. The portion of the site that is currently being used for the metal business right now is 4.76 acres of that piece of property.

Longmire: If I may interrupt, sir you are the owner of the property.

Vance Link, 3933 Oak Hurst Drive, I am the managing partner of a family owned p[piece of property that my Dad bought for $2300 dollars an acre in

1975. It was nothing but farm land. We started a manufacturing facility making galvanized corrugate metal pipe where we did not have to worry about anything but cattle. There was no Pellissippi Parkway. But you know ignorance is not bliss. My father was on this Commission back in to the 60's and early 70's. He was head of the public building authority when this structure was built. I worked in the galvanized corrugated metal pipe business for 30 years. Three and one half years ago my company laid me off. They happened to be renting from me, in addition to being my employer, the very piece of property that is in question today, the 4.7 acres. When they laid me off not only did I lose my number one tenant within a 6-month period of time I lost two more tenants on my property. I was desperate. Zoning was the last thing I was thinking about.

Longmire: Mr. Link Commissioner Clancy wanted to know about the other businesses.

Link: Correct. There are 7 tenants presently on that piece of property. They are Metal Solutions, out of compliance, is the largest one. There is a boat dock manufacturer. There is grading contractor. There is an electrical supply company. There is a roofing group from Colorado in here from the hail damage. There is a guy that makes cat trees for cats and then finally there is a guy in the MG car business. He does mechanical and auto work.

Clancy: Thank you. That made it all crystal clear. I appreciate it. That is what I needed.

Stan Johnson: Pastor Brabson seems like to me the big question is trust. You don't trust them because they are currently out of compliance. So you don't believe that once they become zoned they will go to compliance. Correct. I am trying to figure out how do we bridge that gap. It seems like they want to come in there and clean up some of the stuff that is actually happening currently. I would like to vote for what the community is looking for. Because you guys want it to be cleaned up. You want it to not have all that noise. Even in that noise, I heard some birds chirping. So it sounds like there is something there we could work out. I wish that maybe you guys would talk a little bit and figure out exactly what it is going to sound like and what it is going to look like so you can some kind of input on what is actually going to happen there.

Brabson: That is correct. I don't mean to be candid or ludicrous when I say this. I am not an expert in all the technical things that have been thrown around. But if I could just put it I some lay person terms. If I am doing 75 miles an hour in a 50 mile an hour zone, the fix for that is not to raise the speed limit to 75. The fix for that is to help me understand that I need to do 50. In our community there are various zones that have been established. When a company comes in and says the only way they can do business in this community is you need to change the zoning otherwise they cannot do business. We have serious concerns there because we are saying that when we moved into this company we understood what the requirements were and we have lived within those requirements and we have done our ministry within those requirements. Our expectation would be for everyone else to do the same.

Stan Johnson: Arthur how long will it take for you guys to be able to buy the equipment, move the equipment in so this noise issue will go away?

Seymour: To get through the approvals will take a minimum of three more months I think. Can I ask Mr. Rittenhouse that? Within 30 days after we get the final approvals.

Stan Johnson: So we are going to be out of compliance and running the same kind of business for the next 4 to 6 months basically.

Seymour: PSC will not, but what is going on there will continue. Am I right on that timing Buz?

Buz Johnson: Let me try to figure that out. If you approve and it goes on to County Commission, they would hear the rezoning and plan amendment at their August meeting. If it is an approval today, then we can go ahead and begin to get into the site plan review. That would be handled I believe by MPC in August and TTCDA in August. So if approvals go through then conceivably by September things could be under way. If you deny these requests then that probably would lengthen that process by a month or so. Assuming that is goes through and they win on appeal at County Commission. If they don't win on appeal at County Commission the clock stops.

Stan Johnson: What I am concerned about is they are out of compliance currently and they are still going to be out of compliance until this thing goes all the way through. We can't do anything to stop that because we are not codes, I understand that.

Donaldson: Let's be clear about who they are. They who are out of compliance are not the applicant.

Stan Johnson: I totally agree. But the problem I am having is just like the Pastor said. We're going 75 miles per hour. Regardless if it is them or somebody else, how do we stop that from happening before we go ahead and put something else through.

Kane: The Technology Corridor, I know it has to go through review process. Mr. Johnson in terms of your evaluation, I believe you sit on the authority board is that correct? Johnson: I staff it. Kane: Staff it. Is this something in terms of what is being proposed, in terms of this 4.76 acres of rezoning and limiting it to essentially the use that has been described by PSC. Is that something that would be out of character to what you guys would approve?

Buz Johnson: The Tech Corridor Authority Board essentially they do go through a process. One of the things that they can do first of all is look at rezonings within that Technology Overlay. They can make recommendations to issue a certificate of appropriateness to allow that process to proceed. So that would be the first step. Because I am also on the MPC staff, we look at in terms of is that use appropriate in the area. Is that zone appropriate in the area. That is that particular judgment on the front end. Second thing that

Board does is to look at certificates of appropriateness for actual development plans. That would be the second step in this process, if approvals begin today then we would begin to get into that process. That is where we would take a look at the site plan regardless of what the use of the property is, we would look at the site plan to see how that property can be done in such a way that it fits into the area, the surrounding area. I will have to say this is the oldest developed area of the corridor. In fact probably some uses in this area predate the establishment of the corridor back in 1983. At that time we didn't have the luxury of having the ability to review site plans to see how new uses in the area can fit. I this case we would have an opportunity to retrofit as much as we can to see that these kind of uses do fit into an area that is based on good design, good construction that sort of thing.

Kane: So I can believe that the staff's recommendation to approve the sector plan change did account for the technology overlay and feels that is acceptable within the Technology Overlay.

Buz Johnson: Let me back up. If we were starting with a blank map, vacant property, I don't know. That question is out there. But because this is an older area, it has a mix of uses. Commissioner Ewart kind of pointed out that in looking at the zoning. It has been somewhat of a challenge to try to deal with those existing uses in terms of how can they ……

Kane: So you are not evaluating it based upon a blank slate. You are evaluating based upon the existing conditions. In terms of the impact of the existing conditions, what does this mean in terms of those existing conditions?

Bart Carey: I have kind of a question to staff and then kind of one regarding… Mr. Link's comments as well as Mr. Ewart's about this area being kind of an historic evolution, I called on Tennessee Metals 25 or 30 years ago and there was nothing there and all this stuff has grown up around it. It is a hodge-podge and it is hard to really get your finger on what is the right use. My understanding is right now we are kind of hitting the broad strokes. We are looking at whether this is an appropriate place for industrial uses. Mr. Seymour mentioned this is coming, it has a four stage process, four steps. I think we are a very critical part of that process being use on review. Commissioner Johnson's issues about trust and what is really going to happen, is that not when won't those issues really come forward on the use on review aspect of this?

Donaldson: If I could address that. That may be the big win in this application in that we would be moving from a situation that is we have out of compliance uses currently operating in CB without any development plan approval. If this application were to be approved, we would move then to new operations operating under a development plan that has been approved by the Planning Commission where have a chance to look at mitigating any adverse impacts that might arise to adjacent property owners.

Carey: That would all be down the road at a further step where we have our hands in helping shape that trust and what those guidelines are. I think we

should give the process the chance to work out. Then when we come down to those dotting i's and crossing t's how loud is it, what are the hours of operation. All of those things that are specific to this would be addressed then. As far as compliance goes Mr. Johnson, I think that is between the neighbors and enforcement on the present use of the property on the company that is there now.

Craig: Briefly in regard to what Commissioner Carey said. Yes this is the first step, but if we change the sector plan to heavy industrial that is a long term decision that may go beyond the current owner and current use. We have to think about do we want this to be heavy industrial into the future. I am not saying the answer is no. I am just saying that is what we need to think of. I thought I heard either Mr. Seymour or Mr. Rittenhouse say that there would be some compacting on the site. Commissioner Ewart seemed to understand there would be no compacting o the site. So could somebody quickly address this?

Rittenhouse: There will be no compacting on the outside of the facility. The only compacting that will occur is a smaller down stroke bailer that is inside the building. A smaller down stroke bailer is really a 4 foot wide by 4 foot deep by 8 foot tall unit that is inside the building.

Craig: Currently under the current owner is there compacting going on outside that building?

Rittenhouse: There is not.

Clancy: Reverend Brabson I appreciate your metaphor. But you have got to understand that was going 30 miles per hour before it was rezoned for your use. You are at 50. That is progress. I mean let's look at it the way it is. It is not going to take a whole lot to improve the condition of the use of the property use right now. If PSC doesn't do anything but walk in and keep doing what it is doing, which they can't do because it is not in compliance so they are doing that, anything they do would be an improvement to what is going on there right now. I didn't ask a question. I appreciate your metaphor, but there has to be, you have got to understand your property had to be rezoned from Ag to business, office, business technology in order to operate. So those are the premise that we look at that being said I would like to call the question.

COMMISSIONER CLANCY CALLED FOR THE QUESTION.

Longmire: Ms. Bailey don't you want to say something. I feel like this corner has been left out. Right now we are dealing with the sector plan amendment adopting resolution 6-A-11-SP amending the Northwest County Sector Plan to HI Heavy Industrial and recommend that the County Commission also adopt the sector plan amendment and this applies only to the 4.76 acres.

Upon roll call the Commission voted as follows:
Bailey Yes
Carey Yes
Clancy Yes

Cole Yes
Craig No
Ewart Yes
Johnson No
Kane Yes
Lobetti Yes
Longmire Yes
Pierce Yes
Sharp Yes
Stowers Yes

MOTION CARRIED 11-2-1. APPROVED.

b. Rezoning 6-B-11-RZ

From RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE I (Industrial) / TO (Technology Overlay) zoning, subject to one condition

STOWERS MADE MOTION THAT COUNTY COMMISSION APPROVE INDUSTRIAL AND TECHNOLOGY OVERLAY ZONING SUBJECT TO TWO CONDITIONS: 1) USES LISTED UNDER INDUSTRIAL ZONING SHALL BE ALLOWED EXCEPT THOSE LISTED IN SECTIONS D MINING RELATED USES AND F WASTE HANDLING USES, USES PERMITTED IN 5.61.02 AND

Stowers: Ms. Wise could you help me with the second one.

Steve Wise: I actually think the second one is in lieu of the staff recommendation.

Stowers: Let me restate the motion then. What is the number of it that I state it correctly?

Longmire: I have it actually 5.5.61.03.d.

MOTION (STOWERS) AND SECOND (PIERCE) WERE MADE TO RECOMMEND THAT COUNTY COMMISSION APPROVE INDUSTRIAL AND TECHNOLOGY OVERLAY ZONING SUBJECT TO ONE CONDITION REDUCED TO 4.67 ACRE AREA LIMITED TO USES SET OUT IN 5-5.61.03.D PLUS THOSE USES ALLOWED IN THE CB ZONE.

Craig: Can I ask a question to make sure I understand that. What we are saying here is that the uses would be limited to this one particular use plus any use allowed in the CB zone. Is that correct? Yes.

MOTION CARRIED 12-1 (JOHNSON)-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

RECEIVED
APR 21 2011
METROPOLITAN PLANNING COMMISSION

Name of Applicant: PSC Metals, Inc.

Date Filed: 4/21/2011 Meeting Date: 6/9/2011

Application Accepted by: Michael Brusseau

Fee Amount: $2156 File Number: Rezoning 6-B-11-RZ

Fee Amount: $800 File Number: Plan Amendment 6-A-11-SP

PROPERTY INFORMATION

Address: 10319 Cogdill Road

General Location: NE Side Cogdill Road, SE of Starkey Lane

Parcel ID Number(s): 131-088

Tract Size: 11.56 ac.

Existing Land Use: existing industrial use

Planning Sector: Northwest County

Growth Policy Plan: Planned Growth

Census Tract: 59.01

Traffic Zone: 219

Jurisdiction: ☐ City Council _____ District
☒ County Commission 6th District

Requested Change

REZONING

FROM: RA/TO and CB/TO

TO: I/TO

PLAN AMENDMENT

☐ One Year Plan ☒ _____ Sector Plan

FROM: LI

TO: HI

PROPOSED USE OF PROPERTY

automobile and metals salvage yard

Density Proposed _____ Units/Acre

Previous Rezoning Requests: none noted

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT
Name: Vance Link

Company: TMC Properties, LP

Address: 10319 Cogdill Road

City: Knoxville State: TN Zip: 37932

Telephone: 865-966-8705

Fax: 865-966-8708

E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Arthur G. Seymour, Jr.

Company: Frantz, McConnell & Seymour

Address: P O Box 39

City: Knoxville State: TN Zip: 37901

Telephone: 865-546-9321

Fax: 865-637-5249

E-mail: ajseymour@fmsllp.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: Joseph D. King

Company: 5875 Landerbrook Dr

Address: Suite 200 Avenue

City: Mayfield Heights, OH State: _____ Zip: 44124

Telephone: 440-753-5390

E-mail: jking@pscmetals.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
TMC Properties, LP	10319 Cogdill Road,	Knoxville,	TN	37930	X	

04/20/2011 14:52 865-966-8708 CONTECH Frantz,McConnel&Seymou Fax:865-637-5249 Apr 20 2011 02:59pm P003/005 PAGE 03/05

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2540 **7-A-11-SP**

Commission Meeting Date:	08/22/2011
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 LEON VINEYARD FOR NORTH COUNTY SECTOR PLAN AMENDMENT FROM AG/RR (AGRICULTURAL/RURAL RESIDENTIAL) TO RC (RURAL COMMERCIAL); Property located southeast side Raccoon Valley Drive, northeast of Norris Freeway. 8TH COMMISSION DISTRICT; MPC ACTION: ADOPT RESOLUTION #7-A-11-SP, AMENDING THE NORTH COUNTY SECTOR PLAN TO RC (RURAL COMMERCIAL) AND RECOMMEND THE KNOX COUNTY COMMISSION ADOPT THE AMENDMENT.

Attachments

Leon Vineyard 7-A-11-SP

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/22/2011 03:05 PM **FILE NUMBER: 7-A-11-SP**

APPLICANT:	LEON VINEYARD
APPLICANT'S REQUEST:	North County Sector Plan Amendment
FROM:	AG/RR (Agricultural/Rural Residential)
TO:	RC (Rural Commercial)
MPC ACTION:	**ADOPT RESOLUTION #7-A-11-SP, amending the North County Sector Plan to RC (Rural Commercial) and recommend the Knox County Commission adopt the amendment.**
MPC VOTE COUNT:	11-0-2 (Consent)
LOCATION:	Southeast side Raccoon Valley Dr, northeast of Norris Fwy.
DISTRICT:	Commission District 8
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/10/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Leon or Mark Vineyard 9730 Norris Fwy Powell, TN 37849
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

FILE #: 7-A-11-RZ **AGENDA ITEM # 30**

7-A-11-SP **AGENDA DATE: 7/14/2011**

APPLICANT:	**LEON VINEYARD**
OWNER(S):	Leon or Mark Vineyard
TAX ID NUMBER:	18 021
JURISDICTION:	Commission District 8
LOCATION:	**Southeast side Raccoon Valley Dr, northeast of Norris Fwy.**
TRACT INFORMATION:	**2.5 acres.**
SECTOR PLAN:	North County
GROWTH POLICY PLAN:	Rural Area
ACCESSIBILITY:	Access is via E. Raccoon Valley Rd., a minor arterial street with 19' of pavement width within 30' of right-of-way.
UTILITIES:	Water Source: Hallsdale-Powell Utility District
	Sewer Source: Hallsdale-Powell Utility District
WATERSHED:	Bullrun Creek
PRESENT PLAN DESIGNATION/ZONING:	**AG/RR (Agricultural/Rural Residential) / A (Agricultural)**
PROPOSED PLAN DESIGNATION/ZONING:	**RC (Rural Commercial) / CR (Rural Commercial)**
EXISTING LAND USE:	**Vacant land**
PROPOSED USE:	**Self-storage facility**
EXTENSION OF PLAN DESIGNATION/ZONING:	No
HISTORY OF ZONING REQUESTS:	None noted
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: E. Raccoon Valley Dr. - Vacant land / C, Ag-RR / A (Agricultural)
	South: Norris Fwy. -Convenience store, fueling station / C, Ag-RR / CA (General Business), A (Agricultural)
	East: Houses, vacant land / Ag-RR / A (Agricultural)
	West: House / Ag-RR / A (Agricultural)
NEIGHBORHOOD CONTEXT:	This area is developed primarily with agricultural and rural residential uses under A zoning. There is a convenience store and fueling station to the southeast, zoned CA.

STAFF RECOMMENDATION:

ADOPT RESOLUTION #7-A-11-SP, amending the North County Sector Plan to RC (Rural Commercial) and recommend that Knox County Commission also adopt the sector plan amendment. (See attached

resolution, Exhibit A.)

RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

CR zoning is appropriate at this location to serve residents who live in the vicinity of the site, as well as commuters travelling on either of the two streets at this intersection. CR zoning will allow limited retail and service uses to be developed on the site. The zone includes considerable landscaping and other development performance standards to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of the area.

COMMENTS:

SECTOR PLAN REQUIREMENTS:
CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
NEW ROAD OR UTILITY IMPROVEMENTS:
No known road improvements have occurred in this area.
ERROR OR OMISSION IN CURRENT PLAN:
The current sector plan calls for agricultural and rural residential uses for the site. However, this site is located at the intersection of two arterial streets, which makes it a viable location for a small commercial node.
CHANGES IN GOVERNMENT POLICY:
This location at an intersection is appropriate for rural commercial uses. The requested CR zone is intended to provide limited retail and service uses for the recurring shopping and personal service needs of residents of nearby rural residential areas. Being located at the intersection of two arterial streets, with two potential points of access to the site from the two arterial streets, this site is a typical situation for establishment of a commercial crossroads.
CHANGE IN DEVELOPMENT, POPULATION OR TRAFFIC TRENDS:
There is a commercial establishment to the southeast of the site, which has set a precedent for establishment of a small commercial node around this intersection.

REZONING REQUIREMENTS:
NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY:
1. CR zoning is appropriate at this commercial crossroads location at the intersection of two arterial streets.
2. The surrounding area is developed with a mix of agricultural and rural residential uses. Rural commercial uses are appropriate to serve surrounding residents and commuters through the area.
3. With the performance standards included in the CR zone, the proposal is compatible with the surrounding development and zoning pattern.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE:
1. The requested CR zoning district provides the opportunity to locate limited retail and service uses in a manner convenient to outlying rural areas. It is intended to provide for the recurring shopping and personal service needs of nearby rural residential areas. Development should be compatible with the character of the adjacent neighborhood. This zoning should be placed on properties that are located at or near intersections of arterial and/or collector streets in order to maximize accessibility from surrounding areas. The range of permitted uses is limited to those that are generally patronized on a frequent basis by area residents. Development performance standards are provided to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of these areas.
2. The subject property clearly fits the criteria spelled out in the above general description of the CR zone from the Knox County Zoning Ordinance.

THE EFFECTS OF THIS PROPOSAL
1. Public water is available to serve the site. Sanitary sewer is available in the area, but may have to extended, if necessary, to serve this site.
2. The proposal will have no impact on schools and the traffic impact will depend on the type of commercial uses that are proposed.
3. CR zoning is compatible with surrounding development and should have a minimal impact on adjacent properties.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. With the amendment from Ag-RR to RC, the requested CR zoning would be consistent with the North County Sector Plan.
2. The site is located within the Rural Area on the Knoxville-Knox County-Farragut Growth Policy Plan map. CR zoning is an acceptable zone for consideration within the Rural Area.
3. Approval of these requests could lead to future requests for rural commercial or similar zoning in the surrounding area. Each request would have to be considered on a case by case basis, based on its own merits.

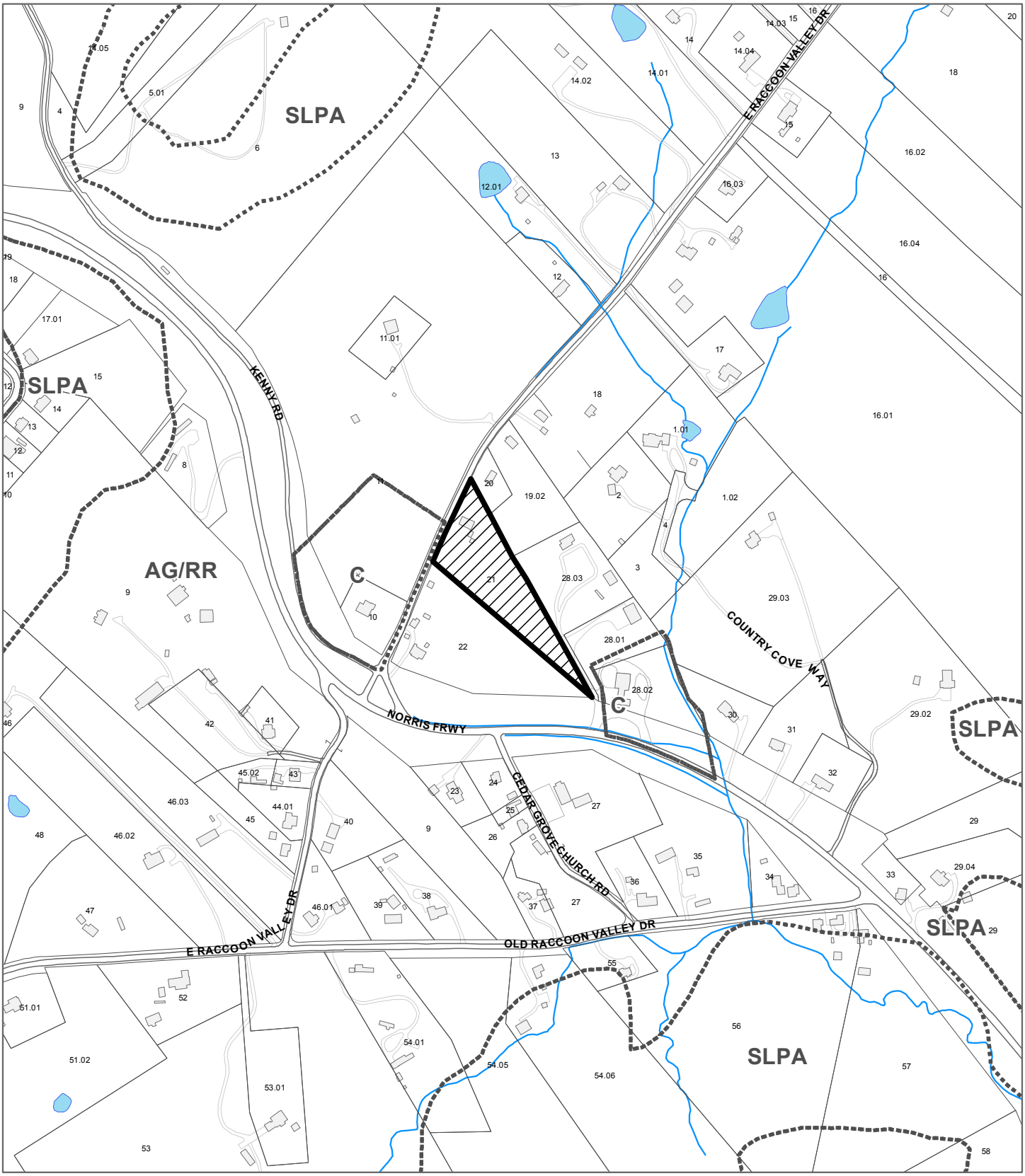
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. New law provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



7-A-11-SP / 7-A-11-RZ
NORTH COUNTY SECTOR PLAN AMENDMENT

Petitioner: Vineyard, Leon

From: AG/RR (Agricultural/Rural Residential)

To: RC (Rural Commercial)

Map No: 18
Jurisdiction: County

0 500
Feet

N

Original Print Date: 6/22/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

RESOLUTION # 7-A-11-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 sector plans initiated by the Planning Commission or in response to applications from property owners; and*

***WHEREAS**, Leon Vineyard, has submitted an application to amend the Sector Plan from Agricultural and Rural Residential to Rural 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 July 14, 2011, after consideration of the staff recommendation and testimony from those persons in support and opposed to the sector plan amendment, approved the amendment for the subject property, as requested, and/or amended.*

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the North County Sector Plan, with its accompanying, staff report and map, file #7-A -11-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.

7-14-2011
Date

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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **30.** **LEON VINEYARD**

Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8.

a. North County Sector Plan Amendment **7-A-11-SP**

From AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #7-A-11-SP, amending the North County Sector Plan to RC (Rural Commercial) and recommend that Knox County Commission also adopt the sector plan amendment.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

* **b. Rezoning** **7-A-11-RZ**

From A (Agricultural) to CR (Rural Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CLANCY) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 34. MOTION CARRIED 11-0-2. APPROVED.

KNOXVILLE-KNOX COUNTY
MPC
METROPOLITAN PLANNING COMMISSION
TENNESSEE

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400 Main Street
Knoxville, Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www • knoxmpc • org

☑ REZONING ☑ PLAN AMENDMENT

Name of Applicant: Leon Vineyards

Date Filed: May 16 2011 Meeting Date: July 14 2011

Application Accepted by: P. Phillips

Fee Amount: 1,000 File Number: Rezoning 7-A-11-RZ

Fee Amount: $600 File Number: Plan Amendment 7-A-11-~~PA~~ 7-A-11-SP

PROPERTY INFORMATION

Address: 3508 E. Raccoon Valley Rd

General Location: Powell TN 37849 S/E side E. Raccoon Valley Rd E/of Norris Fry intersection

Parcel ID Number(s): ~~77~~ 018 021

Tract Size: ~~5.00~~ 2.5

Existing Land Use: FARM

Planning Sector: North Co.

Growth Policy Plan:

Census Tract: 63

Traffic Zone: 194

Jurisdiction: ☐ City Council _____ District

☒ County Commission 8 District

Requested Change

REZONING

FROM: Ag A

TO: ~~C~~ CR

PLAN AMENDMENT

☐ One Year Plan ☒ ~~RC~~ north Co Sector Plan

FROM: A

TO: RC

PROPOSED USE OF PROPERTY

self storage

Density Proposed — Units/Acre

Previous Rezoning Requests: —

☑ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT

Name: Leon Vineyard

Company:

Address: 9730 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone: 865-922-2957 - (865) 216-3721

Fax:

E-mail:

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Leon Vineyard

Company:

Address: 9730 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone (865) 922-2957 (865) 216-3721

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: Mark Vineyard

PLEASE PRINT

Name: Mark Vineyard

Company:

Address: 9720 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone: 865-679-5070

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
Mark Vineyards	9780 Norris Fwy Powell 37849		

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2542 **7-A-11-RZ**

Commission Meeting Date:	08/22/2011
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 LEON VINEYARD FOR REZONING FROM A (AGRICULTURAL) TO CR (RURAL COMMERCIAL); Property located southeast side Raccoon Valley Drive, northeast of Norris Freeway. 8TH COMMISSION DISTRICT; MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE CR (RURAL COMMERCIAL.

Attachments

Leon Vineyard 7-A-11-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/22/2011 03:09 PM **FILE NUMBER: 7-A-11-RZ**

APPLICANT:	LEON VINEYARD
APPLICANT'S REQUEST:	REZONING
FROM:	A (Agricultural)
TO:	CR (Rural Commercial)
MPC RECOMMENDATION:	**RECOMMEND the Knox County Commission APPROVE CR (Rural Commercial)**
MPC VOTE COUNT:	11-0-2 (Consent)
LOCATION:	Southeast side Raccoon Valley Dr, northeast of Norris Fwy.
ACREAGE:	2.5 acres
DISTRICT:	Commission District 8
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/10/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Leon or Mark Vineyard 9730 Norris Fwy Powell, TN 37849
LEGISLATIVE BODY:	Knox County Commission

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT

FILE #: 7-A-11-RZ **AGENDA ITEM # 30**

7-A-11-SP **AGENDA DATE: 7/14/2011**

APPLICANT:	**LEON VINEYARD**
OWNER(S):	Leon or Mark Vineyard
TAX ID NUMBER:	18 021
JURISDICTION:	Commission District 8
LOCATION:	**Southeast side Raccoon Valley Dr, northeast of Norris Fwy.**
TRACT INFORMATION:	**2.5 acres.**
SECTOR PLAN:	North County
GROWTH POLICY PLAN:	Rural Area
ACCESSIBILITY:	Access is via E. Raccoon Valley Rd., a minor arterial street with 19' of pavement width within 30' of right-of-way.
UTILITIES:	Water Source: Hallsdale-Powell Utility District
	Sewer Source: Hallsdale-Powell Utility District
WATERSHED:	Bullrun Creek
PRESENT PLAN DESIGNATION/ZONING:	**AG/RR (Agricultural/Rural Residential) / A (Agricultural)**
PROPOSED PLAN DESIGNATION/ZONING:	**RC (Rural Commercial) / CR (Rural Commercial)**
EXISTING LAND USE:	**Vacant land**
PROPOSED USE:	**Self-storage facility**
EXTENSION OF PLAN DESIGNATION/ZONING:	No
HISTORY OF ZONING REQUESTS:	None noted
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING	North: E. Raccoon Valley Dr. - Vacant land / C, Ag-RR / A (Agricultural)
	South: Norris Fwy. -Convenience store, fueling station / C, Ag-RR / CA (General Business), A (Agricultural)
	East: Houses, vacant land / Ag-RR / A (Agricultural)
	West: House / Ag-RR / A (Agricultural)
NEIGHBORHOOD CONTEXT:	This area is developed primarily with agricultural and rural residential uses under A zoning. There is a convenience store and fueling station to the southeast, zoned CA.

STAFF RECOMMENDATION:

ADOPT RESOLUTION #7-A-11-SP, amending the North County Sector Plan to RC (Rural Commercial) and recommend that Knox County Commission also adopt the sector plan amendment. (See attached

resolution, Exhibit A.)

RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

CR zoning is appropriate at this location to serve residents who live in the vicinity of the site, as well as commuters travelling on either of the two streets at this intersection. CR zoning will allow limited retail and service uses to be developed on the site. The zone includes considerable landscaping and other development performance standards to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of the area.

COMMENTS:

SECTOR PLAN REQUIREMENTS:
CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
NEW ROAD OR UTILITY IMPROVEMENTS:
No known road improvements have occurred in this area.
ERROR OR OMISSION IN CURRENT PLAN:
The current sector plan calls for agricultural and rural residential uses for the site. However, this site is located at the intersection of two arterial streets, which makes it a viable location for a small commercial node.
CHANGES IN GOVERNMENT POLICY:
This location at an intersection is appropriate for rural commercial uses. The requested CR zone is intended to provide limited retail and service uses for the recurring shopping and personal service needs of residents of nearby rural residential areas. Being located at the intersection of two arterial streets, with two potential points of access to the site from the two arterial streets, this site is a typical situation for establishment of a commercial crossroads.
CHANGE IN DEVELOPMENT, POPULATION OR TRAFFIC TRENDS:
There is a commercial establishment to the southeast of the site, which has set a precedent for establishment of a small commercial node around this intersection.

REZONING REQUIREMENTS:
NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY:
1. CR zoning is appropriate at this commercial crossroads location at the intersection of two arterial streets.
2. The surrounding area is developed with a mix of agricultural and rural residential uses. Rural commercial uses are appropriate to serve surrounding residents and commuters through the area.
3. With the performance standards included in the CR zone, the proposal is compatible with the surrounding development and zoning pattern.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE:
1. The requested CR zoning district provides the opportunity to locate limited retail and service uses in a manner convenient to outlying rural areas. It is intended to provide for the recurring shopping and personal service needs of nearby rural residential areas. Development should be compatible with the character of the adjacent neighborhood. This zoning should be placed on properties that are located at or near intersections of arterial and/or collector streets in order to maximize accessibility from surrounding areas. The range of permitted uses is limited to those that are generally patronized on a frequent basis by area residents. Development performance standards are provided to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of these areas.
2. The subject property clearly fits the criteria spelled out in the above general description of the CR zone from the Knox County Zoning Ordinance.

THE EFFECTS OF THIS PROPOSAL
1. Public water is available to serve the site. Sanitary sewer is available in the area, but may have to extended, if necessary, to serve this site.
2. The proposal will have no impact on schools and the traffic impact will depend on the type of commercial uses that are proposed.
3. CR zoning is compatible with surrounding development and should have a minimal impact on adjacent properties.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. With the amendment from Ag-RR to RC, the requested CR zoning would be consistent with the North County Sector Plan.
2. The site is located within the Rural Area on the Knoxville-Knox County-Farragut Growth Policy Plan map. CR zoning is an acceptable zone for consideration within the Rural Area.
3. Approval of these requests could lead to future requests for rural commercial or similar zoning in the surrounding area. Each request would have to be considered on a case by case basis, based on its own merits.

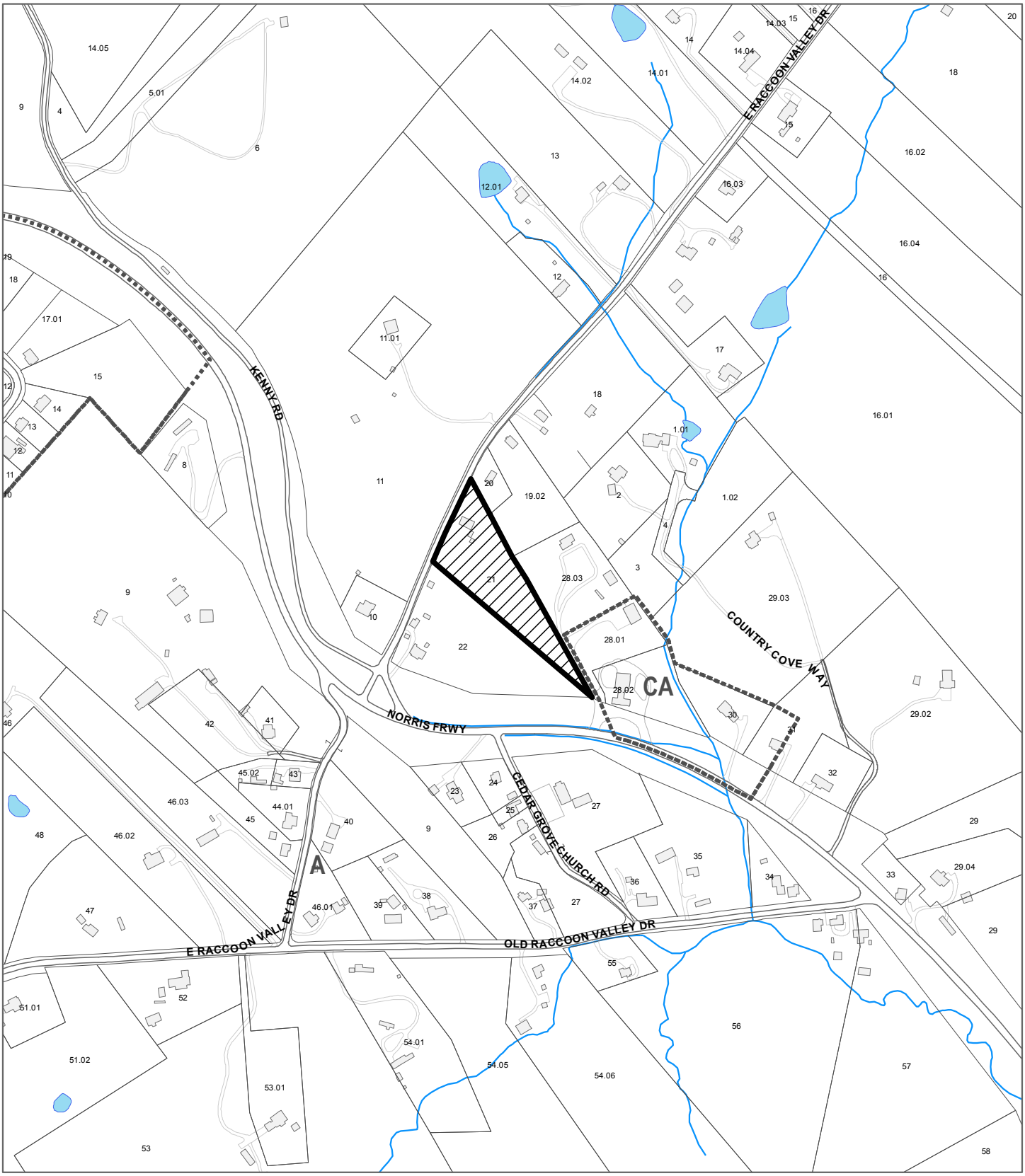
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. New law provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



7-A-11-RZ
REZONING

Petitioner: Vineyard, Leon

From: A (Agricultural)

To: CR (Rural Commercial)

Map No: 18
Jurisdiction: County

0 500
Feet

N

Original Print Date: 6/29/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

KNOXVILLE·KNOX COUNTY
MPC
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Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **30.** **LEON VINEYARD**

Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8.

a. North County Sector Plan Amendment **7-A-11-SP**

From AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #7-A-11-SP, amending the North County Sector Plan to RC (Rural Commercial) and recommend that Knox County Commission also adopt the sector plan amendment.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

* **b. Rezoning** **7-A-11-RZ**

From A (Agricultural) to CR (Rural Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CLANCY) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 34. MOTION CARRIED 11-0-2. APPROVED.

KNOXVILLE-KNOX COUNTY
MPC
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TENNESSEE

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☑ REZONING ☑ PLAN AMENDMENT

Name of Applicant: Leon Vineyard

Date Filed: May 16 2011 Meeting Date: July 14 2011

Application Accepted by: P. Phillips

Fee Amount: 1,000 File Number: Rezoning 7-A-11-RZ

Fee Amount: $600 File Number: Plan Amendment 7-A-11-~~PA~~ 7-A-11-SP

PROPERTY INFORMATION

Address: 3508 E. Raccoon Valley Rd

General Location: Powell TN 37849 S/E side E. Raccoon Valley Rd E/of Norris Fry intersection

Parcel ID Number(s): ~~77~~ 018 021

Tract Size: ~~5.00~~ 2.5

Existing Land Use: FARM

Planning Sector: North Co.

Growth Policy Plan:

Census Tract: 63

Traffic Zone: 194

Jurisdiction: ☐ City Council ____ District

☒ County Commission 8 District

Requested Change

REZONING

FROM: Agr A

TO: ~~CA~~ CR

PLAN AMENDMENT

☐ One Year Plan ☒ ~~RC~~ north Co Sector Plan

FROM: A

TO: RC

PROPOSED USE OF PROPERTY

self storage

Density Proposed — Units/Acre

Previous Rezoning Requests: —

☑ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT

Name: Leon Vineyard

Company:

Address: 9730 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone: 865-922-2957 - (865) 216-3721

Fax:

E-mail:

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Leon Vineyard

Company:

Address: 9730 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone (865) 922-2957 (865) 216-3721

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: [signature]

PLEASE PRINT

Name: Mark Vineyard

Company:

Address: 9720 Norris Fwy

City: Powell State: TN Zip: 37849

Telephone: 865-679-5070

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
Mark Vineyards	9780 Norris Fwy Powell 37849		

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2543 **7-B-11-RZ**

Commission Meeting Date:	08/22/2011
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 AUTUMN CARE, LLC II FOR REZONING FROM CA (GENERAL BUSINESS) TO OB (OFFICE, MEDICAL, AND RELATED SERVICES). Property located east side Canton Hollow Road, west end Flickenger Lane, south of Kingston Pike. 5TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE OB (OFFICE, MEDICAL, AND RELATED SERVICES).

Attachments

Autumn Care LLC II 7-B-11-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/22/2011 04:13 PM **FILE NUMBER: 7-B-11-RZ**

APPLICANT:	AUTUMN CARE, LLC II
APPLICANT'S REQUEST:	REZONING
FROM:	CA (General Business)
TO:	OB (Office, Medical, and Related Services)
AT A DENSITY OF:	48 du/ac
MPC RECOMMENDATION:	**RECOMMEND the Knox County Commission APPROVE OB (Office, Medical and Related Services)**
MPC VOTE COUNT:	11-0-2 (Consent)
LOCATION:	East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike
ACREAGE:	1.09 acres
DISTRICT:	Commission District 5
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/10/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Peter Falk 9122 Linksvue Dr 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 #: 7-B-11-RZ **AGENDA ITEM # 31**

AGENDA DATE: 7/14/2011

APPLICANT:	**AUTUMN CARE, LLC II**
OWNER(S):	Peter Falk
TAX ID NUMBER:	131 04515
JURISDICTION:	County Commission District 5
LOCATION:	**East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike**
APPX. SIZE OF TRACT:	**1.09 acres**
SECTOR PLAN:	Southwest County
GROWTH POLICY PLAN:	Urban Growth Area (Outside City Limits)
ACCESSIBILITY:	Current access is via Flickenger Ln., a local street with 25' of pavement width within 50' of right-of-way. The site also has street frontage on Canton Hollow Rd., a major collector street with 19' of pavement width within 60' of right-of-way.
UTILITIES:	Water Source: First Knox Utility District
	Sewer Source: First Knox Utility District
WATERSHED:	Turkey Creek
PRESENT ZONING:	**CA (General Business)**
ZONING REQUESTED:	**OB (Office, Medical, and Related Services)**
EXISTING LAND USE:	**Vacant land**
PROPOSED USE:	**Assisted living facility**
DENSITY PROPOSED:	**48 du/ac**
EXTENSION OF ZONE:	No
HISTORY OF ZONING:	None noted
SURROUNDING LAND USE AND ZONING:	North: Vacant lot / CA (General Business)
	South: House / RA (Low Density Residential)
	East: Vacant lot / CA (General Business)
	West: Canton Hollow Rd. - Retail center / CA (General Business)
NEIGHBORHOOD CONTEXT:	The area to the north of this site, along Kingston Pike, is developed with commercial uses under primarily CA zoning. To the south of the site is residential development, zoned RA and PR.

STAFF RECOMMENDATION:

RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) zoning.

OB zoning is consistent with the sector plan designation for the property and is compatible with surrounding development and zoning.

COMMENTS:

NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY:

1. OB zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in the area.
2. OB is a less intense zone than CA. There are several properties about 700 feet to the west, on the other side of the retail center, zoned OB.
3. The proposed OB zoning is consistent with the Southwest County Sector Plan proposal for the site.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE:
1. OB zoning provides areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide centralized, compact locations for business offices, clinics, medical and dental offices near residential neighborhoods.
2. Based on the above description, this site is appropriate for OB zoning.

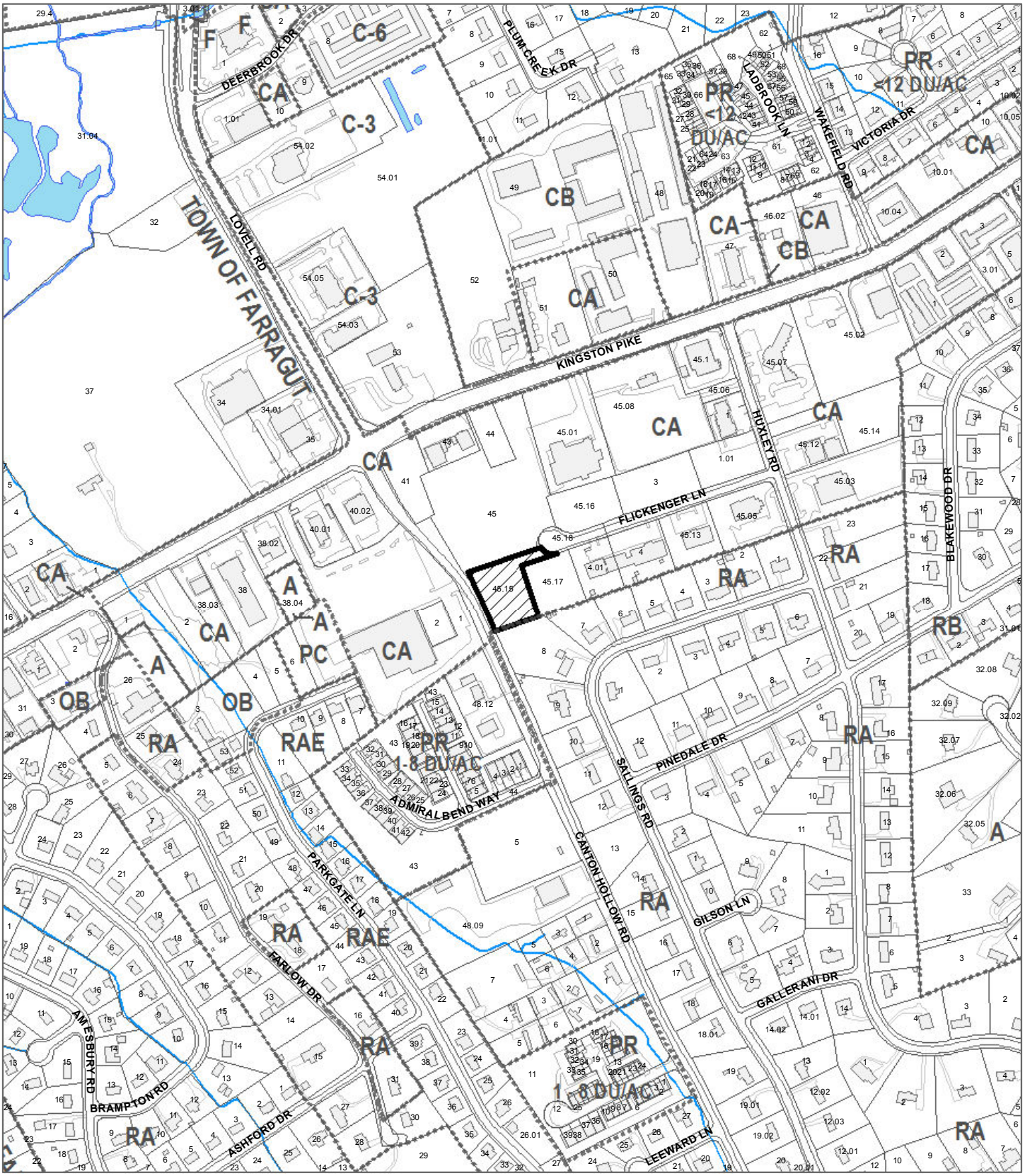
THE EFFECTS OF THIS PROPOSAL
1. Public water and sewer utilities are available to serve the site.
2. The impact to the street system will be minimal.
3. The proposed zoning is compatible with surrounding development, and the impact should be minimal.
4. The applicant wishes to construct an assisted living facility at this location, which is not permitted under CA zoning. The requested OB zoning will allow the proposed use to be considered by MPC as a use on review. A use in review application and plan has been submitted for consideration at the August 11, 2011 meeting (8-B-11-UR).

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. The Southwest County Sector Plan proposes office uses for the site, consistent with the proposed OB zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for OB zoning on surrounding properties zoned CA, which is consistent with the sector plan proposal for office uses in the area.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



7-B-11-RZ
REZONING

Petitioner: Autumn Care, LLC II

From: CA (General Business)

To: OB (Office, Medical, and Related Services)

Map No: 131
Jurisdiction: County

0 500
Feet

N

Original Print Date: 6/22/2011 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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **31.** **AUTUMN CARE, LLC II** **7-B-11-RZ**

East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CLANCY) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 34. MOTION CARRIED 11-0-2. 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: Autumn Care, LLC II

Date Filed: 5/31/11 Meeting Date: 7/14/11

Application Accepted by: M. Payne

Fee Amount: 1000.00 File Number: Rezoning 7-B-11-RZ

Fee Amount: _____ File Number: Plan Amendment _____

PROPERTY INFORMATION

Address: 0 Canton Hollow Road

General Location: lot 45.15 at E/S Canton Hollow Road & W/S Flockensen Lane

Parcel ID Number(s): 131-04515

Tract Size: 1.09 ac

Existing Land Use: VACANT

Planning Sector: Southwest County

Growth Policy Plan: _____

Census Tract: 58.04

Traffic Zone: 231

Jurisdiction: ☐ City Council _____ District
☑ County Commission 5th District

Requested Change

REZONING

FROM: CA

TO: OB

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Assisted Living

Density Proposed 48 Units/Acre

Previous Rezoning Requests: _____

☐ PROPERTY OWNER ☑ OPTION HOLDER

PLEASE PRINT
Name: Peter Falk

Company: Autumn Care, LLC II

Address: 9122 Linksvue Drive

City: Knoxville State: TN Zip: 37922

Telephone: 865-680-3009

Fax: 865-690-5353

E-mail: Autumncare@comcast.net

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Peter Falk

Company: Autumn Care, LLC II

Address: 9122 Linksvue Drive

City: Knoxville State: TN Zip: 37922

Telephone: 865-680-3009

Fax: 865-690-5353

E-mail: Autumncare@comcast.net

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: Peter Falk

Company: Autumn Care, LLC II

Address: 9122 Linksvue Drive

City: Knoxville State: TN Zip: 37922

Telephone: 865-680-3009

E-mail: Autumncare@comcast.net

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
Peter Falk	9122 Lonesome Dove	Knoxville	TN	37922		✓
Don C. Maddox	12014 Taylors Landing Dr.	Knoxville	TN	37934	✓	

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

LEON VINEYARD - Southeast side Raccoon Valley Dr, northeast of Norris Fwy., Commission District 8. **North County Sector Plan Amendment** from AG/RR (Agricultural/Rural Residential) to RC (Rural Commercial) and **Rezoning** from A (Agricultural) to CR (Rural Commercial). MPC Recommendation: Approve.

AUTUMN CARE, LLC II - East side Canton Hollow Rd., west end Flickenger Ln., south of Kingston Pike, Commission District 5. Rezoning from CA (General Business) to OB (Office, Medical, and Related Services). MPC Recommendation: Approve.

JOHN WM. MASE - Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2544 **7-E-11-RZ**

Commission Meeting Date:	08/22/2011
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 JOHN WM. MASE FOR REZONING FROM A (AGRICULTURAL) TO RA (LOW DENSITY RESIDENTIAL): Property located northeast side Andes Road, southeast of Fry Road. 6TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE RA (LOW DENSITY RESIDENTIAL).

Attachments

John Wm. Mase 7-E-11-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/25/2011 09:47 AM **FILE NUMBER: 7-E-11-RZ**

APPLICANT:	JOHN WM. MASE
APPLICANT'S REQUEST:	REZONING
FROM:	A (Agricultural)
TO:	RA (Low Density Residential)
MPC RECOMMENDATION:	**RECOMMEND the Knox County Commission APPROVE RA (Low Density Residential)**
MPC VOTE COUNT:	11-0-2 (Consent)
LOCATION:	Northeast side Andes Rd., southeast of Fry Rd.
ACREAGE:	1.8 acres
DISTRICT:	Commission District 6
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/10/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	John Wm. Mase 2412 Rowena Ln Knoxville, TN 37931
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes
Consistent with Growth Plan?	Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

FILE #: 7-E-11-RZ **AGENDA ITEM # 34**

AGENDA DATE: 7/14/2011

APPLICANT:	**JOHN WM. MASE**
OWNER(S):	John Wm. Mase
TAX ID NUMBER:	105 028
JURISDICTION:	County Commission District 6
LOCATION:	**Northeast side Andes Rd., southeast of Fry Rd.**
APPX. SIZE OF TRACT:	**1.8 acres**
SECTOR PLAN:	Northwest County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Andes Rd., a major collector street with 21' of pavement width within 50' of right-of-way.
UTILITIES:	Water Source: West Knox Utility District
	Sewer Source: West Knox Utility District
WATERSHED:	Ten Mile Creek
PRESENT ZONING:	**A (Agricultural)**
ZONING REQUESTED:	**RA (Low Density Residential)**
EXISTING LAND USE:	**Residence**
PROPOSED USE:	**Detached dwellings**
EXTENSION OF ZONE:	Yes, extension of RA from three sides
HISTORY OF ZONING:	None noted
SURROUNDING LAND USE AND ZONING:	North: House / RA (Low Density Residential)
	South: House / RA (Low Density Residential)
	East: Houses / RA (Low Density Residential)
	West: Andes Rd. - House / RA (Low Density Residential)
NEIGHBORHOOD CONTEXT:	This area is developed with agricultural and rural to low density residential uses under A, RA and PR zoning.

STAFF RECOMMENDATION:

RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

RA zoning allows compatible uses with the surrounding development and zoning pattern and is consistent with the sector plan proposal for the site. It is an extension of RA zoning from the north and east.

COMMENTS:

NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY

1. RA zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in the area.
2. There is a large area of RA zoning already in place to the north and east of the site. This proposal is an extension of that RA zoning.
3. The proposed RA zoning is consistent with the Northwest County Sector Plan proposal for the site.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE
1. RA zoning provides for residential areas with low population densities. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.
2. Based on the above description, this site is appropriate for RA zoning.
3. If connected to sewer, the RA zone allows detached residential development with a minimum lot size of 10,000 sq. ft. Without sewer, the minimum lot size is 20,000 sq. ft., subject to approval by Knox County Health Department.

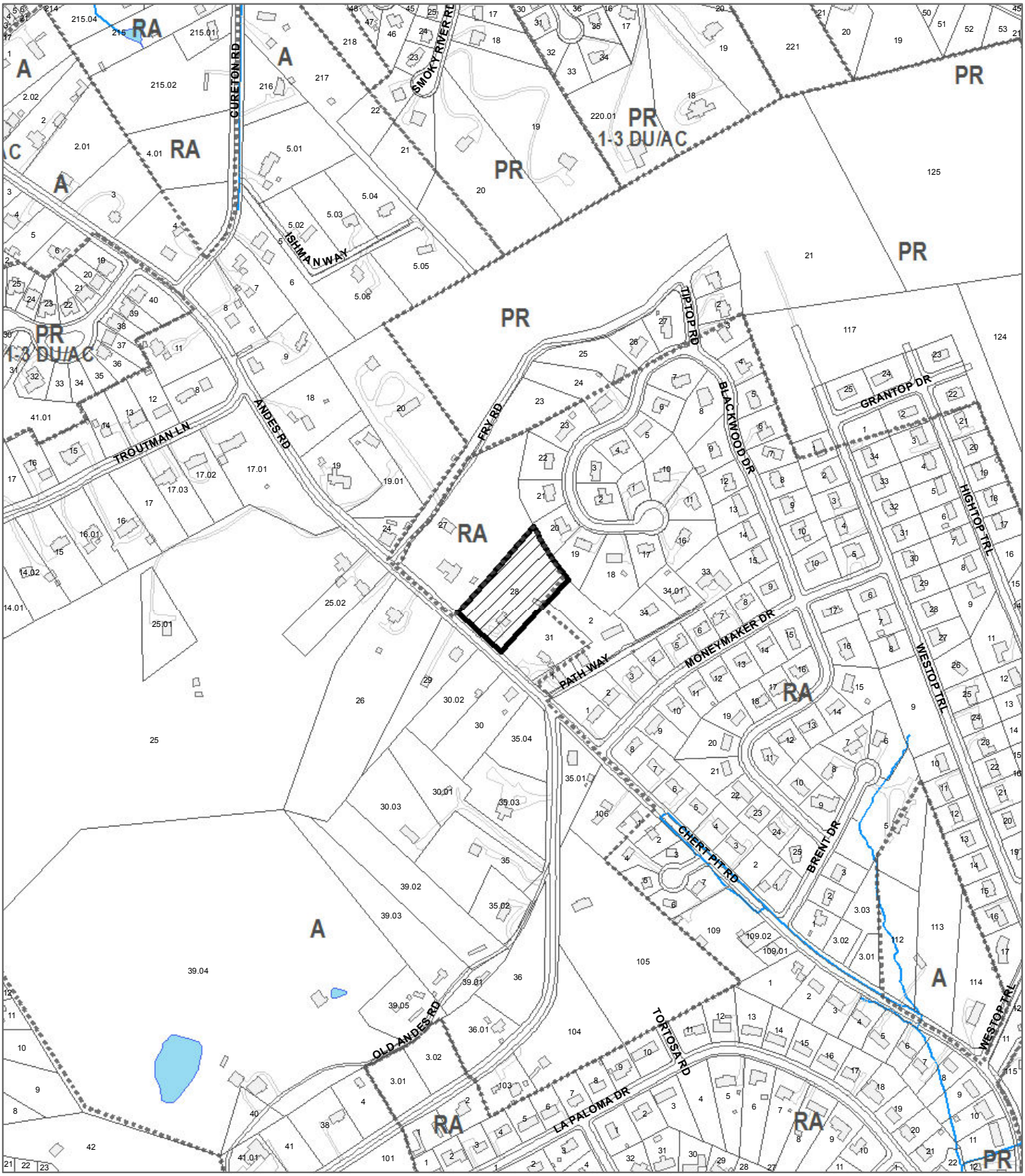
THE EFFECTS OF THIS PROPOSAL
1. Public water and sewer utilities are available in the area, but may need to be extended to serve the site.
2. The impact to the street system will be minimal. When a plat is submitted to subdivide the property, a right-of-way dedication will be required. In this section of Andes Rd., this dedication will be 30 feet from the right-of-way centerline.
3. The proposed zoning is compatible with surrounding development, and the impact on surrounding properties should be minimal.
4. The applicant intends to subdivide this 1.8 acre parcel into 2 or more residential lots.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. The Northwest County Sector Plan proposes low density residential use for the site, consistent with the requested RA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for RA zoning on surrounding properties zoned Agricultural, which is consistent with the sector plan proposal for low density residential uses in the area.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



7-E-11-RZ
REZONING

Petitioner: Mase, John Wm.

From: A (Agricultural)

To: RA (Low Density Residential)

Map No: 105
Jurisdiction: County

0 500
Feet

N

Original Print Date: 6/22/2011 Revised:

*Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902*

ITEM 34

#34
7-E-11-RZ

July 13, 2011

To the Knox County Zoning Board members,

We the undersigned property owners residing near the locaction and oppose the rezoning of the property on today's agenda

Citing

1. Decreasing the value of our property.
   a. The current economic state has already caused property values to decrease.
   b. Rezoning and construction will drastically alter the views from our homes from wooded lot to roof tops due to the elevation change.
   c. The addition of housing with so many available properties will decrease values even more.
2. The loss of the natural habitat of deer, coyote, wild turkey, other small mammals and birds.
3. We request the board deny this request. Citing not enough information has been provided as to the effects this change will cause on our homes.
   a. The number of homes.
   b. The size of the lots.
   c. The estimated value of the homes.
   d. The handling of runoff water from the hill above the area.
   e. Whether there will be additional roads added.
   f. Whether this road will be a county road or private road.
4. We would also request that the board notify us if any additional hearings will be scheduled for this agenda item.

Respectfully submitted.

NAME Gwang H. Son 691-0986
ADD 1704 Blackwood Dr
SIGN Gwang H Son

NAME Lisa Free 357-7030
ADD 1695 TipTop DR
SIGN Lisa Free

NAME Shannon Roddy 951-0348
ADD 1604 Tiptop Rd
SIGN Shannon Roddy

NAME Robert B Paskiewicz 865-201-7469
ADD 1724 Blackwood Dr
SIGN

NAME Alvin & Connie Lynch 865-680-6555
ADD 1600 TIP TOP RD
SIGN

NAME Jody Ogle 230-5711
ADD 1732 Blackwood Dr.
SIGN Jody Ogle

NAME Karen Poskevich 865-201-7969

ADD 1724 Blackwood Dr.

SIGN

NAME GAGLE BASILCA

ADD 1728 BLACKWOOD DR

SIGN

NAME AL MEREDITH

ADD 1734 BLACKWOOD DRIVE

SIGN

NAME GEORGE BASILCA

ADD 1728 BLACKWOOD DR

SIGN

NAME ROBERT TAYLOR 865-531-1763

ADD 1735 BLACKWOOD DR.

SIGN

NAME Tim Broderick 865-670-0152

ADD 1738 BLACKWOOD DR

SIGN

NAME

ADD

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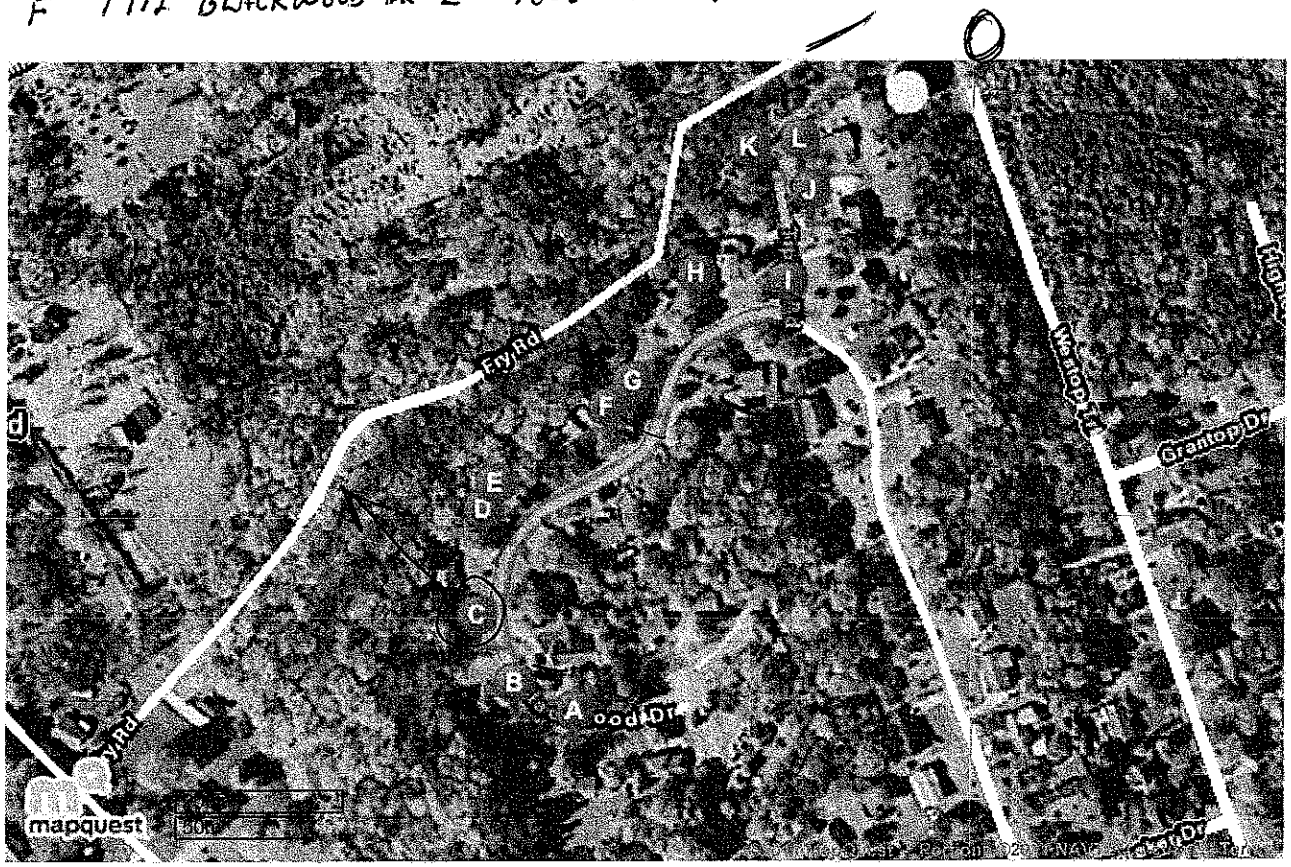
mapquest

Notes

Trip to:
1608 Tiptop Rd
Knoxville, TN 37923
0.22 miles

A	1732	BLACKWOOD DR	G	1708	BLACKWOOD DR
B	1728	BLACKWOOD DR	H	1704	BLACKWOOD DR
C	1724	BLACKWOOD DR	I	1660	TIPTOP RD
D	1720	BLACKWOOD DR	J	1604	TIPTOP RD
E	1716	BLACKWOOD DR	K	1605	TIPTOP RD
F	1712	BLACKWOOD DR	L	1608	TIPTOP RD



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FAX • 215 • 2068
www•knoxmpc•org

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

34. JOHN WM. MASE **7-E-11-RZ**

Northeast side Andes Rd., southeast of Fry Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

Robert B. Paskiewicz Jr., 1724 Blackwood Drive, Knoxville, TN 37923

I submitted to Mr. Johnson a small portion of the landowners that live in conjunction with this area and in surrounding areas. Representing those homeowners listed on the document plus several of you received phone calls and texts since being here today. We are opposed to this rezoning for a number of reasons. Adding additional new housing will negatively affect the value of our homes. Changing the wooded lots that are behind most of our homes will alter the rear view of our homes from which we purchased from that of wooded to the rooftops of homes since we are in over a 30% elevation above them. Removal of the greenway will increase the noise streaming from Andes Road affecting the property value as well. Property values have already taken a hit in this economic situation adding new homes and changing the views of our existing homes will add to this. The loss of the natural habitat that we currently enjoy with deer, coyote, wild turkey and other small

animals and birds is inevitable. Concerned the eventually Fry Road which we understood was built as an agriculture road, will not be connected to Tip Top Road and or West Top Trail opening such neighborhoods to through traffic rather than deadend community that we purchased our homes in. Concerns whether Fry Road will remain a private road or become a County road because we have issues with 4-wheelers and ATV's and off road motorcycles currently enjoying that road. Concerns about the size of the lots, the number of housing, additional roads after or during development that might be side shoots off of Fry Road that will also affect the value of our homes. Another issue is handling the runoff from the property that we have as well as the property directly behind our properties since we are on that 30 degree elevation. We experience erosion now and we have all had to make efforts to stop that erosion. Our property is basically eroding onto the property currently proposed for development. I have requested an appraisal or an effect of the values of our homes after the homes were built and I was told that they could not do an appraisal or such until there was a plan of how many homes, the size of the lots, etc. After such plan was submitted it would take 30 days to 60 days for us to be able to get an appraisal of how it would affect our homes. We would ask the Commission to deny this change and respectfully request any information be provided to use if an so it becomes available.

John W. Mase, 2412 Rowena Lane. I also purchased this home here on Andes about two years ago that y brother-in-law lives in that is disabled. It has a lot next door to it. It is level. I have to remove one tree in order to build this home that I am going to build for a friend of mine's that is 77 years old and his wife is in a nursing home. I am only doing it to help him. If this is the way they feel, then I can live it. Thank you.

Anders: Sir, I am a little confused. I just want to make sure we...

Mase: I bought this land two years ago.

Anders: I understand. But you want this approved. Right?

Mase: Yes sir. I am going to build a small house for a friend of mine that is disabled and his wife is in the nursing home. We grew up together. That is the only reason I am doing it is to help someone.

Anders: I understand that. But when you walked away you said if that is how they feel then that is fine.

Mase: True. I am not going to fight the community. I am not that type of person. If that is what they want then so be it. I am just doing what the good Lord tells me too. I am trying to help

someone that is a friend. We have been friends for 55 years. Him and my wife are friends with my wife and my wife passed away four years ago.

Anders: Yes sir. I understand that. Personally, and I am going to go to Commission, RA zoning which you are requesting is perfectly suitable in that area. Everything around there is RA.

Mase: Yes sir. I just have to remove one tree off the property that is all that I am going to remove.

Wes Stowers: That was my point. It is RA surrounded by RA. To me if makes perfect sense. It fits the sector plan.

MOTION (STOWERS) AND SECOND (CLANCY) WERE MADE TO APPROVE STAFF RECOMMENDATION.

Rachel Craig: Question for staff. This 1.8 acres if it is rezoned RA, how many dwelling units could be built on that property?

Mike Brusseau: If sewer is there, which I am not sure if it is... Mase: Yes there is sewer there. Brusseau: it allows 10,000 square foot lot sizes under RA so that would be approximately 6 or 7 lots potentially. My understanding is this gentleman would just like to create two lots.

Mase: One. I am just going to build.. there is a brick home on it already. I am going to build one other home next to it and that is it.

Craig: So he could not build the additional home under Ag zoning because that requires at least one acre for each dwelling.

Kane: I was going to make the observation for the community if they are concerned about intensity and that kind of stuff. The second part of this is when it comes up for subdivision and the number of lots. That is the next stage for him is to would be to come in for a subdivision which presumably based on what he is saying will just be two lots.

Brusseau; If it is just two lots, it will not need to be heard by this body. It would be an administrative plat.

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: JOHN Wm. MASE

Date Filed: 5/31/2011 Meeting Date: 7/14/2011

Application Accepted by: M. Payne

Fee Amount: 500.00 File Number: Rezoning 7-E-11-RZ

Fee Amount: — File Number: Plan Amendment —

RECEIVED MAY 31 2011 METROPOLITAN PLANNING COMMISSION

PROPERTY INFORMATION

Address: 1608 Andes Road

General Location: N/s Andes Road, W. of Path Way (pvt)

Parcel ID Number(s): 105 028

Tract Size: 1.8 acres

Existing Land Use: Residence

Planning Sector: Northwest County

Growth Policy Plan:

Census Tract: 46.06

Traffic Zone: 225

Jurisdiction: ☐ City Council ____ District
☑ County Commission 6th District

Requested Change

REZONING

FROM: Ag

TO: RA

PLAN AMENDMENT

~~☐ One Year Plan~~ ☐ ____ Sector Plan

FROM:

TO:

PROPOSED USE OF PROPERTY

Single family per RA zoning

Density Proposed per Zoning Units/Acre

Previous Rezoning Requests:

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT
Name: JOHN Wm. MASE

Company:

Address: 2412 Rowena Lane

City: Knoxville State: TN Zip: 37931

Telephone: 865 690-0026

Fax:

E-mail:

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Same

Company:

Address:

City: State: Zip:

Telephone:

Fax:

E-mail:

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form

Signature: John Wm. Mase

PLEASE PRINT
Name: JOHN Wm. MASE

Company:

Address: 2412 Rowena Lane

City: Knoxville State: TN Zip: 37931

Telephone: 690-0026

E-mail:

Meetings 92 Meetings 92

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, **August 22, 2011,** at 6:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in the office of the Metropolitan Planning Commission, 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

PSC METALS, INC. - Northeast side Cogdill Rd., southeast of Starkey Ln., Commission District 6. **Northwest County Sector Plan Amendment** from LI (Light Industrial) to HI (Heavy Industrial) and **Rezoning** from RA (Low Density Residential)/TO (Technology Overlay) and CB (Business and Manufacturing)/TO (Technology Overlay) to I (Industrial) /TO (Technology Overlay). MPC Recommendation: Approve HI sector plan for reduced 4.76 acre area and approve I (Industrial) / TO (Technology Overlay) for reduced 4.76 acre area, subject to one condition and limiting uses to those set out in 5.61.03.d of the zoning ordinance plus those uses allowed in the CB zone.

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JUDY PAYNE, AMY AND BRAD SABOL - Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

Other Business

Presentation of the report of the Knox County Stormwater Ordinance Review Committee. MPC Recommendation: Approve.

RLA-2545 **7-F-11-RZ**

Commission Meeting Date:	08/22/2011
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 JUDY PAYNE, AMY AND BRAD SABOL FOR REZONING FROM A (AGRICULTURAL) TO RA (LOW DENSITY RESIDENTIAL); Property located southeast side Foust Drive, southwest of Mascot Road. 8TH COMMISSION DISTRICT. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE RA (LOW DENSITY RESIDENTIAL).

Attachments

Judy Payne, Amy and Brad Sabol 7-F-11-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

7/25/2011 10:05 AM **FILE NUMBER: 7-F-11-RZ**

APPLICANT:	JUDY PAYNE, AMY AND BRAD SABOL
APPLICANT'S REQUEST:	REZONING
FROM:	A (Agricultural)
TO:	RA (Low Density Residential)
MPC RECOMMENDATION:	**RECOMMEND the Knox County Commission APPROVE RA (Low Density Residential)**
MPC VOTE COUNT:	11-0-2 (Consent)
LOCATION:	Southeast side Foust Dr., southwest of Mascot Rd.
ACREAGE:	1.7 acres
DISTRICT:	Commission District 8
MPC HEARING ON:	7/14/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	6/10/2011
LEGISLATIVE HEARING ON:	8/22/2011
PUBLISHED IN:	News-Sentinel
DATE PUBLISHED:	7/22/2011
APPLICANT'S ADDRESS:	Amy Hawkins-Sabol 8540 Foust Dr., A Knoxville, TN 37924
LEGISLATIVE BODY:	Knox County Commission
Consistent with Sector Plan?	Yes
Consistent with Growth Plan?	Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

FILE #: 7-F-11-RZ **AGENDA ITEM # 35**

AGENDA DATE: 7/14/2011

APPLICANT:	**JUDY PAYNE, AMY AND BRAD SABOL**
OWNER(S):	Amy Hawkins-Sabol
TAX ID NUMBER:	51 D C 007
JURISDICTION:	County Commission District 8
LOCATION:	**Southeast side Foust Dr., southwest of Mascot Rd.**
APPX. SIZE OF TRACT:	**1.7 acres**
SECTOR PLAN:	Northeast County
GROWTH POLICY PLAN:	Planned Growth Area
ACCESSIBILITY:	Access is via Foust Dr., a local street with 14-15' of pavement width within 35-50' of right-of-way.
UTILITIES:	Water Source: Northeast Knox Utility District
	Sewer Source: Knoxville Utilities Board
WATERSHED:	Holston and French Broad
PRESENT ZONING:	**A (Agricultural)**
ZONING REQUESTED:	**RA (Low Density Residential)**
EXISTING LAND USE:	**Two dwellings**
PROPOSED USE:	**Two dwellings**
EXTENSION OF ZONE:	Yes, extension of RA from the north
HISTORY OF ZONING:	None noted
SURROUNDING LAND USE AND ZONING:	North: Foust Dr. - Residences / RA (Low Density Residential)
	South: Vacant land / A (Agricultural)
	East: Residences / A (Agricultural)
	West: Residences / A (Agricultural)
NEIGHBORHOOD CONTEXT:	This area is developed with agricultural and rural to low density residential uses under A and RA zoning. Commercial uses are located to the north along Rutledge Pike.

STAFF RECOMMENDATION:

RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

RA zoning allows compatible uses with the surrounding development and zoning pattern and is consistent with the sector plan proposal for the site.

COMMENTS:

NEED BASED ON SUBSTANTIALLY CHANGED/CHANGING CONDITIONS IN THE AREA OR THE COUNTY GENERALLY

1. RA zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in the area.
2. There is a large area of RA zoning already in place to the north of this site. This proposal is an extension of that RA from the north.

3. The proposed RA zoning is consistent with the Northeast County Sector Plan proposal for the site.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE
1. RA zoning provides for residential areas with low population densities. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.
2. Based on the above description, this site is appropriate for RA zoning.
3. If connected to sewer, the RA zone allows detached residential development with a minimum lot size of 10,000 sq. ft. Without sewer, the minimum lot size is 20,000 sq. ft., subject to approval by Knox County Health Department.

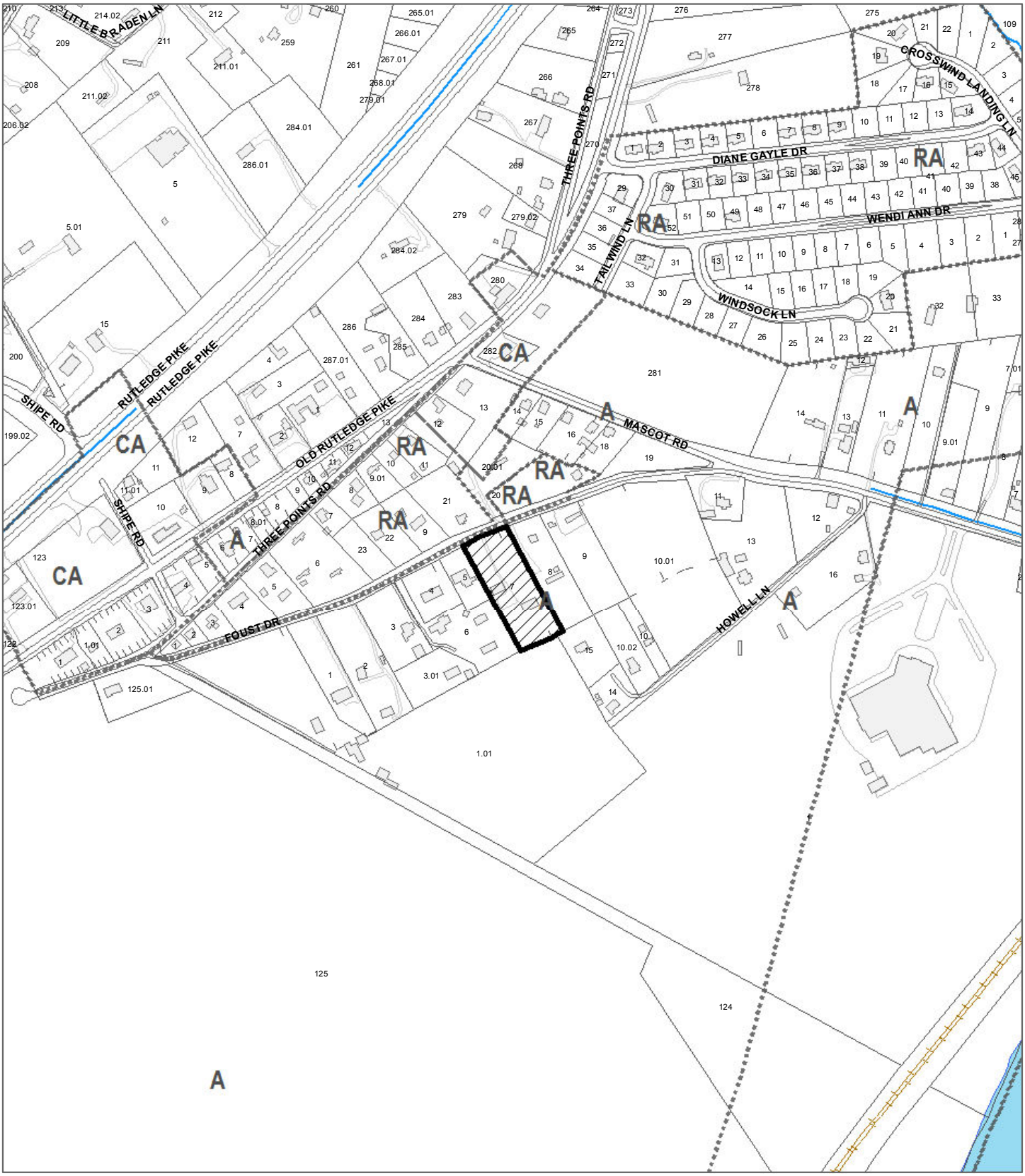
THE EFFECTS OF THIS PROPOSAL
1. Public water and sewer utilities are available in the area, but may need to be extended to serve the site.
2. The impact to the street system will be minimal. When a plat is submitted to subdivide the property, a right-of-way dedication will be required. In this section of Foust Dr., this dedication will be 25 feet from the right-of-way centerline.
3. The proposed zoning is compatible with surrounding development, and the impact should be minimal, as the two residential structures are already in place.
4. The applicant intends to subdivide this 1.7 acre parcel into 2 lots to provide separate lots for the two residential structures on site.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. The Northeast County Sector Plan proposes low density residential use for the site, consistent with the requested RA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for RA zoning on surrounding properties zoned Agricultural, which is consistent with the sector plan proposal for low density residential uses in the area.

ESTIMATED TRAFFIC IMPACT: Not calculated.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 8/22/2011. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



7-F-11-RZ
REZONING

Petitioner: Judy Payne, Amy and Brad Sabol

From: A (Agricultural)

To: RA (Low Density Residential)

Map No: 51

Jurisdiction: County

0 500

Feet

N

Original Print Date: 6/22/2011 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

Minutes (Unapproved)

July 14, 2011

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on July 14, 2011 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

	Mr. Robert Anders, Chair		Mr. Michael Kane
	Ms. Ursula Bailey	A	Mr. Nate Kelly
	Mr. Bart Carey		Mr. Robert Lobetti
	Ms. Laura Cole		Ms. Rebecca Longmire, Vice Chair
	Mr. Art Clancy		Mr. Brian Pierce
	Ms. Rachel Craig		Mr. Jack Sharp
	Mr. George Ewart		Mr. Wes Stowers
* **	Mr. Stan Johnson		

* Arrived late to the meeting.
** Left early in the meeting. A – Absent from the meeting

* **35.** **JUDY PAYNE, AMY AND BRAD SABOL** **7-F-11-RZ**

Southeast side Foust Dr., southwest of Mascot Rd., Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CLANCY) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 34. MOTION CARRIED 11-0-2. 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: Judy Payne, Amy and Brad Sabol

Date Filed: 5/31/2010 Meeting Date: 7/14/2011

Application Accepted by: M. Payne

Fee Amount: 500 00/100 File Number: Rezoning 7-F-11-RZ

Fee Amount: — File Number: Plan Amendment —

RECEIVED
MAY 31 2011
METROPOLITAN PLANNING COMMISSION

PROPERTY INFORMATION

Address: 8540 Foust Drive

General Location: S/S Foust Drive E/ of Mascot Rd

Parcel ID Number(s): 051OC007

Tract Size: 1.7 acres

Existing Land Use: Residential

Planning Sector: Northeast County

Growth Policy Plan: Rural

Census Tract: 65

Traffic Zone: 179

Jurisdiction: ☐ City Council ____ District
☑ County Commission 8th District

Requested Change

REZONING

FROM: A

TO: RA

PLAN AMENDMENT

~~☐ One Year Plan~~ ☐ ____ Sector Plan

FROM:

TO:

PROPOSED USE OF PROPERTY

Remain Current use of residential. Two Dwellings currently on 1.7 acres

~~Density Proposed~~ ____ Units/Acre

~~Previous Rezoning Requests:~~

☐ PROPERTY OWNER ☒ OPTION HOLDER

PLEASE PRINT
Name: Amy Hawkins-Sabol

Company:

Address: 8540 A Foust Drive

City: Knoxville State: TN Zip: 37924

Telephone: 865-465 3180

Fax:

E-mail: Amys820@comcast.net

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: Amy Hawkins Sabol for Judy Payne

PLEASE PRINT
Name: Judy Payne

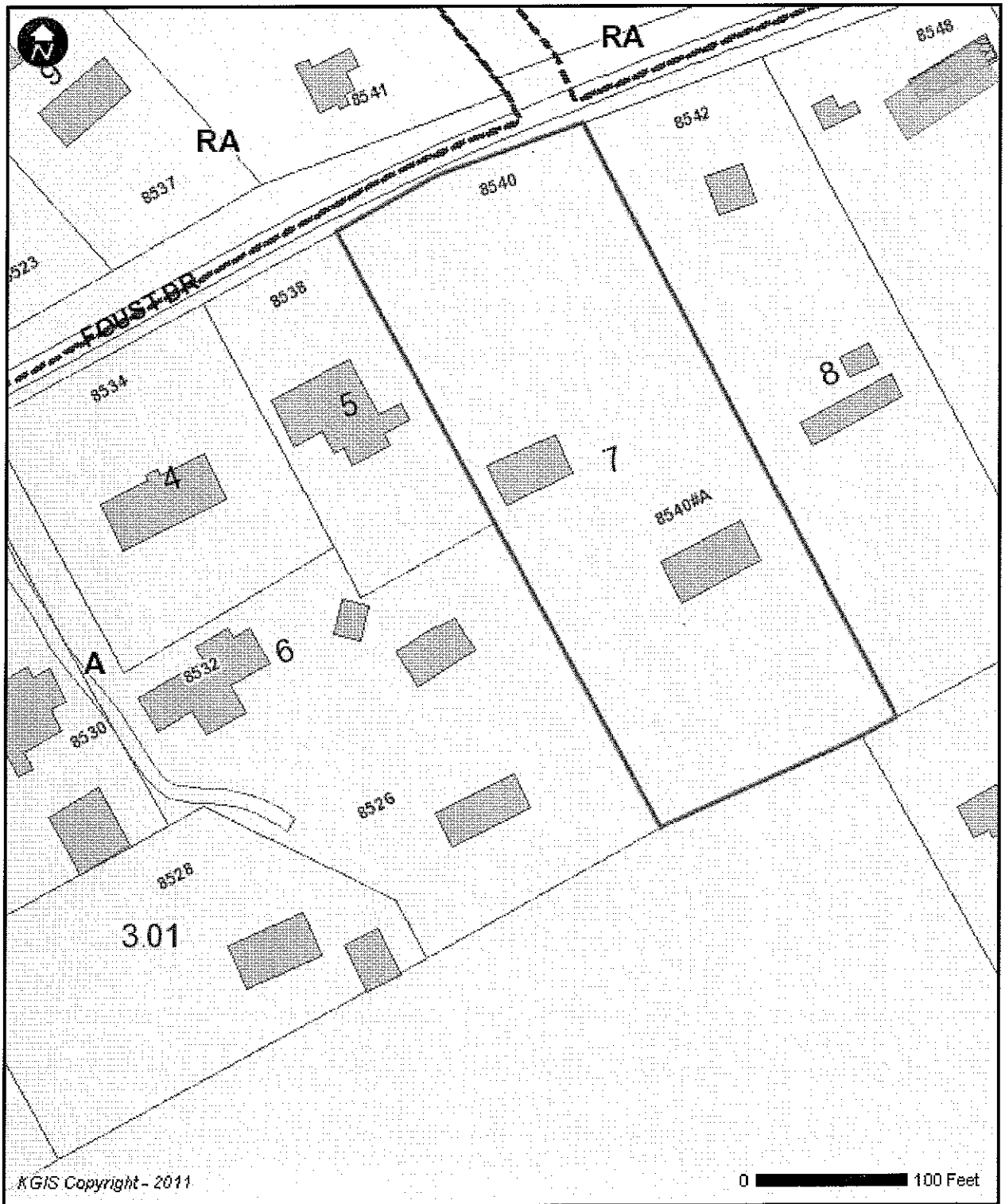
Company:

Address: 8540 Foust Drive

City: Knoxville State: TN Zip: 37924

Telephone: 865-933-7987

E-mail:



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CONTRACT FOR SALE OF LAND

Date: May 19, 2011

THIS CONTRACT OF SALE is made and entered into by and between Judy Payne, ("**Seller**"), and Amy & Brad Sabol, ("**Buyer**").

Seller acknowledges receipt from Buyer the sum of Five hundred & no/100 Dollars ($500.00) as deposit on account of offer by the Buyer, to purchase the property of Judy Payne, said property being described as follows: 3/4 acre ±, 8540 Fours Dr, Knox County, TN

upon the terms and conditions as follows:

1. Full Purchase Price $5,000.00 of which the above deposit shall apply as part, balance payable in the following manner: cash at closing

2. Conveyance of title is to be made by Warranty Deed, free and clear of encumbrances or liens except restrictive covenants, current taxes, existing easements (including, but not limited to, easements for roads, utilities, drainage, rights-of-ways).

3. Buyer shall have a period of ____ days to examine the title and should title prove to be "defective", Seller shall be granted a period of ____ days to start to cure defects. This sale shall be closed on or before Nov. 1, 2011. Time is of the essence

4. Seller agrees to protect Buyer's interest in property until closing of transaction. Should the property be destroyed or materially damaged prior to the closing, Buyer shall have the option of terminating this contract. Buyer shall have the responsibility of obtaining any insurance coverage on his interest prior to closing

5. Possession to be at closing

6. The Buyer shall properly execute any required notes and mortgages and pay all expense of securing any loan unless otherwise noted.

7. All adjustments of taxes, insurance premiums, interest, assessments and rents or other items on the said property are to be made on a pro-rata basis as of closing

8. Seller agrees to pay mortgage payments through closing

9. Seller agrees to furnish satisfactory termite inspection or treatment. ____ Yes 1 No.

10. Buyer acknowledges that he has inspected the physical condition of the property and accepts the property in "AS IS" condition. Seller agrees to deliver the property to Buyer at the closing in the same condition as on the date hereof, normal wear and tear excepted.

11 The following personal property is included in the purchase price: N/A

12. Seller excepts the following items: N/A

13 Other: Buyer to pay cost of survey. Sale conditional on seller getting necessary approvals & permits by Knox County and/or Knox Co. Planning Commission

14. Buyer agrees to make loan application within 15 days of contract date.

15. If the Buyer fails to perform the covenants herein contained within the time specified, the deposit made by the Buyer shall be forfeited as liquidated damages If merchantable title cannot be given or title insurance secured, Seller will refund earnest money to Buyer. This contract is enforceable at the option of either party in an action for specific performance.

16. The words Buyer and Seller shall include their heirs, administrators, executors, successors and assigns, and pronoun "her" or "it" shall be interpreted for "his" whenever the context so admits or requires Where the circumstances require the singular shall apply to the plural and the plural to the singular. This contract is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. This contract is not assignable

17 This instrument shall become effective as a contract when signed by Buyer and Seller

18. All parties hereto hereby agree that they have read and understood this contract and have received a copy thereof.

19. This contract contains the entire agreement of the parties. There are no additional agreements, express or implied, and no express or implied warranties Any changes must be in writing and signed by the parties.

Craig Hawkins - Salal
Buyer

Paul B Salal
Buyer

Accepted and approved on this the 11 day of May, 2011

X Judy D. Payne
Seller

Seller

12-99

Meetings 92 Meetings 92

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