

Knox County Commission

MICHAEL HAMMOND
Commissioner, Tenth District



Chairman
Knox County Commission

NOTICE

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

FROM: Commissioner Mike Hammond, Chairman

THE CHAIRMAN OF THE KNOX COUNTY COMMISSION SHALL CONFIRM RECEIPT OF ITEMS AND SET THE FINAL JUNE AGENDA OF THE KNOX COUNTY COMMISSION AT 1:30 P.M. ON WEDNESDAY, JUNE 6, 2012 VIA EMAIL AND TELEPHONE CONFERENCE WITH THE COMMISSION OFFICE.

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

AGENDA

1. Consideration of a Resolution of the Commission of Knox County, Tennessee honoring the Gibbs High School softball team for winning the state championship title.
(Commissioner Wright)
2. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the appointment of _____, _____, and _____ to serve as Directors of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox.
(Development Corporation)

3. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the appointment of Robin Askew completing the unfulfilled term of Patricia Crumley, and Ed Poore completing the unfulfilled term of Jay Crippen, each of whom have recently resigned from serving as Directors of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox.
(Development Corporation)
4. Consideration of a Resolution of the Commission of Knox County, Tennessee reappointing Lavada Grissom (District 9) and other members to the Knox County Library Advisory Board.
(Commissioner Brown)
5. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Foreign Language Academy for interpreter and translator services.
(Schools)
Education Consent
6. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the construction of a synthetic turf football practice field for Farragut High School at a cost of \$121,000.00 paid for by donations from former players and area businessmen.
(Schools)
Education Consent
7. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Trane energy efficiency improvements and facility upgrades Phase III-B at a cost of \$481,034.00.
(Schools)
Education Consent
8. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the FY 2012 General Purpose School Fund Balance Designations in the amount of \$6,674,574.00.
(Schools)
Education Consent
9. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Southeast Eye Center, GP in District 7.
(Engineering and Public Works)

10. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Thomas C. & Martha K. Beeler in District 6.
(Engineering and Public Works)
11. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Landview Development, LLC in District 6.
(Engineering and Public Works)
12. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Ashwood Properties, LLC in District 6.
(Engineering and Public Works)
13. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the right of way acquisitions necessary as part of the Bob Gray Road and Mabry Hood Road/Hickey Road Intersection Improvements (9 tracts) and the Bob Gray Road and Bob Kirby Road Intersection Improvements (9 tracts) as referenced in the Cannon and Cannon, Inc. plans.
(Engineering and Public Works)
14. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the right of way acquisitions necessary as part of the Beaver Ridge Road Sidewalk Improvement Project (21 tracts) as referenced in the Urban Engineering Inc. plans.
(Engineering and Public Works)
15. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an equipment rental services contract with_____ for the use of various roadway construction equipment items.
(Engineering and Public Works)
16. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Rogers Group, Inc. for the provision of hot mix hauling placement, sidewalk and curbing.
(Engineering and Public Works)

17. Consideration of a Resoution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$1,400.00 with David K. Henry for the right of way acquisition, slope and construction easements on agricultural property located on Conner Road (Tract 5) as part of the Conner road Bridge Replacement and Road Improvement Project.
(Engineering and Public Works)
18. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$250.00 with Dorothy Leinart for the right of way acquisition, slope and construction easements on agricultrual property located on Conner Road (Tract 3) as part of the Conner Road Bridge Replacement and Road Improvement Project.
(Engineering and Public Works)
19. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Contract Amendment II between Knox County, TN and the Tennessee Department of Transporation for appropriation of local funding of \$50,000.00 for the right of way phase and shifts the construction oversight into the construction phase which will be funded by TDOT with federal funds for Ebenezer Road intersection at North Westland Drive.
(Engineering and Public Works)
20. Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts in the amount not to exceed \$600,000.00 annually with NAPA Auto Parts, O'Reilly Auto Parts, CarQuest Auto Parts and Ken Smith Auto Parts for automotive and truck replacement parts.
(Solid Waste)
21. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Notice of Post Award Amendment in the amount of \$90,000.00 from the Department of Health and Human Services Public Health Service, Office of Grants Management to the County of Knox dba Knox County Health Department. This award is YEAR TWO funding of a five year grant, Promoting Safer Sex in Tennessee, "The psst Project" [from 9/1/2010 through 8/31/2015].
(Health Department)

22. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a LPRF Grant for Phase I construction of Clayton Park. The grant will provide \$120,000.00 in state funds it will require \$90,000.00 in local matching funds and will also be matched in-kind with Knox County Parks and Recreation labor for a total project value of over \$240,000.00.
(Parks and Recreation)
23. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Officials Source Contract for Knox County Parks and Recreation youth and adult softball and baseball programs.
(Parks and Recreation)
24. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement for the conveyance of a permanent utility easement and temporary construction easement on property known as Concord Park (CLT Map 154, Parcel 87.00) to the First Utility District of Knox County, Tennessee (FUD).
(County Mayor)
25. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement for the conveyance of permanent utility easements and temporary construction easements on property known as Concord Park (CLT Map 153, Parcels 040 & 063) to the First Utility District of Knox County, Tennessee (FUD).
(County Mayor)
26. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a 15 year Defined Services Contract with Young-Williams Animal Center of East Tennessee in the amount of \$663,190.00 annually for the first 5 years and adjusted every 5 years based on the Consumer Price Index.
(Community Development)
27. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Federation of Appalachian Housing Enterprises, Inc., (FAHE), in the amount agreed upon in the County's Request for Proposal #1349 for Loan Servicing for Community Development programs. These are Community Development Block Grant funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

28. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Agreement with the Knoxville Community Development Corporation (KCDC), in the amount of \$75,254.00 for the replacement of refrigerators in Virginia Walker and Bakertown Apartment Complexes. These are reprogrammed and unprogrammed Community Development Block Grant Funds (CDBG) and Fund Balance Program funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)
29. Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Fiscal Year 2012-2013 Defined Service Contracts, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Knoxville Volunteer Emergency Rescue Squad in the amount of \$142,500.00.
(Community Development)
30. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Development Corporation of Knox County in the amount of \$500,000.00.
(Community Development)
31. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Knoxville Chamber in the amount of \$120,000.00.
(Community Development)
32. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the Hotel/Motel Tax Fund, between Knox County and The Arts and Cultural Alliance of Greater Knoxville in the amount of \$375,000.00.
(Community Development)
33. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Agreement with Helen Ross McNabb in the amount of \$40,000.00 for comprehensive Child/Youth and Adult Indigent Mental Health Service. These are Community Development Block Grant (CDBG) Federal Funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

34. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with the Knoxville/Knox County Community Action Committee in the amount of \$450,000.00. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan for housing minor home repair and construction in Knox County.
(Community Development)
35. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the University of Tennessee in the amount of \$10,000.00 for the Knoxville Homeless Management Information System (HMIS). These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)
36. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Knox County Public Defender's Community Law Office in the amount of \$25,000.00 for case management and a recidivism prevention program. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)
37. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Knoxville Academy of Medicine Foundation in the amount of \$27,000.00 for the operation of Knoxville Area Project Access (KAPA). These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)
38. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Volunteer Ministry Center in the amount of \$15,000.00 for the operation of the VMC Dental Clinic. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

39. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Volunteer Ministry Center Bush Family Refuge in the amount of \$15,000.00 to provide emergency assistance for homeless prevention. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)
40. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant from the TEMA (Tennessee Emergency Management Agency) in the amount of \$16,000.00 for the purchase equipment to enhance the capabilities of the Emergency Operations Center during a DOE event.
(Knoxville-Knox County Emergency Management Agency)
41. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to the grant contract between TN Commission of Children and Youth and Knox County Juvenile Court for the transition of administrative responsibility to the Department of Children's Services effective July 1, 2012. The grant contract is for a one 5-year contract of \$45,000.00 (5 years x \$9,000/year). This grant is used to supplement the salary of one of Juvenile Court's Probation Officers.
(Juvenile Court)
42. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment Three to a grant agreement with the Tennessee Department of Human Services for Child Support Enforcement Services to increase the maximum liability of the State by \$262,770.00, increase the local match requirement by \$135,366.36 and extend the grant term by one year, to June 30, 2013.
(Juvenile Court)
43. Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts with Sprint Solutions and U.S. Cellular for the provision of wireless services.
(Purchasing)
44. 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 the Delegation enact legislation designed to broaden the eligibility criteria under the Tennessee Property Tax Freeze Act.
(Commissioner Broyles)

45. Consideration of the Acceptance of New County Roads:

1. Commons Point Drive located in Center Point Commons Sub., Dist. 6
 2. Cherokee Peak Lane located in Cherokee Peak Subdivision, District 6
 3. Cottingham Lane located in Cottingham Court Subdivision, District 4
 4. British Station Lane located in Cottingham Court Sub., District 4
 5. Duncan Woods Lane located in Duncan Woods Subdivision, District 4
 6. Birdstone Lane located in Duncan Woods Subdivision, District 4
 7. Lion Heart Lane located in Duncan Woods Subdivision, District 4
 8. Openview Lane located in Fort Reynolds Subdivision, District 8
 9. Fort Apache Road located in Fort Reynolds Subdivision, District 8
 10. Battlecreek Lane located in Fort Reynolds Subdivision, District 8
 11. Ashridge Road located in Maitland Woods Subdivision, District 8
 12. Airtree Lane located in Maitland Woods Subdivision, District 8
 13. Ancient Oak Lane located in Maitland Woods Subdivision, District 8
 14. Altacrest Lane located in Maitland Woods Subdivision, District 8
 15. Jackson Morgan Lane located in Oak Hurst Subdivision, District 7
 16. Maysville Lane located in Oak Hurst Subdivision, District 7
 17. Rushland Park Boulevard located in Rushland Park Sub., District 8
 18. McMillian Creek Drive located in Rushland Park Sub., District 7
 19. Red Ellis Lane located in Rushland Park Subdivision, District 8
 20. Daniels Branch Lane located in Rushland Park Subdivision, District 8
 21. Woodland Reserve Lane located in Woodland Reserve Sub., District 4
 22. Falconcrest Lane located in Woodland Reserve Subdivision, District 4
- (Engineering and Public Works)*

46. Line Item Transfers.
(Finance)

47. Request of JOE STAPLETON AND MARY STAPLETON FOR REZONING FROM A (AGRICULTURAL) TO PR (PLANNED RESIDENTIAL); Property located northwest side E. Emory Road, northeast of Palmyra Drive. COMMISSION DISTRICT 7. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE PR (PLANNED RESIDENTIAL) ZONING AT A DENSITY UP TO 5 DWELLING UNITS PER ACRE.
48. Request of ALEX BOTEZAT FOR REZONING FROM A (AGRICULTURAL) TO PR (PLANNED RESIDENTIAL); Property located northeast side Zion Lane, northwest of Ball Road. COMMISSION DISTRICT 6: MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE PR (PLANNED RESIDENTIAL) ZONING AT A DENSITY UP TO 4 DWELLING UNITS PER ACRE.

49. Request by HARDIN VALLEY LAND PARTNERS, RUSTY BITTLE, FOR REZONING FROM PC (PLANNED COMMERCIAL) (K) /TO (TECHNOLOGY OVERLAY) AND PR (PLANNED RESIDENTIAL) AT 12 DU/AC TO OB (OFFICE, MEDICAL, AND RELATED SERVICES) /TO (TECHNOLOGY OVERLAY); Property located southwest side Valley Vista Road, southeast of Hardin Valley Road. COMMISSION DISTRICT 6. MPC RECOMMENDATION: APPROVE OB (OFFICE, MEDICAL, AND RELATED SERVICES) /TO (TECHNOLOGY OVERLAY).
50. Appeal by Choto Partners of MPC's denial of rezoning from RA (Low Density Residential) to OB (Office, Medical, and Related Services); Property located northwest side Plum Creek Drive, southeast of Parkside Drive. Commission District 5.

AGENDA COMMITTEE MEETING

1.

Meeting Date: 06/06/2012

Submitted For: Commissioner Wright Requested By: Jill Rosberg,
LAW
DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee honoring the Gibbs High School softball team for winning the state championship title.
(Commissioner Wright)

AGENDA COMMITTEE MEETING

2.

Meeting Date: 06/06/2012

Requested By: Brenda Wilson,
KNOX COUNTY
DEVELOPMENT
CORPORATION

Department: KNOX COUNTY DEVELOPMENT CORPORATION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the appointment of _____, _____, and _____ to serve as Directors of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox.

(Development Corporation)

Attachments

Resolution

WHEREAS, pursuant to Tenn. Code Ann. §§ 7-53-301 *et seq.* the Commission of Knox County, Tennessee (the “Commission”) has the authority to appoint the members and directors of The Industrial Development Board of the County of Knox (the “IDB”); and

WHEREAS, pursuant to Tenn. Code Ann. §§ 48-101-301 *et seq.* the Commission has the authority to appoint the members and directors of The Health, Educational, and Housing Facility Board of Knox County (the “Health & Ed. Board”); and

WHEREAS, the Commission has determined over the years to appoint the same Directors to the IDB and the Health Ed. Board; and

WHEREAS, the terms of office for Edward L. Poore, David Swanner, and John Valliant, Jr. as Directors of the IDB and the Health & Ed. Board expire in July, 2012.

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

The Commission of Knox County hereby appoints _____, _____, and _____ to serve as Directors of the IDB and the Health & Ed. Board, each for a term expiring July 15, 2018.

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

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

Presiding Officer of the Commission Date

County Clerk Date

Approved: _____
County Mayor Date

Vetoed: _____
County Mayor Date

AGENDA COMMITTEE MEETING

3.

Meeting Date: 06/06/2012

Requested By: Brenda Wilson,
KNOX COUNTY
DEVELOPMENT
CORPORATION

Department: KNOX COUNTY DEVELOPMENT CORPORATION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the appointment of Robin Askew completing the unfulfilled term of Patricia Crumley, and Ed Poore completing the unfulfilled term of Jay Crippen, each of whom have recently resigned from serving as Directors of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox.

(Development Corporation)

Attachments

Memo

Bio of Robin Askew

Bio of Ed Poore

Resolution

MEMORANDUM

To: County Commissioners, Knox County Tennessee

From: Todd A. Napier

Date: June 4, 2012

Re: Nominations for Unfulfilled Terms of The Industrial Development Board of the County of Knox and The Health Educational and Housing Facility Board of the County of Knox

Please find attached hereto a list of Nominations for the unfulfilled terms of Patricia Crumley and Jay Crippen, respectively, to both The Industrial Development Board of the County of Knox (the "Knox County IDB") and The Health Educational and Housing Facility Board of the County of Knox (the "Health & Ed. Board).

If you have any questions that you would like for me address, please do not hesitate to contact me.

Enclosures

Robin Askew
Ed Poore

Robin Askew

Ms. Askew joined the Bosch Law Firm, P.C. as of counsel on February 1, 2009. A 1981 graduate of the University of Tennessee College of Law, Ms. Askew served as a law clerk to the judges at the Federal Energy Regulatory Commission in Washington, D.C. from 1981 to 1983. Returning to Knoxville in 1983, Ms. Askew began a career in transactional law with a private firm. Over the next fifteen years she concentrated her law practice on commercial real estate, banking and business transactions. Along with her practice during these years, Ms. Askew was an adjunct assistant professor of law at the University of Tennessee College of Law's Center of Entrepreneurial Law. In 1998, Ms. Askew left private practice to become a real estate developer with Holrob Investments, LLC. Since 1998, Ms. Askew has developed, and served as the principal in, retail projects in Tennessee, Virginia, Kentucky and Mississippi. She continues to own developments in several states.

In addition to her law degree, Ms. Askew holds a B.A. in Psychology from the University of Memphis, magna cum laude, and an M.S. from the University of Memphis in Counseling. Ms. Askew is a graduate of Dobyns-Bennett High School in Kingsport, Tennessee.

An active member of her community, Ms. Askew serves on the boards of directors of the Tennessee Housing Development Agency, the Knoxville Area Chamber Partnership, the YWCA, and the Dean's Circle of the University of Tennessee College of Law. She is a graduate of Leadership Knoxville, Class of 1995, and a past chair of the Police Advisory Review Committee.

Ms. Askew's practice will focus on business law, including real estate and personal property transactions, financial workouts, representation of borrowers or lenders, business litigation and the representation of individuals and businesses involved in administrative and criminal investigations.



May 13, 2008

Ms. Brenda Wilson
Knox Development Corporation

Via email

Dear Brenda,

As you requested, below is a brief sketch of my business and personal background.

- Currently serving as Executive Vice President of Operations for Strategic Equipment and Supply Corporation (formerly Scruggs Inc.), a \$ 220 mm restaurant food service equipment company with 13 offices in the US. Have been in the food service industry for over 29 years.
- Received my degree in Accounting from the University of Tennessee
- Have been married to Susan for 38 years and have two sons
- Member of Wallace Memorial Baptist Church. Served as Chairman of the finance committee, and Treasurer
- Industry Services include Board Member of Food Equipment Dealers Association 2003-2008; Board Member of National Association of Credit Management 1985-1999, served on Knox County IDB and HEB for the past 12 years.
- Community Services include involvement with Powell Youth Basketball 1988-1998
- Tennessee Army National Guard 1971-1986.

I hope this is helpful, but if there is additional information that you require, please let me know.

Very best regards,

A handwritten signature in black ink, appearing to read "Ed Poore".

Ed Poore

EP:jl

WHEREAS, pursuant to Tenn. Code Ann. §§ 7-53-301 *et seq.* the Commission of Knox County, Tennessee (the “Commission”) has the authority to appoint the members and directors of The Industrial Development Board of the County of Knox (the “IDB”); and

WHEREAS, pursuant to Tenn. Code Ann. §§ 48-101-301 *et seq.* the Commission has the authority to appoint the members and directors of The Health, Educational, and Housing Facility Board of Knox County (the “Health & Ed. Board”); and

WHEREAS, the Commission has determined over the years to appoint the same Directors to the IDB and the Health Ed. Board; and

WHEREAS, Patricia (“Pat”) Crumley and Jay Crippen’s terms as Directors on both the IDB and the Health & Ed. Board expire July 15, 2016; and

WHEREAS, Patricia (“Pat”) Crumley and Jay Crippen have submitted letters of resignation to both the IDB and Health & Ed. Board; and

WHEREAS, the term as Director of current IDB and Health & Ed. Board member, Edward L. Poore, expires on July 15, 2012; and

WHEREAS, the Nominating Committees for both the IDB and Health & Ed. Board have nominated Robin Askew to fill the unexpired term of Patricia (“Pat”) Crumley as Director of the IDB and the Health & Ed. Board; and

WHEREAS, the Nominating Committees for both the IDB and Health & Ed. Board have nominated Ed Poore to fill the unexpired term of Jay Crippen as Director of the IDB and the Health & Ed. Board.

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

The Commission of Knox County hereby appoints Robin Askew to fulfill the unexpired term of Patricia (“Pat”) Crumley as Director of the IDB and the Health & Ed. Board effective July 15, 2012, such term to expire July 15, 2016.

BE IT FURTHER RESOLVED, that the Commission of Knox County hereby appoints Ed Poore to fulfill the unexpired term of Jay Crippen as Director of the IDB and the Health & Ed. Board effective July 15, 2012, such term to expire July 15, 2016.

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
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County Clerk	Date
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Approved: _____
County Mayor Date

Vetoed: _____
County Mayor Date

AGENDA COMMITTEE MEETING

4.

Meeting Date: 06/06/2012

Requested By: Jill Rosberg, LAW
DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee reappointing Lavada Grissom (District 9) and other members to the Knox County Library Advisory Board.
(*Commissioner Brown*)

AGENDA COMMITTEE MEETING

5.

Meeting Date: 06/06/2012

Requested By: Kevin Wilson,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Foreign Language Academy for interpreter and translator services.

(Schools)

Education Consent

Attachments

Contract

Exhibit 1

Exhibit 2

Knox County

and

Foreign Language Academy

This Contract, made and entered into this _____ day of July, 2012 by and between **Knox County on behalf of the Board of Education** through its governing body and authorized representative, hereinafter referred to as "**County**" and **Foreign Language Academy**, hereinafter referred to as "**Contractor**."

Whereas, County requested sealed proposals for the provision of interpreter/translator services (Request for Proposal 1396) and;

Whereas, County deems it necessary to contract with a professional interpreter/translator 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 1396 and Contractor's attachments thereto and County's Request for Proposals 1396. Attached hereto and made part of this contract as if set out in full are (1) County's Request for Proposal 1396 as Exhibit 1 and (2) Contractor's Sealed Bid as Exhibit 2.

2. **Terms of this Contract.** This contract commences on the ____ day of August 2012 and continues through the _____ day of July 2013. Upon mutual consent between Knox County and the awarded Contractor the term contract may be extended for an additional four (4) years, one (1) year at time for a total of five (5) years,

unless terminated in conformity with the terms and conditions of this Contract as contained in paragraphs 5 and 6.

3. **Schedule of payment.** County shall pay contractor:

Section XI: Cost of Service

\$45.00 per hour/rounded to the closest ¼ hour

4. **Invoicing and reporting requirements.** Contractor shall invoice Knox County Schools upon the successful completion of all aspects of a particular job.

Invoices for Knox County Schools should be mailed to:

**Knox County Schools
P.O. Box 2188
Knoxville, Tennessee 37901
For Billing Inquiries: (865) 594-1671
Attention: Bonnie Spicer/Teresa Clark**

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-advance 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.

Contractor agrees to comply with Tennessee Code Annotated Section 49-5-413. As required under the statute, Contractor will provide fingerprinting and criminal history records checks, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for all employees, subcontractor personnel and students that will enter the grounds of any schools (previously defined as premises) in performance of the Services of this contract before permitting the employee, subcontractor personnel or student to have contact with students or enter school grounds when students are present. Criminal background checks are the expense of the Contractor. If the employee or subcontractor personnel has previously had a criminal history check in accordance with Tennessee Code Annotated Section 49-5-413, Contractor shall provide a copy of the criminal background check to the Knox County and this will serve as compliance with said requirement.

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 which 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 and/or Knox County Schools be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County and/or Knox County Schools 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 1396
2. Contractor's Sealed Proposal 1396

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 Schools

by: _____

**Dr. James McIntyre
Knox County Superintendent
of Schools**

Foreign Language Academy

by: _____

title: _____

Knox County Government

by: _____

**Tim Burchett
Knox County Mayor**



OFFICE OF COUNTY MAYOR TIM BURCHETT

Purchasing Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

**PURCHASING DIVISION
ADDENDUM I
REQUEST FOR PROPOSAL 1396
INTERPRETER / TRANSLATOR SERVICES**

ADDENDUM DATE: February 22, 2012

Mike Reeves, CPPO, CPPB, Purchasing Coordinator

PAGES: Five (5) Addendum Pages

OPENING DATE: March 15, 2012

Question: #1. What Languages will you need interpreting services for?

Response: It varies based on the fact that as a school system we must be ready to meet the needs of students /staff and parents regarding these services as needed. This could vary up +46 languages as indicated in the RFP.

Question: #2. Is there an incumbent vendor for these various on-site interpretation services?

Response: Current RFP- Initial bid
➤ Services needed in the past, on an as needed basis, have been provided by Foreign Language Academy, Knoxville, TN

Question: #3. If yes, who are the vendors and what rates do they provide

Response: Current RFP- Initial bid
➤ \$45.00 per hour

Question: #4. What has been the biggest challenge for fulfilling services under this Contract, or if this is a new Contract, are there any challenges that you anticipate?

Response: None anticipated

Question: #5. Industry standard is for each in-person interpretation session to be a two hour minimum. Does this hold true for this Contract?

Response: No minimum

Question: #6. Is it expected that American Sign Language interpretation will be required at any point during the life of the Contract?

Response: Not applicable per current RFP Intent of project

Question: #7. Volume: Hours KCS used interpreters last year (or last 6 months)?

Response: Approximate # of assignments- 2011-12 up to today's date: 200
2010-11:200



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Question: 8. How many interpreters would you anticipate needing at the same time (for example for after-hours meetings, IEP meetings, etc.)

Response: Varies per assignment and location- could be multiple in different schools or other site at the same time.

Question: 9. Volume: How many pieces were translated last year?

Response: Not applicable per RFP Intent. Translation is done in a meeting format and not in the home setting per se. # of pieces varies due to this fact.

Question: 10. Would you consider a separate bid for translation?

Response: No, not at this time based on the need of intent indicated in the current RFP information.

Question: 11. Volume: Insurance requirements question: Is Errors and Omissions Insurance (Professional) enough?

Response: Knox County does not require Errors and Omissions for this solicitation.

Question: #12. Is the solicitation open to out of state vendors?

Response: The bid is open to all Knox County registered vendors who meet or exceed the bid requirements.

Question: #13. Are you interested in receiving information and pricing on our 24/7 Over the Phone (OPI) interpretation and translation services?

Response: Not at this time per current RFP need as outlined.

Question: #14. Since Tennessee is an "Open Records State may we receive current pricing for interpreter and translation services?

Response: Yes, upon receipt of a written request to the Knox County Purchasing Division.

Question: #15. Are we able to sub-contract services with another agency under this RFP?

Response: This solicitation does not allow for sub-contracting.

Question: #16. Are we eligible to submit a proposal if we only provide Over the Phone and Written translation services?

Response: The need and intent of the services as outlined in the RFP indicate we must have on-site response within a two hour period (in person). Therefore, a proposal for over the phone and written translation services at this time is not needed.



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Question: #17 Is this an existing or new contract?

Response: New contract.

Question: #18. Who is the incumbent contractor if there is (or was) an existing contract, and what are (or were) the rates charged on the previous contract and/or what was the dollar amount spent annually on the previous contract?

Response: Current RFP- Initial bid
• Services needed in the past, on an as needed basis, have been provided by Foreign Language Academy, Knoxville, TN
➤ Hourly rate- \$45.00 an hour

Question: #19. Is this contract only for Knox County Schools, or can it be used by other Knox County agencies?

Response: RFP # 1396 was initiated by Knox County Schools however; other Knox County Departments could choose to use this contract.

Question: #20. What has been the biggest challenge in working with your current and/or previous vendors?

Response: None anticipated nor has occurred

Question: #21. Is this a "requirements" contract, i.e., is Knox County Schools required to order all language services from this contract vehicle or may they choose to go elsewhere?

Response: Knox County reserves the right to purchase these services outside of the contract as long as it does not exceed the bid limit.

Question: #22. Can you provide information on historical usage by language (including the top languages requested for translation and interpretation, either by hours word count, revenue or number of requests), or if none is available on projected usage?

Response: Approximate # of assignments- 2011-12: 200
2010-11: 200
Varies per assignment and location- could be multiple in different schools or other site at the same time.
Translation services needed previously- Not applicable per RFP Intent
Translation is done in a meeting format and not in the home setting per se. # number of pieces varies due to this fact.

Question: #23. Can proposals be submitted for one of the services only, i.e. only translation or only interpretation?

Response: No, not at this time based on the scope of work described RFP information



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Question: #24. What percentage of work YTD was requested after hours/outside of non-standard hours (if any)?

Response: The amount will vary.

Question: #25. How much notice is given to the contract in advance of an assignment?

Response: Ten (10) day notice if possible, however, could be on a day to day basis if needed.

Question: #26. Will this contract be a single/multiple award?

Response: Knox County will consider multiple awards that meet or exceed the specifications.

Question: #27. If this contract is a multiple award, do the contractors have the option to turn down work without being penalized?

Response: Yes

Question: #28. If this contract is a multiple award, will work be distributed evenly among the vendors, or will each request be bid out to each of the vendors?

Response: Work distributed based on provider service availability at the time of the request

Question: #29. In the interests of environmental conservation, can proposal responses be submitted by e-mail?

Response: Knox County does not allow e-mail responses. Refer to Section 1.9 of the proposal.

Question: #30. Will any preference be given to local (i.e. Tennessee) vendors in the proposal evaluation?

Response: Knox County does not allow have local preference laws.

Question: #31. Regarding Contract Execution and the possibility that the successful proposer(s) may be required to be present at the School Board Meetings to answer questions, on the successful proposer(s) be present via conference call?

Response: Not Applicable

Question: #32. (Section IV, page 10) The instructions for TAB XI (Cost of Service) states that prices should be provided based on an hourly metric. While this is standard for on-site interpretations services the industry standard for document translation is to charge per word. May bidders submit per word costs for document translation instead of hourly?

Response: Not Applicable



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Question: #33. What is meant by Section 1.25 by the "right to waive minor information and technicalities?"

Response: Knox County Law Department reserves the right to waive minor informalities should the Contractor fail to respond to certain declarative requirements should it be deemed to be in the best interest of Knox County.

Question: #34. What is meant in Section 2.10 Warranty periods?

Response: This is standard boiler plate language in all Knox County bidding documents.

Question: #35. In Section 3.12, is this the new address to send invoices?

Response: This is the address that this solicitation for Knox County pertains and your future invoices if you are the awarded recipient be sent for Knox County Schools.

Question: #36. Could you give an example of a "signed letter authorizing submission of the proposal?"

Response: Knox County the proposer to submit on their company letterhead a letter stating that you as the principal owner of the company authorize the submission of the proposal.

End of Addendum I

A handwritten signature in black ink, reading "Michael F. Reeves".

Michael F. Reeves, CPPG, CPPB
Purchasing Coordinator
Knox County Purchasing Division

This addendum is issued from the Knox County Purchasing Division, Suite 100, 1000 North Central Street, Knoxville, Tennessee 37917. The telephone number is (865) 215-5777 and the fax number is (865) 215-5778.

The Purchasing Division of Knox County Tennessee will receive sealed proposals for the provision of **Interpreter/Translator Services** as specified herein. Proposals must be received by 2:00 p.m. on March 15, 2012. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 1396
Knox County Purchasing Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name & Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Mike Reeves, CPPO, CPPB, Purchasing Coordinator at 865.215.5798. Questions may be faxed to 865.215.5778. Mike may also be reached at mike.reeves@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) working days from the date of the proposal opening, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who present the service that is in the best interest of Knox County. Knox County reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.
- 1.5 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" affidavit statement provided in the vendor registration process prior to the opening of this solicitation..
- 1.6 **COPIES:** Knox County **requires** that proposals being submitted by hand be submitted as one (1) marked original and two (2) exact copies.
- 1.7 **DECLARATIVE STATEMENT:** 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 proposal 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
Telephone: 865.215.5756
Fax: 865.215.5778
E-Mail: robert.minter@knoxcounty.org

- 1.9 **ELECTRONIC TRANSMISSION:** Knox County's Purchasing Division **will not** accept electronically transmitted proposals through the County's On-Line Purchasing System. Due to the nature of information requested, all submissions shall be in written format.
- 1.10 **HOW TO DO BUSINESS:** On July 1, 2005 Knox County Government implemented a web-based purchasing software system, "Knox Purchasing On-Line". The purpose for migrating from our existing financial software application was to provide our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. As a result of this implementation, the Purchasing Division is now able to offer 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 asking you to please go to our website at www.knoxcounty.org/purchasing and 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.
- 1.11 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.12 **NON-COLLUSION:** Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.13 **NON-DISCRIMINATION:** Vendors, during the performance of this Contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.14 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Purchasing Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their proposal response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that approximately thirty (30) days or less is required to process invoices for payment when the invoicing instructions herein are followed.
- 1.16 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers 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 proposer's ability.
- 1.17 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the proposal box. The time clock in the Purchasing Division shall become the official record of time.
- 1.18 **RECYCLING:** Proposals being submitted on paper shall:
- 1.18.1 Be submitted on recycled paper.
 - 1.18.2 Not include pages of unnecessary advertising.
 - 1.18.3 Be made on both sides of each sheet of paper.
- 1.19 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) 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 proposal procedures must be received in the Purchasing Division no less than five (5) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

- 1.20 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the vendor acknowledges and accepts the terms and conditions stated in the document.
- 1.21 **TITLE VI OF THE CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.
- It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.22 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.23 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four months.
- 1.24 **VENDOR REGISTRATION:** Prior to the opening of this proposal, **ALL PROPOSERS** must be registered with the Purchasing Division. A vendor application may be submitted online at www.knoxcounty.org/purchasing. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Purchasing Division prior to submitting their proposal.
- 1.25 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These Terms and Conditions shall be part of the Contract. Knox County reserves the right to negotiate other Terms and Conditions it deems appropriate and necessary under the circumstances to protect the public trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the county.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall 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 services will be provided or performed under this Contract which have been manufactured or assembled by child labor.

- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413. Submit the completed Attachment II in Section IV Proposal Format, TAB VII.
- 2.8 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.
- 2.9 **GOVERNING LAW:** This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.11 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.12 **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.
- 2.13 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractor(s) and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.14 **LIMITATION OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 **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 the vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee,

subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.16 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Contract, (2) Request for Proposal, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 2.18 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed.
- 2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.
- 2.22 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.23 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **SCOPE OF PROPOSAL:** The intent of these specifications is to set forth and convey to prospective proposers the general type and character of Interpreters/Translators for the Knox County Schools Student Support Department. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service, quality and other factors detailed herein.
- 3.2 **ADDITION OR DELETION OF SERVICES:** Knox County reserves the right to add and/or delete interpreter/translator services during the period of the Contract.
- 3.3 **AWARD STATUS:** Knox County intends to issue a one (1) year award with an option to renew upon consent of both Knox County and the awarded Contractor (s). This term bid agreement may be renewed for an additional four (4) years, one (1) year at a time for a total of five (5) years. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the successful proposer.
- 3.4 **BACKGROUND INFORMATION:** To obtain experienced interpreters/translators who can provide on-site service in multiple languages to Knox County Schools by appointment. Interpreters/translators must be trained in Rules of Ethics and Confidentiality. KCS seeks interpreters/translators who are native speakers and have knowledge of the culture of the countries they represent.

3.5 **CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.

3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.7 **CONTRACT EXECUTION:** The award of this proposal will result in a Contract between Knox County and the successful proposer (s). The Contract must be voted on by the Knox County School Board and must receive a majority vote. The successful proposer (s) may be required to be present at the School Board Meetings to answer questions relating to the service to be performed. Adequate notification will be given by the Knox County Purchasing Division if the awarded vendor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings. Knox County will draft the Contract and no vendor forms (i.e., Terms and Conditions, Service Agreements, or other Standard Company Forms, etc.) will be accepted.

3.8 **DEADLINE TO SUBMIT QUESTIONS:** Proposers are to submit questions in written format to Mike Reeves, CPPO, CPPB, Purchasing Coordinator no later than **February 15, 2012 by 5:00 pm local time**. Questions must be faxed to 865.215.5778 or emailed to mike.reeves@knoxcounty.org. The Knox County Purchasing Division will issue written addendum to all proposers.

3.9 **EVALUATION CRITERIA:** This proposal will be evaluated using the following criteria:

Methodology demonstrating an understanding of the requirements and the entity's commitment and ability to meet them	40 Points
---	-----------

Qualifications/Experience/Capabilities of the entity	40 Points
--	-----------

Cost of Service (Including ancillary out-of-pocket charges)	20 Points
---	-----------

3.10 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews are to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

3.11 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Checklist Attachment I hereto. As proof the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its his insurance agent sign the attachment and submit it with the proposal submittal in Section IV Proposal Format, Tab VI.

3.12 **INVOICING: MAIL INVOICES TO:**

Knox County Schools
P O Box 2188
Knoxville, TN 37902-1850
For Billing Inquiries: (865) 594-1671
Attention: Bonnie Spicer/Teresa Clark

Note: Proposers must state if credit cards (Visa) will be accepted as payment for their services at no cost to Knox County as per Section 1.14. Submit your information in Section IV Proposal Format, Tab IX

- 3.13 **KNOX COUNTY CONTACT:** The contact for Knox County will be Mike Reeves, CPPO, CPPB, Purchasing Coordinator, who will serve as the liaison between Knox County and the awarded Contractor for matters regarding the administration of all contractual documents.
- 3.14 **KNOX COUNTY SCHOOL DATA:** Knox County is providing the following data about the current school population.

Knox County Schools Total # of Students as of 1/18/12 **58,496**

ELL (English Language Learners) has different categories. Below are the numbers broken down into categories and the totals. All the students in each of the different categories are students who qualified for ESL services.

Elementary School	English Language Learner	1166
Elementary School	Transitional 1	197
Elementary School	Transitional 2	88
Elementary School	Waived ELL Services	80
Middle School	English Language Learner	151
Middle School	Transitional 1	54
Middle School	Transitional 2	49
Middle School	Waived ELL Services	30
High School	English Language Learner	136
High School	Transitional 1	32
High School	Transitional 2	28
High School	Waived ELL Services	15

Elementary Total	1531
Middle School Total	284
High School Total	211
English Language Learner Total	1453
Transitional 1 Total	283
Transitional 2 Total	165
Waived ELL Services Total	125

- 3.15 **METHODOLOGY:** Proposers must provide a narrative description of their work plan for providing interpreter/translator services for KCS. Submit your response in Section IV Tab III including, but not limited to:
- Interpreters/translators will provide on-site interpreting and translating services to parents of students and KCS employees.
 - Interpreters/Translators will attend educational meetings, parent conferences, employee trainings, workman compensation appointments, medical visits and provide translation as needed of documents such as: IDEA, 504, Support Team, Medical Information, Assessment results and other educational/employee benefits related forms/documents.
 - Interpreters will provide phone messaging as needed to notify parents of educational meetings/appointments or employees of information regarding employee meetings/trainings and /or other KCS employee benefits appointments.

- Year round availability of interpreters/translators services is required.
- The awarded Contractor will provide a monthly invoice to a designated Knox County employee that will document the charges for services rendered. Cancellations two hours prior to appointment time will result in no charge to KCS.

3.16 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.

3.17 NO CONTACT POLICY: After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.18 OPEN RECORDS ACT: Knox County is subject to the Tennessee Open Records Act 10-7-503 etseq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.

3.19 PRICING: The proposer (s) warrants that the unit price shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the Contractor(s) is increased after the second year, Knox County must be given a written notice to consider. Such a request shall include at a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the Contractor may:

- 3.19.1 Continue with the existing prices
- 3.19.2 Request a lower price increase
- 3.19.3 Not accept the renewal offer

If a price increase is approved by Knox County, the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.20 PROPOSAL FORMAT: This solicitation is in the Request For Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.21 PREPARATION OF PROPOSAL: The proposer must bear all costs associated with the preparation of the proposal and any oral presentation if required by Knox County.

3.22 PROPOSER OBLIGATION: Each proposer shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a proposer to become acquainted with existing conditions shall in no way relieve the proposer of any obligations with respect to this RFP or to the Contract.

3.23 PROPOSAL TIMELINE: The following lists the dates and activities associated with this Request for Proposal. Please be advised, these are tentative dates and are subject to change.

Release of RFP to proposers.....	February 5, 2012
Deadline for proposers to submit questions.....	February 15, 2012
Knox County responds to questions.....	February 17, 2012
Proposals due into Purchasing Division	March 15, 2012 at 2:00 pm local time
Evaluate and select successful proposer.....	TBD
Award Contract.....	TBD
Contract Effective Date.....	TBD

3.24 QUALIFICATIONS/EXPERIENCE/CAPABILITIES: The proposer must provide a narrative description that state the qualifications/experience in providing the said services including the timeliness and implementation schedule. Interpreters/Translators must be trained and demonstrate proficiency in the following;

- Confidentiality and Accuracy
- Canons of Ethics for Court Interpreting
- Medical and Social Service Code of Ethics
- Medical Terminology and knowledge of HIPPA Rules
- Interpreters/Translators are native speakers with an understanding of their country's culture as well as language.

Submit your response in Section IV Proposal Format, TAB IV.

- 3.25 **REFERENCES:** The vendor must provide with their submittal three (3) references of similar work completed in last three (3) years. Knox County may not be used as a reference. Submit your response in Section IV, TAB V of your submittal.

SECTION IV PROPOSAL FORMAT

- 4.1 **PROPOSAL INFORMATION:** The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and two (2) exact copies.
- Page numbers should be placed on bottom center of pages.

PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.

TAB I: GENERAL INFORMATION

Table of Contents, index guidelines, and all pages numbered.

One page cover letter to include a summary of proposer's ability to provide the services specified in the Request for Proposal and a statement indicating your agreement to provide the services described in the proposal.

Name, address, contact person, telephone number, fax number, e-mail address, employer identification number (EIN), Knox County Purchasing Vendor Number, Knox County Business License (if applicable).

TAB II: SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB III: METHODOLOGY

The following issues should be fully responded to in your proposal in a concise narrative format:

The proposal should set forth a work plan for providing interpreters/translators for the KCS. The work plan should clearly describe the philosophy, approach and techniques that will be used including the timetable for services and the ability to meet all requirements set forth in Section 3.15.

The proposal should include information describing the approach to be taken that demonstrates the firm's understanding of the requirements specified in this RFP, and the firm's planned approach to meet those requirements.

TAB IV: QUALIFICATIONS/EXPERIENCE/ CAPABILITIES OF THE ENTITY

The proposal must state the qualifications, experience and overall capabilities of the firm in completing similar projects including, but not limited to, the size of the firm and the professional personnel assigned to KCS including resumes and compliance with all requirements set forth in Section 3.24.

TAB V: REFERENCES

Provide current contact information for three (3) clients, preferably government entities in the last three (3) years that we may contact. Include name, address, telephone number, contact person, e-mail address and date the service was provided. Proposes are invited to provide letters of reference from previous clients. Do not list Knox County as a reference.

TAB VI: INSURANCE CHECKLIST

Include Attachment I Insurance Checklist as required in Section 3.11 Insurance in the proposal document.

TAB VII: CRIMINAL HISTORY RECORDS CHECK AFFIDAVIT

Include Attachment II Criminal History Records Check Affidavit as required in Section 2.7 in the proposal document.

TAB VIII: ACKNOWLEDGEMENT OF ADDENDUM(S) RECEIVED

TAB IX: CREDIT CARD ACCEPTANCE

Will your company accept Visa Credit Cards as payment for services at no cost to Knox County?

Yes: _____ No: _____

TAB X: ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL

TAB XI: COST OF SERVICE

State your fee schedule to provide Interpreter/Translator Services for KCS as follows:

- Hourly rate for services rendered.

Costs associated with travel or other ancillary (out of pocket) expenses will be the responsibility of the successful Contractor.

ATTACHMENT I
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 1396

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	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 CLAIM MADE X OCCUR	LIMITS 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 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	\$1,000,000.00
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL 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 PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: _____ AUTHORIZING SIGNATURE: _____

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: _____ AUTHORIZING SIGNATURE: _____

ATTACHMENT II
AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, _____, president or other principal

Officer of _____, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For: _____
Name of Company

STATE OF TENNESSEE}
COUNTY OF _____ }

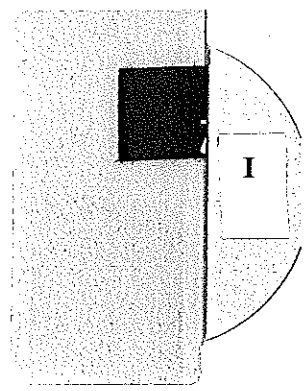
Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____, 2_____.

Notary Public

My Commission expires: _____



TAB I: GENERAL INFORMATION

Table of Contents:

TAB I: General Information	page 1
TAB II: Signed Letter Authorizing Submission of Proposal	page 2
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TAB IV: Qualifications / Experience / Capabilities of the Entity	page 4
TAB V: References	page 5
TAB VI: Insurance Check List	page 6
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TAB VIII: Acknowledgment of Addendum(s) Received	page 9
TAB IX: Credit Card Acceptance	page 9
TAB X: Additional Information	page 9
TAB XI: Cost of Service	page 9

History and Achievements

Founded in 1991 as a language school to teach major European languages to children and adults, the FLA quickly expanded to teach more than 20 world languages. Within a few years, it was able to provide interpreters as well as to do written translations in over 46 various languages.

FLA is still a small business with offices in West Knoxville and only 1 full-time employee besides the 2 original owners. However, a staff of over 150 interpreters, native from all over the world but now Knox area residents, provides interpreter services to numerous medical and administrative offices, including the Knox County School system, Head Start, DCS, Helen Ross McNabb, and many others, including Destination Imagination (through the University of Tennessee).

We are very proud of our tradition of excellence in service and good working relations with our clients. Our interpreters and teachers enjoy their work and appreciate the income they receive from it (money which is spent largely in Knox County).

In the present economy with creeping inflation (utilities, gasoline, taxes, insurance, rent, etc.), operating a small business is a challenge. We are happy to be able to provide our services at rates which have not been raised since 2007. Only by a regular increase in volume can we offset these extra costs.

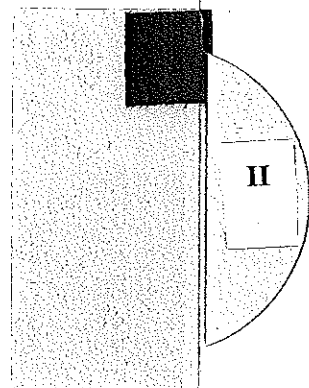
We agree to provide the services described in the proposal 1396.

Identification Information

Foreign Language Academy • 220 S. Peters Rd., Suite 209 • Knoxville, TN 37923
Tel. 865-694-8880 • Fax 865-694-8506 • E-mail: fla@ForeignLanguageAcademy.org
E.I.N. 62-1475656 • Knox Co. Vendor # 70530 • Knox County Business License # 0243155

Contact persons:

Jean-Pierre Granju, Executive Director
Cecilia Wraga, Office Manager





220 S. Peters Rd., Suite 209 • Knoxville, TN 37923
Telephone: 865-694-8880 • Fax: 865-694-8506
E-mail: fla@ForeignLanguageAcademy.org
www.ForeignLanguageAcademy.org

March 14, 2012

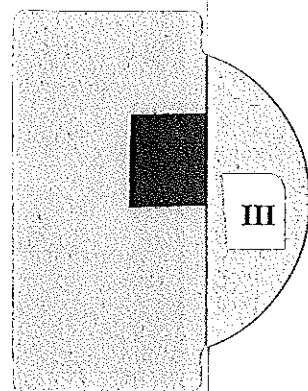
I, Barbara Granju, President and co-owner of the Foreign Language Academy, hereby authorize the submission of this proposal to provide the services described in RFP 1396.

FLA and its staff will serve as independent contractors, and Knox County shall not be responsible for any payment (except those invoiced for services), insurance, or incurred liability.

I acknowledge having received and read Addendum I dated February 22, 2012.

A handwritten signature in cursive script, reading "Barbara Granju", with a long horizontal flourish extending from the bottom of the signature.

A foreign language is your key to the world!



TAB III: METHODOLOGY

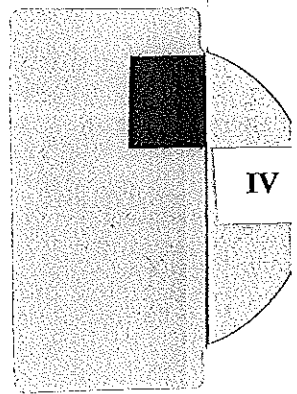
We plan to follow the same procedures as we are currently following in providing interpreters/translators for the KCS.

The requests are received daily by our Office Manager via fax, e-mail, or telephone. Our office is open from 9:00 AM till 5:30 PM, but the telephone is answered 24 hours, 7 days a week. This service is provided all year round.

The on-site interpreters are assigned according to the requests. They will provide phone messaging as needed to notify parents of educational meetings / appointments or employees of information regarding meetings, trainings, and/or other KCS employee benefits appointments.

In case of last-minute cancellations, FLA will make every effort to prevent the interpreter from going to the appointment and/or to reschedule the appointment at a mutually agreeable time. No charge will be assigned to KCS if the cancellation is received at least 2 hours before the scheduled appointment.

Invoices will be sent monthly to the address provided in the RFP.



TAB IV: QUALIFICATIONS/EXPERIENCE/CAPABILITIES OF THE ENTITY

All FLA interpreters are native speakers of the foreign language they interpret, and they are also fluent in English. They attend periodical in-house training sessions to assure their awareness of confidentiality and accuracy; canons of Ethics and Court interpreting; medical and social service code of ethics; medical terminology and knowledge of HIPPA rules.

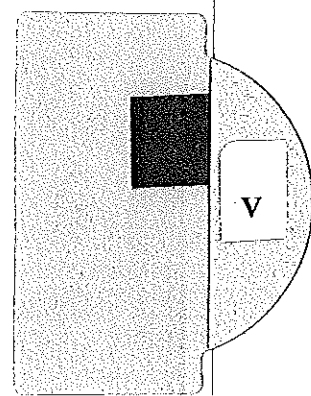
The Foreign Language Academy has over 20 years of experience in providing efficient interpreter / translation services. All members of the staff have been interviewed by the Executive Director to verify their credentials (résumés are kept on file). We stress the highest standards in professionalism and the importance of being responsive to the needs of our clients.

FLA's interpreters are provided with the necessary forms to keep track of their service. They are instructed to call the office immediately in case of unexpected difficulties (traffic delays, bad weather, etc.).

While most of the requests are for Spanish, FLA can also provide interpreters in all major languages, both European and Asian, plus many others such as Arabic, Swahili, Kirundi, Konjobal, Burmese, Vietnamese, Gujarati, Hindi, Farsi, etc. We continually increase our pool of available interpreters in even the most obscure languages. Because of the size of our staff, we can provide interpretation at different locations at the same time.

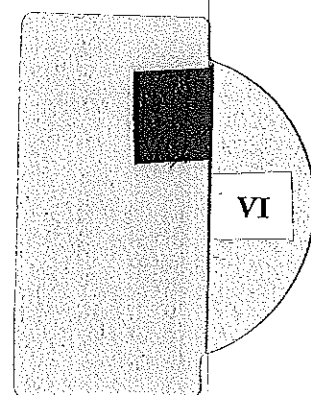
At no extra charge, we help in translating short documents as necessary for written communication with the parents. Our office manager can help immediately by phone in communicating in Spanish.

Telephone interpretation is provided **in case of emergency** within the limits of the staff availability.



TAB V: REFERENCES

- Helen Ross McNabb Center: since 2006 865-522-2193
Jon Michael
201 Springdale Ave.
Knoxville, TN 37917
- Knoxville Orthopaedic Clinic (KOC): .. since 2002 865-558-4440
Stacey Parton 865-769-4559
P.O. Box 50190
Knoxville, TN 37950-1090
- Peninsula Hospital: since 2001 865-970-9800
Mike Baun
2347 Jones Bend Rd.
Louisville, TN 37777
- University of Tennessee: since 2002 865-974-0250
Barry K. Neal, Associate Coordinator 865-388-7847
Department of Conferences
U.T. Conference Center
P.O. Box 2648, Knoxville, TN 37901
- Head Start: since 2004 865-522-2193
Cathy Speck
2400 Piedmont St.
Knoxville, TN 37921



ATTACHMENT I
KNOX COUNTY PURCHASING DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 1396

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1.	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 CLAIM MADE X OCCUR GEN'L AGGREGATE LIMITS APPLIES PER POLICY X PROJECT LO C	LIMITS EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 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	\$1,000,000.00
		PROFESSIONAL LIABILITY	
NO	10.	ARCHITECTS & ENGINEERS ASBESTOS & REMOVAL LIABILITY MEDICAL MALPRACTICE MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	13.	MOTOR CARGO INSURANCE	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$
NO	17.	DISHONESTY BOND	\$
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	19.	USL&H	FEDERAL STATUTORY LIMITS

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

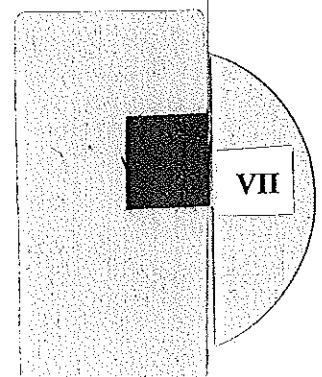
22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____.
25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF 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 PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: Laura Ash State Farm AUTHORIZING SIGNATURE: [Signature]

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: Foreign Language Academy AUTHORIZING SIGNATURE: [Signature]



ATTACHMENT II
AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with bid by contractor)

I, Barbara Granju, president or other principal

Officer of The Foreign Language Academy swear or affirm that the
Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated 49-5-413, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President Barbara Granju
President or Principal Officer
For: Foreign Language Academy
Name of Company

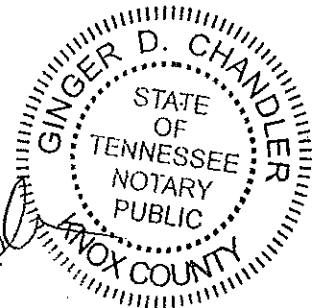
STATE OF TENNESSEE)
COUNTY OF KNOX)

Subscribed and sworn before me by Barbara Granju

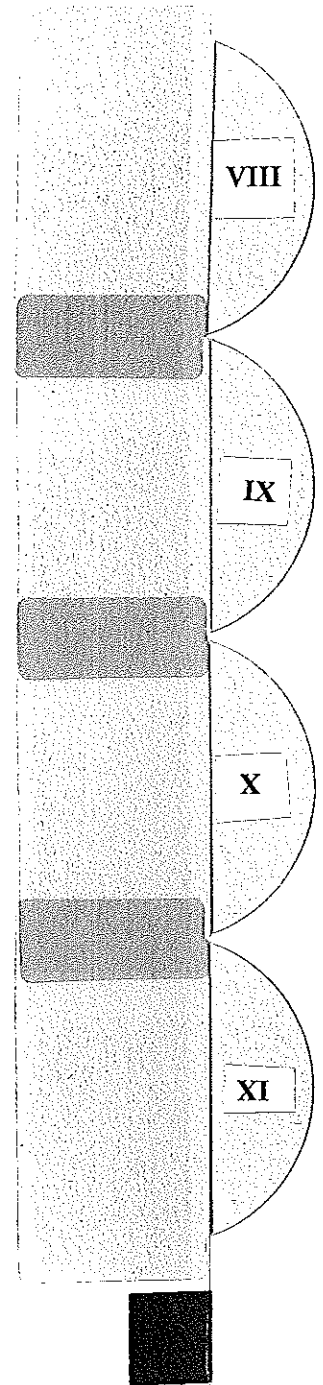
President or principal officer of The Foreign Language Academy

On this 9th day of March 2012

Ginger D. Chandler
Notary Public



My Commission expires: My Commission Expires Oct. 9, 2013



TAB VIII: ACKNOWLEDGEMENT OF ADDENDUM(S) RECEIVED

FLA acknowledges reception of Addendum I.

TAB IX: CREDIT CARD ACCEPTANCE

FLA does not accept credit cards as payment for services.

TAB X: ADDITIONAL INFORMATION

Since 2001, FLA is the provider of the services described in RFP 1396.

FLA, a partnership, is a member of the Knoxville Chamber of Commerce and of the Hispanic Chamber of Commerce.

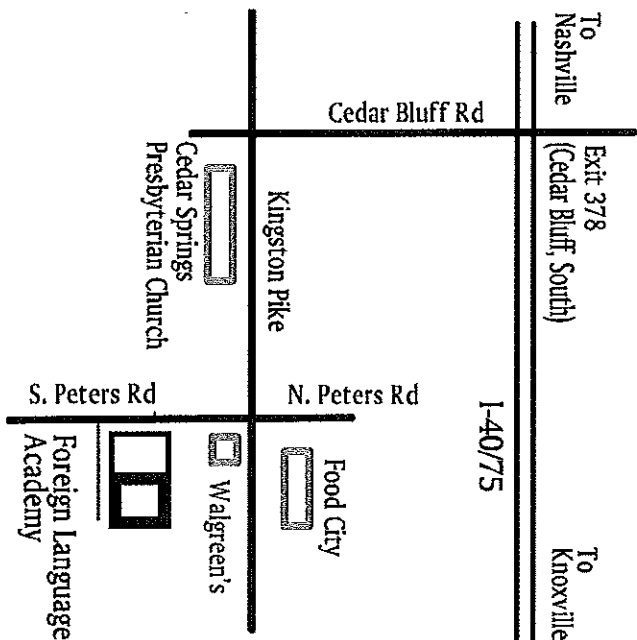
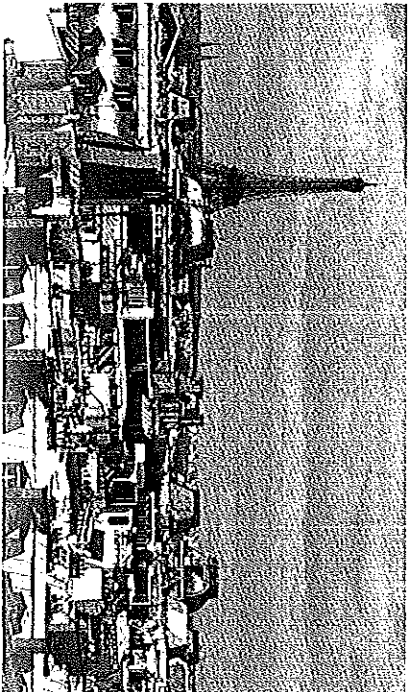
Both Barbara and Jean-Pierre Granju hold Master's Degrees from the University of Tennessee. They are U.S. citizens and have lived in Knoxville since 1967.

TAB XI: COST OF SERVICE

FLA's fee schedule is \$45 per hour, rounded to the closest 1/4 hour.

Available Languages

- Albanian
- Arabic
- Bulgarian
- Cantonese
- Czech
- Danish
- Dutch
- ESL
- Farsi
- French
- German
- Greek
- Gujarati
- Hebrew
- Hindi
- Hungarian
- Indonesian
- Italian
- Japanese
- Kikuyu
- Kirundi
- Konjobal
- Korean
- Liberian
- Lithuanian
- Malay
- Malawian
- Mandarin
- Moldavian
- Norwegian
- Penjabi
- Polish
- Portuguese
- Romanian
- Russian
- Serbo-Croatian
- Spanish
- Swahili
- Swedish
- Tagalog
- Tamil
- Telugu
- Turkish
- Ukrainian
- Urdu
- Vietnamese
- Others

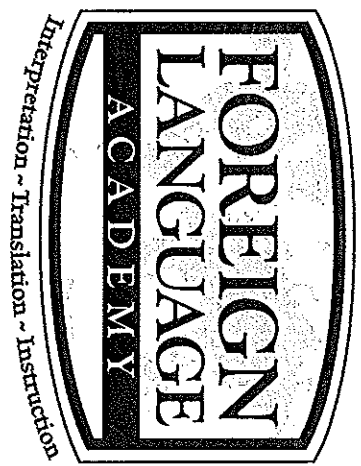


In Knoxville Since 1991

Foreign Language Academy
220 South Peters Road, Suite 209
Knoxville, TN 37923

Phone: 865.694.8880
Fax: 865.694.8506
E-Mail: fla@ForeignLanguageAcademy.org

www.ForeignLanguageAcademy.org



Language Classes

Since 1991, we have taught foreign languages, including English as a second language, to thousands of students, from young children to senior citizens. We provide each student with quality instruction and personal attention.

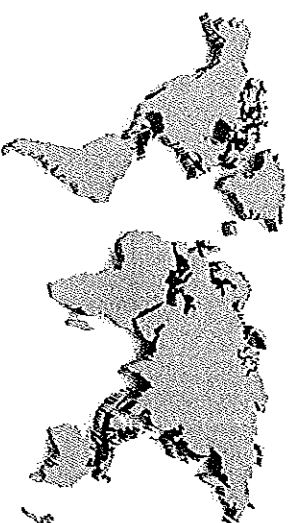
Our instructors are native speakers; they understand the culture of the country and have a thorough knowledge of the language they teach. They are selected for their talent, experience, and enthusiasm.

Our comprehensive method combines the learning of practical vocabulary with the understanding of basic language structures; the correct pronunciation is stressed throughout the lessons. You will begin to speak your new language immediately, and your skills will increase with each lesson. Audio and video recordings will bring variety and diversity to the class.

Whether you are learning for business, pleasure, travel, or education, the programs at every level are tailored to meet the student's interests and needs; learning a foreign language is fun, and you will enjoy a friendly atmosphere.

We offer:

- Small group 2-hour classes which take place weekly in the evening for 10 weeks.
- Private and semi-private (2 students) lessons scheduled any time, including weekends.
- Intensive training for employees relocating abroad.
- Tutoring for students who are enrolled in secondary school or college.



Comments from some of our recent students:

My son is 11 years old. He has been taking a German class for a year and a half. He enjoys every minute of his lessons and loves the teacher. This experience has been very rewarding for him and we recommend the Foreign Language Academy to anyone wanting to begin a new language.
- Sherry Sander

I studied beginning Italian lessons at the Foreign Language Academy this summer. The teacher was a native speaker. She was delightful and engaging, and I learned a lot. The class was informative and fun.
- Patricia Harris

My French lessons helped me prepare for my first-ever trip to Europe and made the experience much more meaningful. When I went back a few months later without a guide, I was able to get around pretty well on my own. I got much more out of my lessons at the Foreign Language Academy than I would have gotten from just books and tapes.
- Mike Thompson

I never knew learning Spanish could be so much fun and affordable! I just wish I had known about the Foreign Language Academy sooner.
- Sheryl Pless

Interpretation

Interpreting services are becoming crucial to the day-to-day operation of many government agencies, local authorities, medical facilities, attorneys' offices, and various businesses. Title VI compliance is just one example of the need to assist non English-speaking persons.

The Foreign Language Academy provides experienced interpreters in many languages. They will go to your location by appointment, and our rates are reasonable. With close to 100 interpreters available, we can respond to almost any situation in East Tennessee.

Telephone interpretation can be provided in some cases.

Translation

At the Foreign Language Academy we specialize in the translation and certification of legal documents, diplomas, international communications, the demand for translations is increasing every day. We can assist your company with translating forms, brochures and user manuals for the international market. We also translate contracts, e-mails and web sites.

We do voice-over recordings and provide transcriptions of recordings in over 40 foreign languages.



Please visit our Website www.ForeignLanguageAcademy.org or Contact us at (865)694-8880.

AGENDA COMMITTEE MEETING

6.

Meeting Date: 06/06/2012

Requested By: Kevin Wilson,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the construction of a synthetic turf football practice field for Farragut High School at a cost of \$121,000.00 paid for by donations from former players and area businessmen.

(Schools)

Education Consent

AGENDA COMMITTEE MEETING

7.

Meeting Date: 06/06/2012

Requested By: Kevin Wilson,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Trane energy efficiency improvements and facility upgrades Phase III-B at a cost of \$481,034.00.

(Schools)

Education Consent

Attachments

Phase III-B



KNOX COUNTY SCHOOLS

ENERGY EFFICIENCY IMPROVEMENTS

&

FACILITY UPGRADES – PHASE III-B



Table of Contents

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Presentation ECM Matrix	8
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Presentation	11



Knoxville Commercial Office
5220 S. Middlebrook Pike
Knoxville, Tennessee 37921
Tel (865) 588-0607 Fax (865) 588-0600
www.trane.com/knoxville

June 4, 2012

Knox County School Board
912 South Gay Street
Knoxville, TN 37902

Subject: Knox County Schools Phase III-B Energy Conservation Program

Dear School Board Members,

Trane is pleased to submit the results of our Preliminary Energy Audit on the next set of Knox County Schools. This will be the fourth set of schools in the Energy Conservation and Infrastructure Improvement Program that has been underway in Knox County Schools since 2007. "Thank you" for being so supportive along the way. In the following pages, we have outlined a self-funding energy conservation and infrastructure improvement program for the next twenty (20) schools.

To date we have implemented facility improvements in forty-four (44) Knox County Schools, funded with guaranteed utility savings by Trane. This program has proven to be a fantastic opportunity for everyone; creating a better environment in our schools for the students and teachers and creating local jobs in our community, *all without new tax dollars*. The program uses energy savings produced by upgrading the infrastructure in our schools to pay for the improvements. In most cases, we're also able to produce additional "net" savings for your utility budget and best of all; Trane guarantees the savings will occur or we write a check for the difference, period.

The next step for this set of schools (Phase III-B) is to complete the Investment Grade Audit (IGA) and Engineering required to finalize the scope, cost estimates and savings guarantees. It is at this time we need your vote of approval to proceed with the audit. Upon approval, Trane will complete the IGA and develop a comprehensive performance contracting proposal for your review and approval. The program is set up so that utility savings cover all costs including the audits, engineering, implementation, on-going support and the cost of debt service. This IGA has a direct cost of \$481,034 associated with it that is only reimbursable to Trane in the event you do not proceed with the program; otherwise, the costs are rolled into the overall project.

The benefits of this program are too numerous to mention in this letter. Please take some time to read the enclosed summary documents for a clearer picture. Additionally, please do not hesitate to contact us with any questions you may have. We can be reached at 865-603-5381 / nmcbee@trane.com or 865-755-5869 / onevader@trane.com. Jim French and Zane Foraker of Knox County Schools Maintenance and Operations can also answer detailed questions about the program as well any of the Senior Staff that have been involved along the way.

Trane is fortunate to be the Energy Services Partner of choice for Knox County Schools and Knox County. Together, we have accomplished great things and look forward to "our" continued success.

Thank you for the continued confidence that you place in Trane.

Sincerely,
Nancy McBee, LEED™ AP
Business Development Manager

Trane Commercial Systems; Ingersoll Rand

Owen M. Nevader, LEED™ AP
Comprehensive Solutions Leader





Knoxville Commercial Office
5220 S. Middlebrook Pike
Knoxville, Tennessee 37921
Tel (865) 588-0607 Fax (865) 588-0600
www.trane.com/knoxville

June 4, 2012

Knox County Schools
Dr. James P. McIntyre, Superintendent
912 South Gay Street
Knoxville, TN 37902

Subject: **Energy Conservation and Infrastructure Improvement Program – Phase III-B**

Dear Dr. McIntyre:

Once again, we want to thank Knox County Schools for the valued partnership forged with your organization. We completed the Preliminary Audit for the implementation of a Performance-Based contract on the following twenty-one (20) Knox County Schools: Adrian Burnette, Chilhowee Elementary, East Knox Elementary, Fair Garden, Farragut Primary, Fort Sanders, Fountain City Elementary, Fulton High, Gibbs Elementary, Harden Valley Elementary, Holston Middle, Knoxville Adaptive Education Center, Maynard Elementary, New Hopewell Elementary, Northwest Middle, Powell High & Sports Complex, Powell Middle, Ritta Elementary, Sam E. Hill, West High, and Portables & Field Houses at each location,

At this time, we are outlining specific areas where facility improvements will address aging infrastructure within the County School facilities and use Energy/Utility savings to fund the improvements, with the energy use savings guaranteed by Trane. **Preliminarily, this program will produce a calculated value of \$17,411,623 in combined savings over the proposed 15-year term, which offsets Knox County School's budget programs by funding \$16,496,555 in real property improvements, ongoing measurement / verification services and debt service while maintaining positive calculated cash flow throughout the term (\$915,068 over the 15-year term). These program savings represent a 31.5% reduction in the utility spend compared to baseline for the twenty (20) schools. [See the Financial tab for a detailed program proforma.](#)**

The commitment of time and effort from Knox County School's Maintenance, as well as key members of your staff in assisting us is indispensable. Because of these collective efforts, we have confirmed feasibility and developed a "preliminary" Performance Contracting Project with guaranteed energy/utility use savings that provide immediate and long-term benefits for all of the facilities analyzed.

Our proposed solution addresses the following business issues faced by Knox County Schools:

- **Updating aging infrastructure**

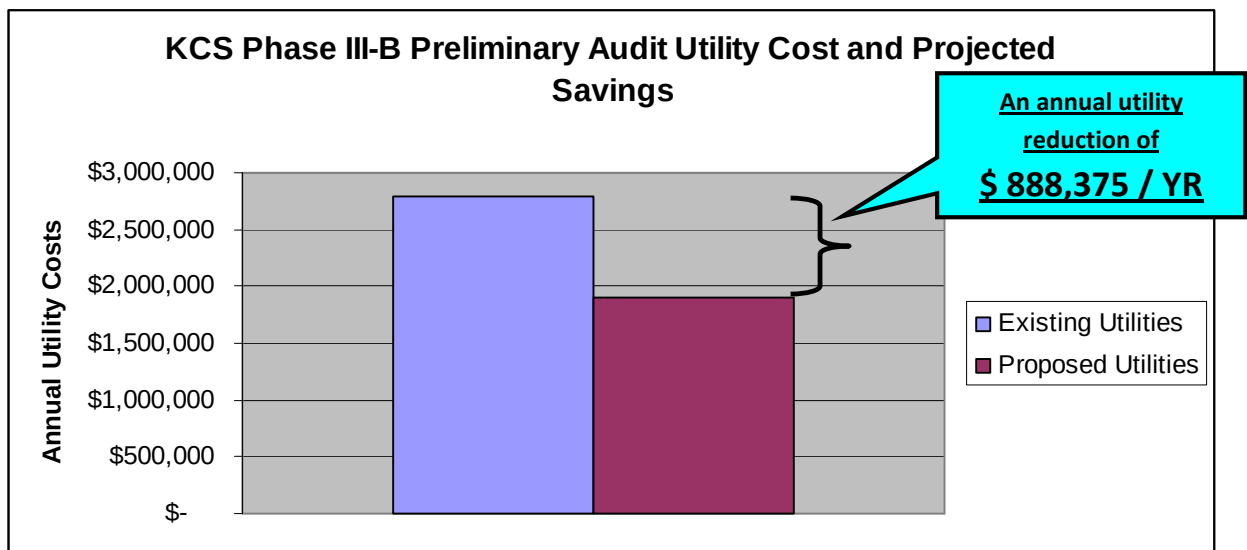
As the buildings in the Knox County School system age, they require more maintenance and capital replacements. There are also new regulations, mandates and environmental guidelines to satisfy even though your budget is already tight. To control long-term operating costs and protect our school system's assets, we must update the aging infrastructure.

- **Eliminating up-front capital expense**

As we all know, securing capital funds can be very difficult and typically means long-term debt. Yet, Knox County Schools faces the need to undertake substantial projects to improve infrastructure and environmental conditions in many of the facilities. The best way to accomplish this is to do so without a large up-front capital expenditure. **Our program helps to accomplish this goal by reinvesting the savings from infrastructure investments back into the facilities and guarantees the energy/utility use savings. Additionally, the preliminary financial models have been developed to cover all of the expenses (including debt service) associated with the program.**

- **Reducing Operating Costs**

Given the ever-increasing utility rate increases and the budgeting pressures to reduce and control spending, this program is a great solution. Sustainable energy/utility savings fund the improvements and continue to provide positive cash flow throughout the project and after the financial term ends.



- **Carbon Footprint Reduction**

This Program will have a significant favorable environmental impact by reducing:

CO ₂ emissions	14,578,676	lbs / year
Sulfur Dioxide	81,885	lbs / yr
Nitrous Oxide	24,698	lbs / yr

- **Visibility and Public Perception**

Knox County Schools continues to lead Tennessee in proactively addressing high energy costs and aging infrastructure **without additional burden to Knox County Tax Payers.**

- **Local Jobs**

By implementing this project, **Knox County Schools will be maintaining and/or creating 127 jobs* right here in Knox County.** Many of these jobs will continue for many, many years. **Based on the latest USDOE job creation calculations.*

At this time, we are asking for your approval to commence with the Investment Grade Engineering Audit required to develop the final scope, cost estimates and savings guarantees for this project (see sample Letter of Commitment). Our preliminary audit has confirmed the feasibility of the program for these twenty (20) schools and we have preliminarily outlined a \$11,724,007 energy conservation and infrastructure improvement program that is self-funding ([see ECM Matrix Summary tab for scopes that have been identified](#)). Please understand that as we complete the Investment Grade Audit and associated Engineering, the program's scopes, cost estimates and savings guarantees will be modeled along with financial options to develop the most comprehensive program for Knox County Schools. The final program will be reviewed in detail with you and Senior Staff and then presented to the School Board for approval.

Upon a favorable vote to proceed by the Knox County Board of Education and final approval by Knox County Commission, Knox County Purchasing typically draws up a Professional Services Agreement for the Investment Grade Audit. The terms of the audit and related financial transactions are per the Knox County RFQ that governs this program. In short, the audit costs would only be reimbursed to Trane in the event that we complete the audit, present the findings and performance contracting proposal, and for whatever reason, Knox County Schools decided not to proceed. Otherwise, all of the audit and engineering costs are rolled forward into the performance contracting project and covered by the utility savings the program produces.

The faith you have continued to place in Trane by proceeding with a fourth group of schools is the ultimate vote of confidence, and we do not take that lightly. We are proud to be your trusted partner, and we look forward to implementing this program on the remaining schools and school system sites within the county. This set of twenty (20) schools represents the second of three subsets of the remaining sixty-three (63) sites.

With the School Board's vote of approval and your authorization, Trane is prepared to immediately begin the Investment Grade Audit and will work diligently to develop the final program for this set of schools on your behalf.

Thank you again and please let us know if you have any questions.

Sincerely,



Nancy McBee
Business Development Manager



Owen Nevader
Comprehensive Solutions Leader



Glen Yearwood
Project Developer

Trane Commercial Systems; Ingersoll Rand

[NOTE: PRINT ON CUSTOMER LETTERHEAD]

Knox County Schools
912 South Gay Street
Knoxville, TN 37902

(Date)

Trane
5220 Middlebrook Pike, South
Knoxville, TN 37921
Attn: Nancy McBee

Dear Nancy:

Trane is authorized to proceed with a detailed (Investment Grade) audit necessary to verify the data presented in the Preliminary Proposal dated June 4, 2012. The detailed audit is estimated to require six (6) months to complete from the date of Trane's acceptance of this Letter of Commitment. Trane and Knox County Government, acting on behalf of the Knox County Board of Education, through its governing body and authorized representative will enter into an Agreement within thirty (30) days of the Final Proposal. In this event, the cost of the comprehensive study will be included as part of the overall project.

In order to enable Trane to perform the comprehensive study, we agree to provide to Trane:

- energy bills for the most recent 36 months and building information required to conduct the study;
- historical records for maintenance cost;
- access to the buildings and to facility and management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project, as required to conduct the study; and
- a time and location for a meeting for presentation of Trane's final proposal; all parties that will be involved in the decision-making process to proceed with a PACT Agreement will attend this meeting.

KNOX COUNTY SCHOOLS will reimburse a fee of \$481,034 (plus any applicable sales tax) to Trane for services and time invested if we do not enter into the Agreement within the thirty (30) day period. We will pay the fee (plus any applicable sales tax) to Trane within thirty (30) days of the date of Trane's invoice.

Upon execution of an Agreement with Trane or payment for the detailed energy study, whichever occurs first, Trane shall provide a copy of the detailed study in its entirety to the Customer.

Sincerely,

CUSTOMER

By: _____
Dr. James P. McIntyre
Its: Superintendent

Dated: _____

Acceptance by Trane

By: _____
Brian Durr
Its: District Manager

Dated: _____

Knox County Schools Phase IIIB Energy Conservation Measures Matrix																				
School	Lighting Upgrades	Lighting Controls	BAS Networked Controls	Demand Controlled Ventilation	Stand Alone Programmable Thermostats	Retro-Commissioning	HVAC Upgrades	HVAC Replacements	HVAC Upgrades Add Alt	Variable Freq Drives	Boiler Upgrades	Server Room Upgrades	Window Replacements/ Refurbishment	Water Heater Upgrades	Utility Meter Revisions	Cooling Tower Makeup Water	Bldg Envelope Weatherization	Water Conservation	Vending Misers	
Adrian Burnett ES	X(4)	X(4)	X(8)	X(9)		X (10)		X(11)(12)									X(5)	X(6)	X(7)	
Chilhowee Elementary (1)	X (4)	X (4)	X (8)				X (32)										X(5)	X(6)	X(7)	
East Knox ES	X(4)	X(4)	X(8)	X(9)		X (10)											X(5)	X(6)	X(7)	
Fair Garden (1)	X (4)		X (44)			X (45)	X (46)			X (47)	X (48)		X (5)				X (5)	X(6)	X(7)	
Farragut Primary (1) (2)	X (4)	X (4)	X (55)	X (9)		X (10)	X (27)		X (28)	X (29)							X (5)	X(6)	X(7)	
Fort Sanders ES 1)	X(4)	X(4)	X(8)	X(9)		X(10)											X(5)(14)	X(6)	X(7)	
Fountain City ES (1)	X(4)	X(4)	X(8)			X(10)(16)		X(15)									X(5)	X(6)	X(7)	
Fulton High (1) (2)	X (4)	X (4)	X (33)			X (10) (37)	X (27)		X (53)		X (54)			X (39)			X (5)	X(6)	X(7)	
Gibbs Elementary	X (4)	X (4)		X (9)		X(10)											X(5)	X(6)	X(7)	
Hardin Valley ES (1)(2)	X(4)	X(4)				X(10)(17)											X(5)	X(6)	X(7)	
Holston MS (1)	X(4)	X(4)	X(8)(18)	X(9)		X(10)												X(6)	X(7)	
Knoxville Adaptive Education Center (1)	X (4)	X (4)	X (8)			X (10)					X (31)		X (5)				X (5)	X(6)	X(7)	
Maynard Elementary (3)	X (4)	X (4)	X (8)			X (10) (51)	X (49)		X (50)				X (5)				X (5)	X(6)	X(7)	
New Hopewell ES (1)(3)	X(4)	X(4)	X(8)	X(9)		X(10)		X(19)(20)									X(5)(21)	X(6)	X(7)	
Northwest Middle (2)	X (4)	X (4)	X (8)	X (9)		X (10)	X (41) (42)							X (43)			X (5)	X(6)	X(7)	
Powell HS Sports Complex	X(4)	X(4)	X(8)															X(6)	X(7)	
Powell HS(1)(2)	X(4)	X(4)	X(8)(22)	X(9)		X(10)	X(23)	X(25)									X(5)	X(6)	X(7)	
Powell MS	X(4)	X(4)	X(8)(26)	X(9)		X(10)											X(5)	X(6)	X(7)	
Ritta Elementary	X (4)	X (4)	X (33)	X (9)		X (10)									X (34)		X (5)	X(6)	X(7)	
Sam E Hill ES(1)	X(4)	X(4)	X(8)	X(9)		X(10)											X(5)	X(6)	X(7)	
West High (2) (3)	X (4)	X (4)	X (35)	X (9)		X (10)	X (36)		X (53)	X (30) (52)						X (40)	X (5)	X(6)	X(7)	
West High Field House					X	X (10)									X (38)					
West High Weight Training Center					X	X (10)														
Portables	X(4)				X												X(5)	X(6)		
Exterior Lighting	X(56)																			

Cost for Full Project: \$ 18,409,110

Cost for Self-Funded Project: \$ 11,724,007

1. Baseline adjustment taken to meet ASHRAE 62 standards for OA introduction, includes turning fans to on and or increasing OA intake where necessary.

2. Baseline adjustment taken because some of the existing HVAC equipment is not working.

3. Baseline adjustment taken to add outside air capabilities to existing classroom systems (currently the majority have no OA capabilities)

4. Verify this ECM with lighting contractor

5. Verify this ECM with bldg envelope/window contractor

6. Verify this ECM with water conservation contractor

7. Verify this ECM with vending miser contractor

8. Replace existing standalone prog tstats. BAS to include On/off/Auto fan control and open/close ventilation damper control where applicable for all RTUs, Splits, and UV's.

9. CO2 sensors @ Assembly locations (Auditoriums, Cafeterias, Libraries, Gyms, etc)

10. Refurbish existing HVAC equip, Test/balance systems, and assure systems/controls are operating within design parameters

11. Replace 2 office RTUs w/ a VAV system w electrically heated VAV boxes. May require installation of drop ceiling in office areas to hide ductwork and installation of air transfer grills between office and halls. Also will require a ductless split in office server room.

12. Replace Cafeteria RTU. Extend systems ductwork to include gym and mechanical storage rooms. System needs to be resized.

13. (not used) RCx also includes removing cooling only window units (obsolete) and resealing penetrations.

14. Envelope measure includes insulating exposed HW distribution piping on lower level.

15. Replace existing classroom window units and steam rads w/ new split system heat pumps w/ electric heat. Run refrigeration lines to roof through existing ventilation shafts. Abandon/Remove existing steam boiler, boiler auxiliaries, distribution piping, and steam equipment. Replace hallway convectors/radiators w/ electric heaters

16. If HVAC measure not chosen RCx will also include boiler and boiler auxiliaries.

17. RCx also includes looking at existing Trane Summit Controls and system scheduling. All schedules should be updated to match typical for the knox IIIB controls scopes.

18. School currently has ALC DDC controls with minimal scheduling and functionality.

19. Replace classroom HVAC systems (16) with split systems w/elect heat. Add ductwork to properly distribute air throughout classrooms.

20. Replace RTU units (1 for 1 replacement) serving auxiliary spaces at the facility.

21. Envelope measure includes adding Low E film to windows at the facility (~82)

22. School currently has JCI DDC overlay with minimal scheduling and functionality.

23. Replace all VAV boxes (~31) with VAV boxes with electric heat that can be extended to the new DDC controls system.

24. Replace RTU J which serves the South corridor. System is a 7.5 Ton packaged RTU with gas heat.

25. Envelope measure includes adding Low E film to windows at the facility (~82)

26. School currently on a functioning Trane Tracer Summit DDC BAS. Reuse existing controls where possible. Add controls and scheduling to match typical for controls scope.

27. Replace existing kitchen unit and repair the MAU

28. In lieu of refurbishing equipment per the RCx ECM, replace old and inefficient equipment

29. Install solenoid valves @ a total of 70 WSHPs and install VFDs on two each 75 hp pumps
30. Replace 3-way with 2-way control valves @ a total of 54 coils and Install VFDs on two each 20 hp hot water pumps

31. Build a room around server equipment and install a ductless split system

32. Replace the existing split systems with new rooftop units w/ gas heat and new split system heat pumps w/ electric heat. Remove the existing steam boiler. Replace convectors/radiators w/ electric heaters

33. Replace the existing Johnson Metasys (mid 1990s era) system

34. Work w/ utility co to remove an existing electric meter that is not being used but KCS is still being charged a monthly customer charge

35. Replace existing Johnson Controls system (early 1990s era) and pneumatic controls/actuators.

36. Replace RTUs, Locker room MAUs, and small chiller pump per maintenance questionnaire needs

37. Replace the 1.5 ton AHU installed in 2004 with a larger AHU per the maintenance questionnaire

38. Negotiate with the utility co to go from a GSA 2 rate structure to a GSA 1 rate structure

39. Replace the 250 gallon water heater serving the gym locker rooms with an instantaneous water heater

40. Use the underground spring running below the boiler room as a means of makeup water for the cooling tower

41. Replace RTUs and split systems that were installed before 1995

42. Replace existing package unit ventilators that were installed in 1994 and have a history of problems

43. Replace the existing 432 gallon HW storage tank that is rusted out and leaking

44. Replace a combination of prog and non prog tstats

45. Refurbish existing RTU serving gym and assure it is operating within design parameters

46. Replace split systems and window units with new DX cooling/HW htg equipment. Replace 3-way control valves w/ 2-way valves

47. Install VFDs to control existing 20 hp HW pumps

48. Replace steam boilers and steam to HW heat exchanger with new high efficiency boilers

49. Install a new 5 ton pad mntd pkg unit w/ gas heat to serve the kitchen

50. Relocate existing AHUs on the 2nd floor to a stainless steel plenum cabinet against the outside wall. Install an OA opening in wall and provide a motorized OA damper

51. Anchor existing condensing units on roof

52. Install VFDs to control existing 5 hp AHU motors on two systems w/ VAV boxes

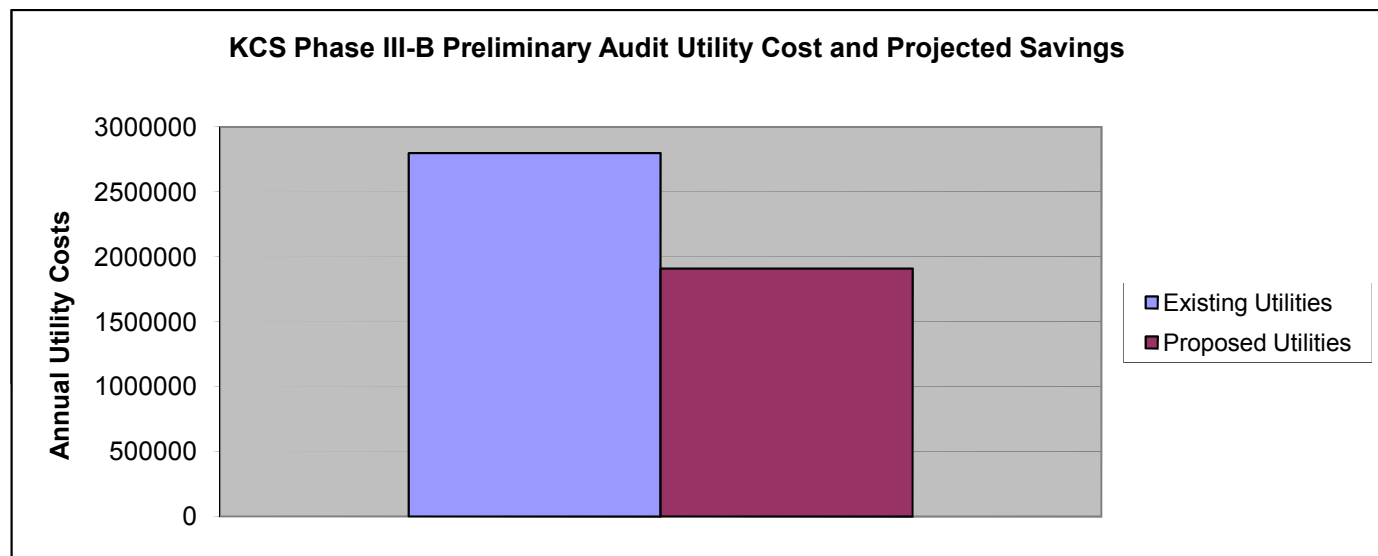
53. This facility is having loop flow problems. Provide testing and balancing of the existing water source heat pump system however, if balancing cannot be achieved, replace the existing pumps

54. Replace existing steam boilers and heat exchanger with new modulating boilers

55. Add eight water source heat pumps to the existing Trane control system

56. Retrofit exterior lighting at misc. sites

Preliminary Savings Estimate Summary - KCS III-B (20 Sites plus portables @ each location)					
	Ft2	Existing Utility \$	Proposed Utility\$	Existing \$/ft2	Proposed \$/ft2
Totals Subset B	2,171,233	\$ 2,797,204	\$ 1,908,829	\$ 1.29	\$ 0.88



Knox County Schools & Trane - Partnership for Better Learning Environment
PACT Program Cash Flow Analysis

Knox County Schools Phase III B Preliminary Cash Flow Model

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
Program Savings																					
Energy Savings	\$ 888,375	\$ 915,026	\$ 942,477	\$ 970,751	\$ 999,874	\$ 1,029,870	\$ 1,060,766	\$ 1,092,589	\$ 1,125,367	\$ 1,159,128	\$ 1,193,902	\$ 1,229,719	\$ 1,266,610	\$ 1,304,609	\$ 1,343,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,522,810
Operational Savings	\$ 32,026	\$ 32,987	\$ 33,976	\$ 34,996	\$ 36,046	\$ 37,127	\$ 38,241	\$ 39,388	\$ 40,570	\$ 41,787	\$ 43,040	\$ 44,332	\$ 45,661	\$ 47,031	\$ 48,442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,649
Construction Period Savings	\$ 293,164																				\$ 293,164
Annual Program Savings	\$ 1,213,565	\$ 948,013	\$ 976,453	\$ 1,005,747	\$ 1,035,919	\$ 1,066,997	\$ 1,099,007	\$ 1,131,977	\$ 1,165,936	\$ 1,200,915	\$ 1,236,942	\$ 1,274,050	\$ 1,312,272	\$ 1,351,640	\$ 1,392,189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,411,623
Program Cumulative Savings	\$ 1,213,565	\$ 2,161,578	\$ 3,138,031	\$ 4,143,778	\$ 5,179,698	\$ 6,246,695	\$ 7,345,702	\$ 8,477,679	\$ 9,643,615	\$ 10,844,530	\$ 12,081,472	\$ 13,355,522	\$ 14,667,794	\$ 16,019,434	\$ 17,411,623	\$ 17,411,623	\$ 17,411,623	\$ 17,411,623	\$ 17,411,623	\$ 17,411,623	
Program Costs																					
Principal & Interest	\$ 1,004,138	\$ 863,772	\$ 889,359	\$ 916,031	\$ 941,902	\$ 973,755	\$ 1,004,138	\$ 1,004,138	\$ 1,004,138	\$ 1,034,521	\$ 1,066,374	\$ 1,092,245	\$ 1,118,917	\$ 1,144,504	\$ 1,004,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,062,077
Measurement & Verification	\$ 77,127	\$ 79,441	\$ 81,824	\$ 84,279	\$ 86,807	\$ 89,411	\$ 92,094	\$ 94,856	\$ 97,702	\$ 100,633	\$ 103,652	\$ 106,762	\$ 109,965	\$ 113,264	\$ 116,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,434,478
Scheduled Service Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Program Costs	\$ 1,081,265	\$ 943,213	\$ 971,183	\$ 1,000,310	\$ 1,028,710	\$ 1,063,167	\$ 1,096,232	\$ 1,098,995	\$ 1,101,841	\$ 1,135,155	\$ 1,170,027	\$ 1,199,007	\$ 1,228,882	\$ 1,257,768	\$ 1,120,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,496,555
Program Cumulative Costs	\$ 1,081,265	\$ 2,024,479	\$ 2,995,662	\$ 3,995,972	\$ 5,024,682	\$ 6,087,849	\$ 7,184,081	\$ 8,283,076	\$ 9,384,916	\$ 10,520,071	\$ 11,690,098	\$ 12,889,105	\$ 14,117,987	\$ 15,375,755	\$ 16,496,555	\$ 16,496,555	\$ 16,496,555	\$ 16,496,555	\$ 16,496,555	\$ 16,496,555	
Cash Flow																					
Annual Net Cash Flow	\$ 132,299	\$ 4,800	\$ 5,270	\$ 5,437	\$ 7,210	\$ 3,830	\$ 2,775	\$ 32,982	\$ 64,096	\$ 65,760	\$ 66,915	\$ 75,043	\$ 83,390	\$ 93,872	\$ 271,389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 915,068
Cumulative New Cash Flow	\$ 132,299	\$ 137,099	\$ 142,369	\$ 147,806	\$ 155,016	\$ 158,846	\$ 161,621	\$ 194,603	\$ 258,699	\$ 324,459	\$ 391,374	\$ 466,417	\$ 549,807	\$ 643,679	\$ 915,068	\$ 915,068	\$ 915,068	\$ 915,068	\$ 915,068	\$ 915,068	

- Customer
- Info Sheet
- Escrow
- Input
- Print

Note* Debt service repayment (Principal & Interest) sculpted to maintain neutral-to-positive annual net cash flow.
1st year includes construction period savings and interest only payments.

Program Financial Summary	
Program Construction Cost	\$ 11,724,007
Utility (TVA) Rebates	\$ 600,704
Customer Down Payment	\$ -
Loan/Lease Amount	\$ 11,123,303
Year 1 - Program Savings (does not include construction period savings)	\$ 920,401
Year 1 - Simple Payback (years)	12.7
Term - Program Costs	\$ 16,496,555
Term - Program Savings	\$ 17,411,623
Term - Cumulative Payback Ratio	0.95
Annual Interest Rate	4.25%
Loan/Lease Term (years)	15
Payments per Year	12
Construction Interest Considered (yes/no)	no
Total Interest Payments	\$ 3,938,774
Annual Energy Cost Escalation Factor	3.0%
Annual Operational Cost Escalation Factor	3.0%
Annual Service Program Cost Escalation Factor	3.0%

75% of guaranteed savings at \$.10/kWh



Introductions

- Nancy McBee – K-12 Business Development Manager
- Owen Nevader – Comprehensive Solutions Leader
- Glen Yearwood – Project Developer





What is Performance Contracting?

According to the United States Department of Energy Performance Contracting is:

“The use of guaranteed savings from the maintenance and operations budget (utility dollars) as capital to make needed upgrades and modernizations to your building environmental systems, financed over a specified period of time.”





What is Performance Contracting?

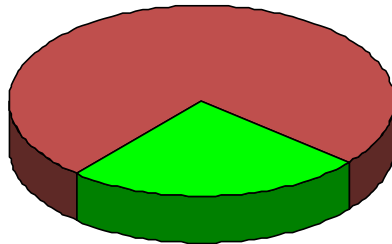
- It does not replace your normal annual operating budget.
- It does not replace your normal capital budget.
- It provides a third (supplemental) revenue stream by using *guaranteed* future energy & operational savings as a source of funding to help you maintain the real estate assets you own.





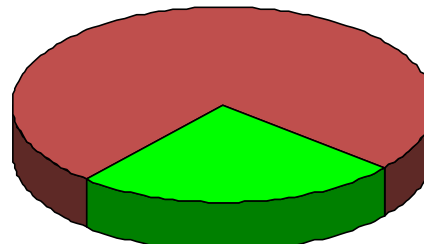
How does this work?

Gas Costs



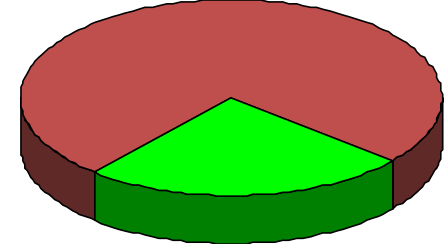
Savings

Electric Costs



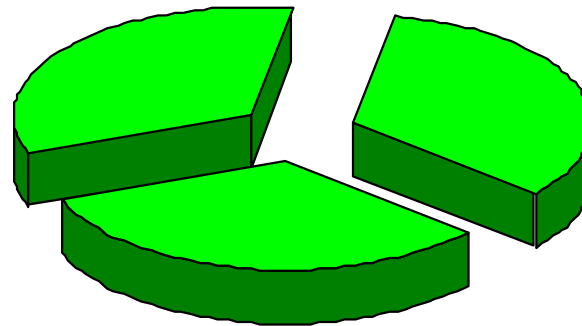
Savings

Water & Sewer Costs



Savings

Savings are from implementing Energy Conservation Measures



Utility savings fund the Energy Conservation and Infrastructure improvement project

Utility Rebates and Incentives such as grants are also used to offset program costs.

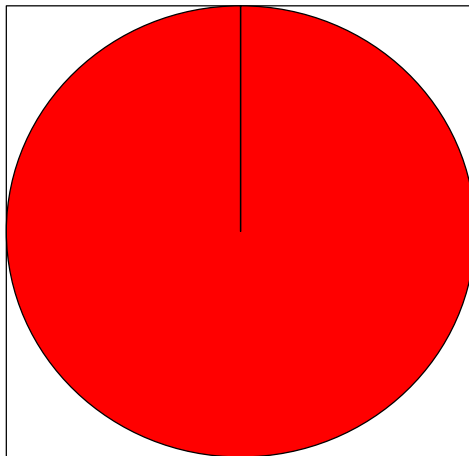




How does this work?

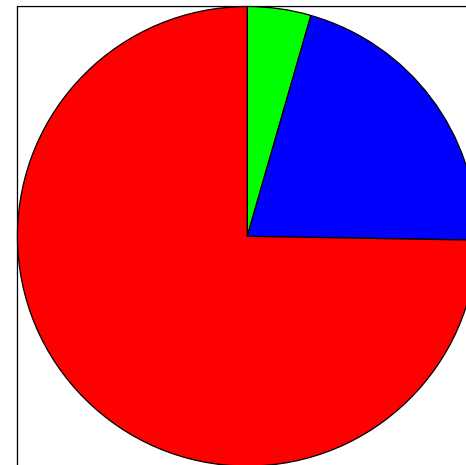
Reallocation of Current Utility Expenses

Current Utility Expense Allocation



■ Utilities

Proposed Utility Expense Allocation



■ Net Savings
■ Project Cost
■ Utilities

Savings results are guaranteed by Trane, **annually**.





Background & Objective

- **October 2005** - Knox County Purchasing issued PC RFQ.
 - Goal of RFQ – to utilize *Performance Contracting* to upgrade county facilities, with no up-front cost, through self-funding, guaranteed savings projects.
- **December 2005** - Trane is selected by a 5-member committee as the top company, out of 6 NAESCO respondents.
- **December 2006** – Knox County selected the first group of 10 schools, deemed “the energy hogs”, with which to proceed in the *Performance Contracting* process.
- **December 2006 – Present** - Trane has completed, and is finalizing energy and infrastructure upgrades at a total of 44 Knox County schools (3 phases to date), all funded by utility savings that are guaranteed by Trane.
- **February 2010** – The school system authorized Trane to begin preliminary energy/infrastructure analyses on the remaining 63 schools (Phase III).
- **June 2012** – Trane to present the second sub-set of schools (Phase III-B) for approval to proceed with the Investment Grade Engineering Audit necessary to present final scopes, costs and guaranteed savings to the Knox County BOE.
- **June 2012** – Approval for Investment Grade Engineering Audit by Knox County Commission.
- **November 2012** - Presentation of final project to school board for authorization to proceed.
- **November 2012** - Approval for Project Phase III-B by Knox County Commission.
- **December 2012** – Phase III-B Project execution to commence.





Phase III-B Schools

- Adrian Burnett Elementary
- Chilhowee Elementary
- East Knox Elementary
- Fair Garden
- Farragut Primary
- Fort Sanders
- Fountain City
- Fulton High
- Gibbs Elementary
- Hardin Valley Elementary
- Holston Middle
- Knox Adaptive Education Center
- Maynard Elementary
- New Hopewell Elementary
- Northwest Middle
- Powell High & Sports Complex
- Powell Middle
- Ritta Elementary
- Sam E. Hill
- West High
- Portables & Field Houses (each location)

Total Estimated Value of Improvements = \$ 11M – \$18M

Total Estimated Annual Utility Savings = \$900,000 (+/-)





THANKS & ACKNOWLEDGEMENT

- We want to thank the School Board, Senior Staff and Dr. McIntyre for working with Trane on these energy savings projects throughout the school system.
- We also want to thank the KCS Maintenance Department for all of the extra work and effort necessary to complete the schools to date.
- And, you should know that the results of our audits at KCS mirror what is happening all over the country, as shown in this quote on the United States Department of Energy website:

“Our Schools Are Failing Energy 101

Our nation's K-12 schools are challenged to serve growing student populations and rising community expectations with aging buildings, constrained operating budgets, and ever-increasing energy bills. Each year, taxpayers spend \$6 billion on energy for these schools—about 25 percent more than necessary.”





PRELIMINARY FINDINGS (Phase III B)

- Energy Costs exceed the Southeast average for public school systems by over **24.5%**.
- These energy costs are **31.5%** higher than Trane's preliminary "target" for these buildings.
- Some Heating & Air Conditioning Systems that have outlived their expected lives by 5 to 25 years.
- Antiquated lighting systems that overuse energy, while producing sub-standard light levels for student performance.
- Outdated plumbing technology that wastes water.
- In many of the schools, a lack of centralized "building control" is contributing to less than desirable comfort levels, high energy costs and extra work for KCSM.





Phase III-B Budgetary Results of a Performance Contracting Project with Trane

Trane's Preliminary Audit indicates:

A self-funding project with

**Guaranteed program savings of
\$17,411,623.00**

over the proposed 15-year term

This will fund roughly \$11,700,000 in real property improvements, on-going support, the cost of debt service, and will also produce in excess of \$900,000 in additional positive cash flow over the life of the project.





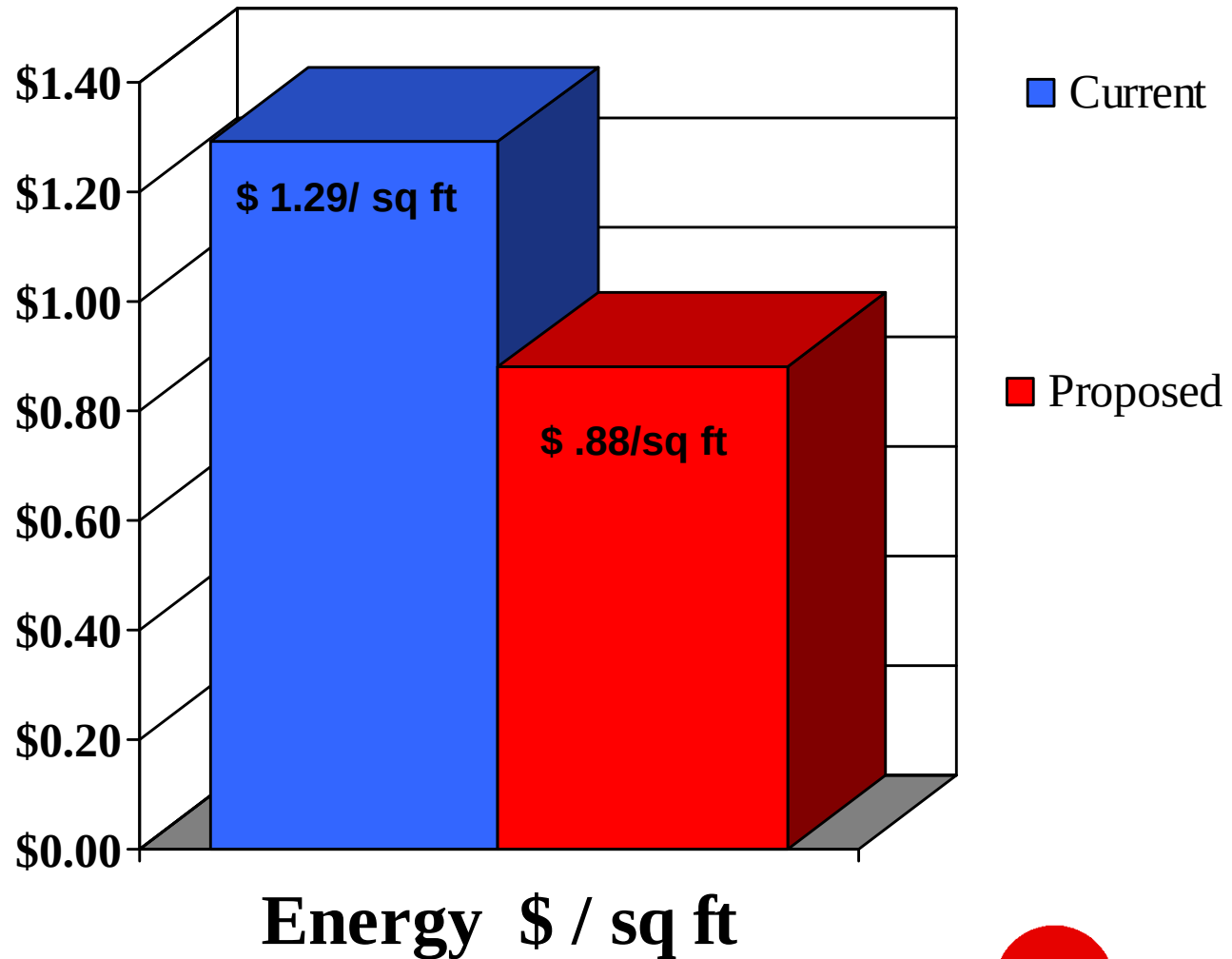
Potential Scope Items

- See ECM matrix





Project Impact on these 21 schools





Project Impact on the Environment

- Total Annual Carbon Dioxide reduction of **14,578,676** pounds.
- Total Annual Sulfur Dioxide reduction of **81,885** pounds.
- Total Annual Nitrous Oxide reduction of **24,698** pounds.





What is this project to the school system?

- This Project is an Energy Conservation Project.
- More importantly, this project utilizes these saved energy dollars to -

Upgrade The Learning Environment, through infrastructure improvements.





Upgrading The Learning Environment

The Facts:

- According to *ASHRAE*, **test scores show an overall increase** when the classroom is controlled within specific design ranges.
- Student **performance increases** when ventilation rates are set at the correct levels, which minimizes carbon dioxide levels in the classroom.
Source: *Educational Facility Planner Report*
- “Appropriate light levels **improve test scores, reduce off-task behavior, and play a significant role in student achievement.**” Source: *National Clearinghouse for Educational Facilities*





When the “needs” out-weigh the funding

That is exactly when this type of project makes sense as a contracting vehicle for Knox County Schools – to allow you to upgrade your facilities through your existing Operational Budget, and have Trane guarantee the results.





Performance Contracting for The Knox County School System

- **Reallocation** of the current over-spending on utility costs toward needed infrastructure upgrades.
- Trane guarantees that the savings will occur – period. Or, Trane issues a check to the Knox County School System.





What Now?

With the School Board's approval and issuance of a Letter of Commitment, Trane will proceed with the next step in the Performance Contracting Process & finalize all Engineering & Design necessary to produce final guarantee documents.

This cost shall not exceed \$481,034 and will be covered by the savings produced by the project. If you do not proceed, Trane will be reimbursed.





Questions



AGENDA COMMITTEE MEETING

8.

Meeting Date: 06/06/2012

Requested By: Kevin Wilson,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES **Funded in Current Budget:** NO

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the FY 2012 General Purpose School Fund Balance Designations in the amount of \$6,674,574.00.

(Schools)

Education Consent

Attachments

Designations

Fund Balance Designations

June 2012

E-Rate Contribution	\$	2,387,000
Vehicles (Maintenance)		250,000
Textbooks (2012-2013 Adoption)		<u>4,037,574</u>
Total	\$	<u><u>6,674,574</u></u>

AGENDA COMMITTEE MEETING

9.

Meeting Date: 06/06/2012

Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Southeast Eye Center, GP in District 7.
(Engineering and Public Works)

Attachments

storm

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES

THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)

Southeast Eye Center, GP, (an individual/ a Tennessee or other state corporation/ partnership)
with its (office/ residence) located at 1124 Weisgarber Road, Suite 207, Knoxville, Tennessee
37909 (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater
and/or Water Quality Facilities (hereinafter "Covenants") on this the 4th day of

MAY, 2012

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the property owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property owner further warrants that they are the owner of the property located in Knox
County at 7800 Conner Rd. (District 7) and that a final map and plat has been prepared, said
map and plat being prepared by Land Development Solutions on the 2nd day of May, 2012.

The property owners further agree that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled Replat of Lot 1R2R of the Final Plat of Dannaher Place= Unit 2
dated May 2, 2012 and prepared by Land Development Solutions (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the property owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current property owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the property owner fails to comply with the County's notice within the time specified, Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the property owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the property owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 4th DAY OF may, 2022.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) Stephen L. Perkins

(Sign Name Here) [Signature]

KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Stephen L. Perkins, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 4th day of May, 2012.



My Commission Expires: 8-29-12

Brenda Gale Martin
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Stephen L. Perkins, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **Southeast Eye Center, GP** and is authorized by **Southeast Eye Center, GP** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 4th day of May, 2012.



My Commission Expires: 8-29-12

Brenda Gale Martin
NOTARY PUBLIC

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

10.

Meeting Date: 06/06/2012

Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Thomas C. & Martha K. Beeler in District 6.
(Engineering and Public Works)

Attachments

storm

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES

THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales, pipes, oil/water separators, sand filtering devices, etc.)

Thomas C. Beeler & Martha K. Beeler, (individuals/ a Tennessee or other state corporation/ partnership) with their/its (office/ residence) located at **P.O. Box 22313, Knoxville, Tennessee 37933** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 1st day of June 2012.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter into permanent maintenance agreements for stormwater and/or water quality facilities before the property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a Grading Permit, the property owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater maintenance documents and the Engineering Department shall record the same in the Register's Office for Knox County, Tennessee.

The Property owner further warrants that they are the owner of the property located in Knox County at **11212 Yarnell Road (District 6)** and that a final map and plat has been prepared, said map and plat being prepared by **Jim Sullivan** on the **29th** day of **May, 2012**.

The property owners further agree that said map and plat shall be recorded in the Register's Office as soon as the recording of this stormwater agreement takes place and a copy of the recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property according to the Grading Permit issued by Knox County based on the Property Owner's site/subdivision plan entitled **Final Plat- Unit 1- Yarnell Station** dated **May 29, 2012** and prepared by **Jim Sullivan** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality facilities in strict accord with the Plan, specifications, calculations, and conditions required by the Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond acceptable to Knox County and in an amount to be determined by the Engineering Department in a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the obligations therein, the Property Owner will include in all instruments conveying any or all of the above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the property owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current property owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the property owner fails to comply with the County's notice within the time specified, Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the property owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the property owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 1 DAY OF June, 2012

PROPERTY OWNERS/ AUTHORIZED AGENT:

(Print Name Here) THOMAS C BEELER (Sign Name Here) TL C

(Print Name Here) MARTHA K BEELER (Sign Name Here) Martha K Be

KNOX COUNTY, TENNESSEE

By: Knox County Mayor

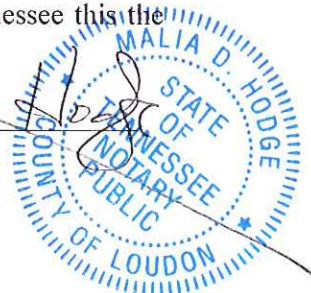
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Thomas C Beeler, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 1 day of June, 2012

My Commission Expires: March 15, 2015

Malia D. Hodge
NOTARY PUBLIC



KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

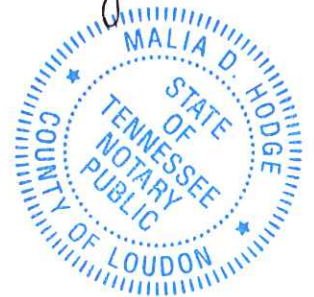
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Martha H. Beeler, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 1 day of June, 2012.

My Commission Expires: March 15, 2015

Malia D. Hodge
NOTARY PUBLIC



STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared THOMAS C BERNARD the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 4TH day of JUNE, 2012.

My Commission Expires: 1-27-15

Eddy Roberts
NOTARY PUBLIC

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

11.

Meeting Date: 06/06/2012

Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Landview Development, LLC in District 6.
(Engineering and Public Works)

Attachments

storm

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES

THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)

Landview Development, LLC, (an individual/ a Tennessee or other state corporation/
partnership) with its (office/ residence) located at 108 Glenleigh Court, Suite 2, Knoxville,
Tennessee 37934 (hereinafter "Property Owner") grants these Covenants for Maintenance of
Stormwater and/or Water Quality Facilities (hereinafter "Covenants") on this the 4th day of
June, 2012.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the property owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property owner further warrants that they are the owner of the property located in Knox
County at 0 Orange Blossom Lane (District 6) and that a final map and plat has been prepared,
said map and plat being prepared by Jim Sullivan on the 29th day of May, 2012.

The property owners further agree that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled Final Plat- Greenbrook- Unit 4 dated May 29, 2012 and prepared
by Jim Sullivan (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the property owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current property owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the property owner fails to comply with the County's notice within the time specified, Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the property owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the property owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 4th DAY OF June, 2012

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) Winston D. Cox

(Sign Name Here) [Signature]

KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Winston D. Cox, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **Landview Development, LLC** and is authorized by **Landview Development, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 4TH day of JUNE, 2012.

My Commission Expires: 1-27-15



Eddy Roberts
NOTARY PUBLIC

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

12.

Meeting Date: 06/06/2012

Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices for Ashwood Properties, LLC in District 6.
(Engineering and Public Works)

Attachments

storm

COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)**

Ashwood Properties, LLC, (an individual/ a Tennessee or other state corporation/ partnership)
with its (office/ residence) located at **11020 Kingston Pike, Suite 250, Knoxville, Tennessee
37934** (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater
and/or Water Quality Facilities (hereinafter "Covenants") on this the 21st day of
May, 2012.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the property owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property owner further warrants that they are the owner of the property located in Knox
County at **10704 Woody Drive (District 6)** and that a final map and plat has been prepared, said
map and plat being prepared by **Jim Sullivan** on the **23rd** day of **January, 2012**.

The property owners further agree that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled **Final Plat- Concord Crossing** dated **January 23, 2012** and
prepared by **Jim Sullivan** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the property owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current property owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the property owner fails to comply with the County's notice within the time specified, Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the property owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the property owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the property owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 21st DAY OF May, 2012.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here)

(Sign Name Here)

KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, the property owner, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Ashley Healy, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **Ashwood Properties, LLC** and is authorized by **Ashwood Properties, LLC** to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 21st day of May, 2012.

Kary Glawe
NOTARY PUBLIC

My Commission Expires: 03/06/2014



APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

13.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the right of way acquisitions necessary as part of the Bob Gray Road and Mabry Hood Road/Hickey Road Intersection Improvements (9 tracts) and the Bob Gray Road and Bob Kirby Road Intersection Improvements (9 tracts) as referenced in the Cannon and Cannon, Inc. plans.

(Engineering and Public Works)

Attachments

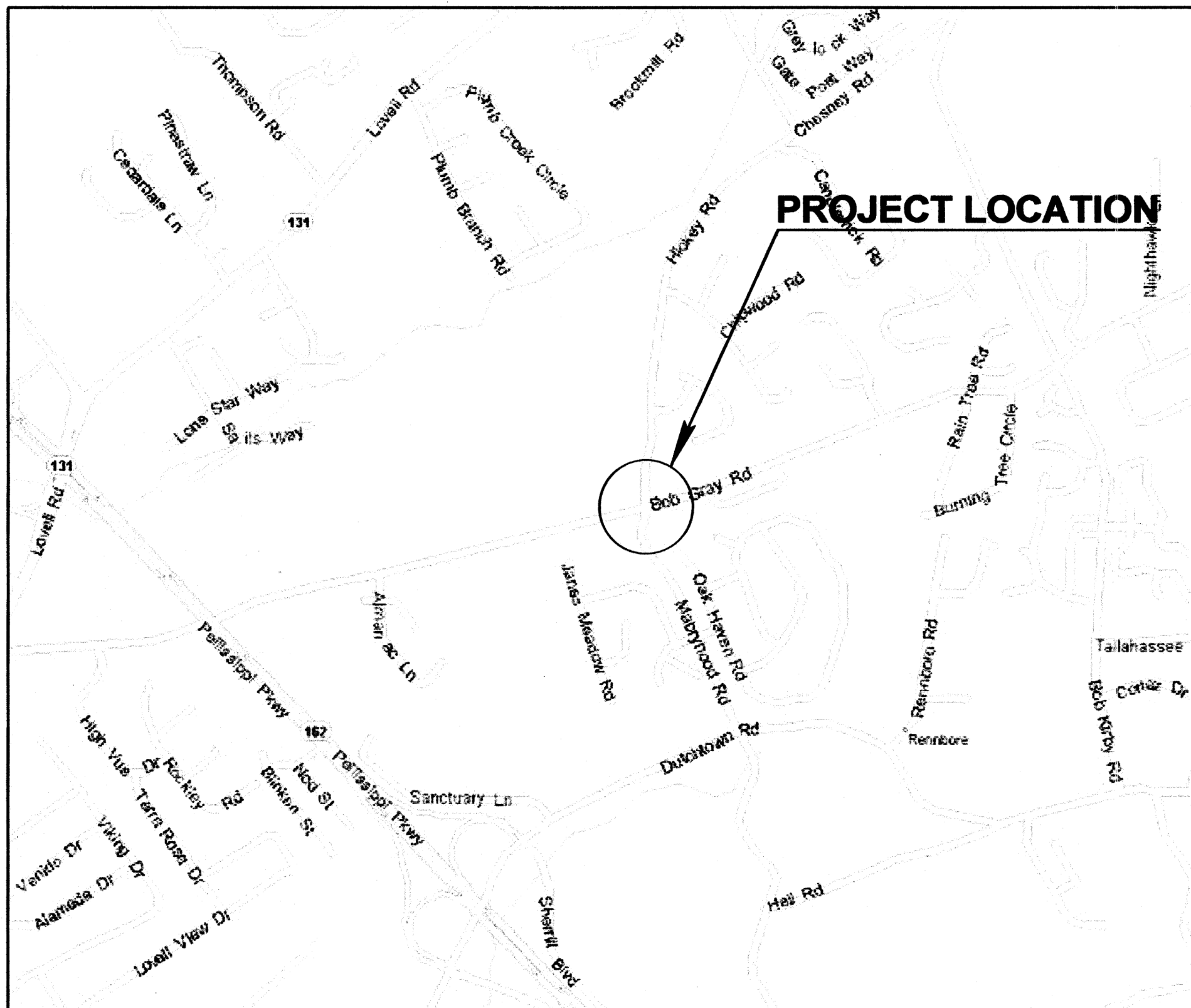
Bob Gray Mabry Hood



BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS
RIGHT-OF-WAY PLANS

INDEX OF SHEETS

SHEET NAME	SHEET NO.
TITLE SHEET	RO.00
TYPICAL SECTIONS	RO.01 - RO.02
DETAILS	RO.03
ROUNDBOUT DETAILS	RO.04
PROPERTY MAP AND RIGHT-OF-WAY ACQUISITION	R1.00
PRESENT LAYOUT	R1.01
PROPOSED LAYOUT	R1.02
BOB GRAY ROAD PROFILE	R1.03
MABRY HOOD ROAD PROFILE	R1.04
DRIVEWAY PROFILES	R1.05
ROADWAY CROSS SECTIONS - BOB GRAY ROAD	XS1.01 - XS1.04
ROADWAY CROSS SECTIONS - MABRY HOOD ROAD	XS1.05 - XS1.07



VICINITY MAP

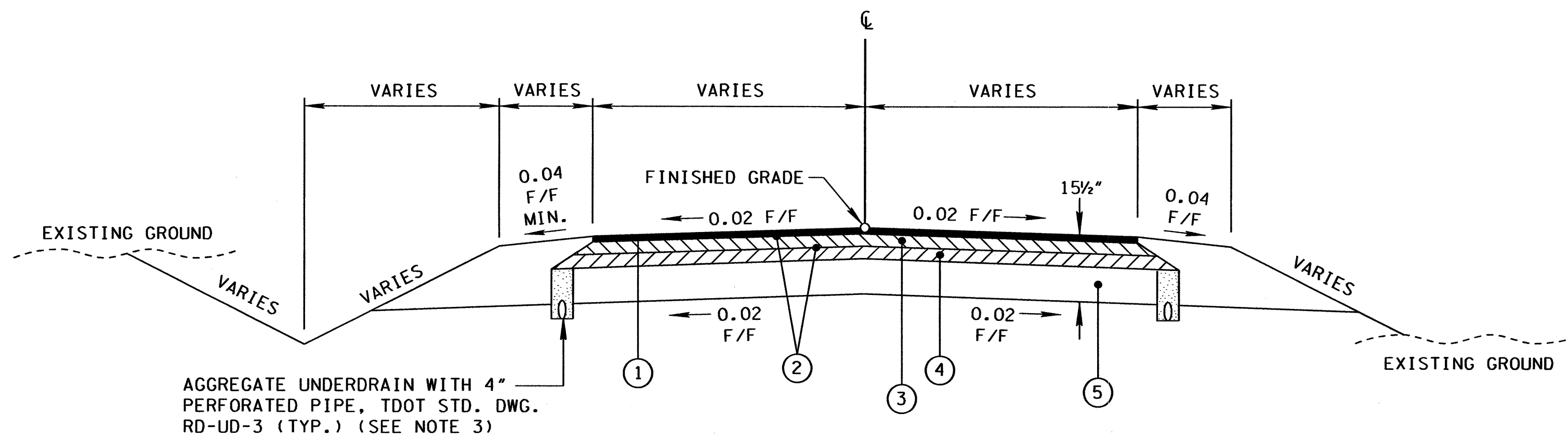
NOT TO SCALE

TIM BURCHETT - MAYOR
DWIGHT VAN DE VATE - DIRECTOR OF ENGINEERING

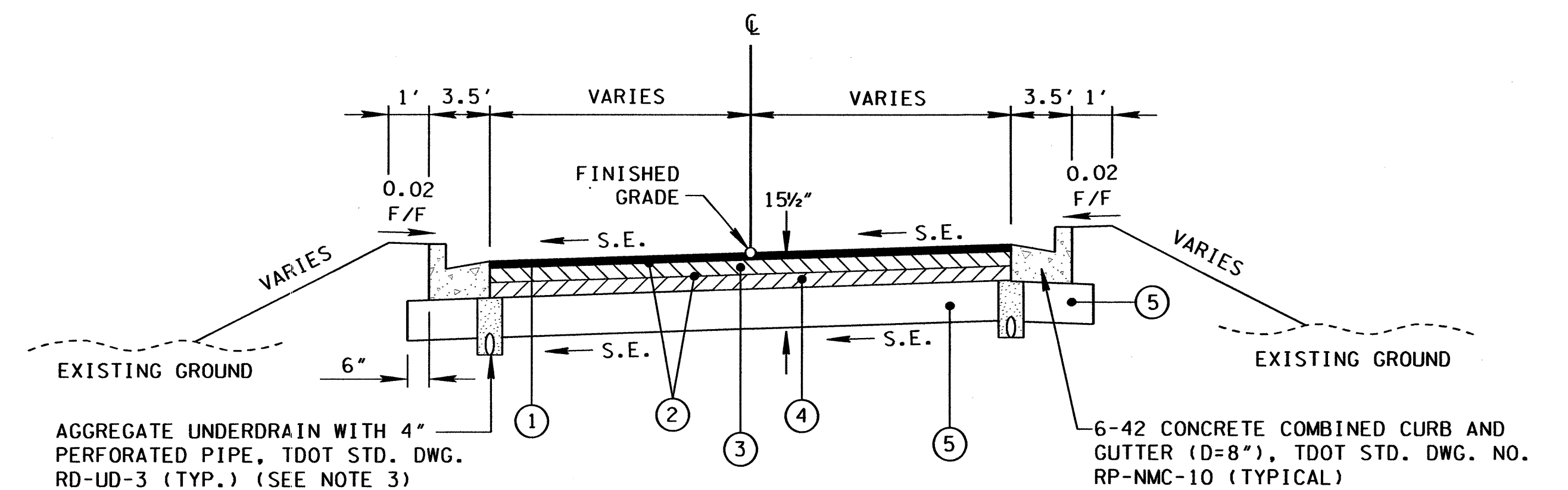
KNOX COUNTY ENGINEERING AND PUBLIC WORKS
205 WEST BAXTER AVENUE
KNOXVILLE, TENNESSEE 37917

R.O.W.
PLANS

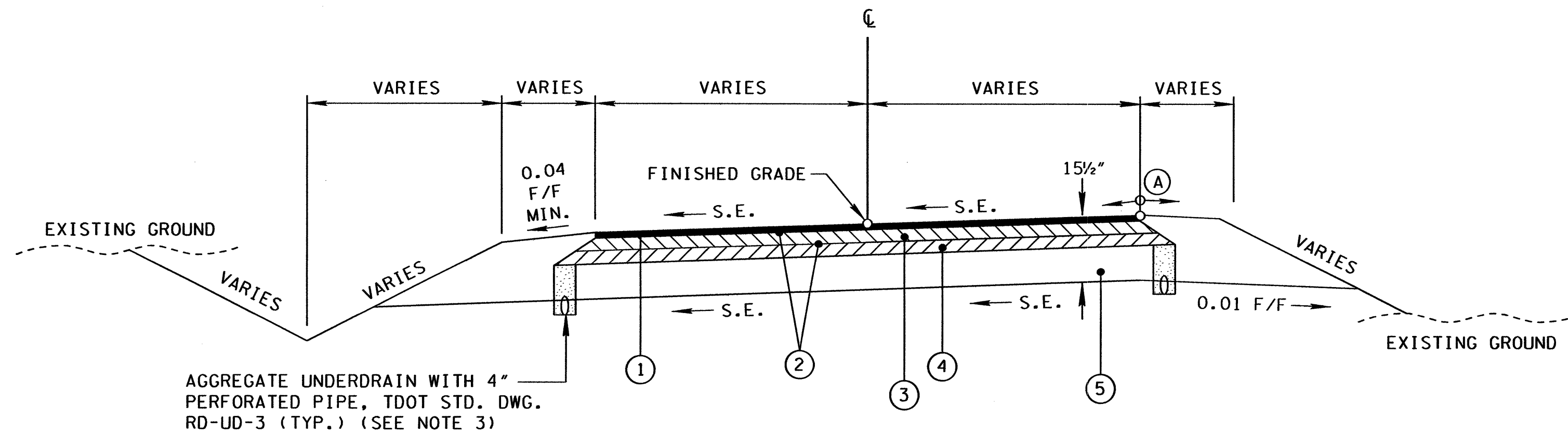
REVISIONS		DATE
Cannon&Cannon, Inc.		
Consulting Engineers • Field Surveyors		
8550 Kingston Pike		
Knoxville, Tennessee 37919		
Telephone: (865) 670-8555 • Fax: (865) 670-8866		
www.cannon-cannon.com		
CLIENT:		
KNOX COUNTY		
ENGINEERING AND PUBLIC WORKS		
PROJECT:		
BOB GRAY ROAD AT MABRY HOOD ROAD		
INTERSECTION IMPROVEMENTS		
TITLE SHEET		
	CCI PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
	D.C.	
R0.00		



TYPICAL TANGENT SECTION
SHOULDER (SEE NOTE 1)



TYPICAL SUPERELEVATED SECTION
CURB AND GUTTER
(SEE NOTES 1 AND 2)

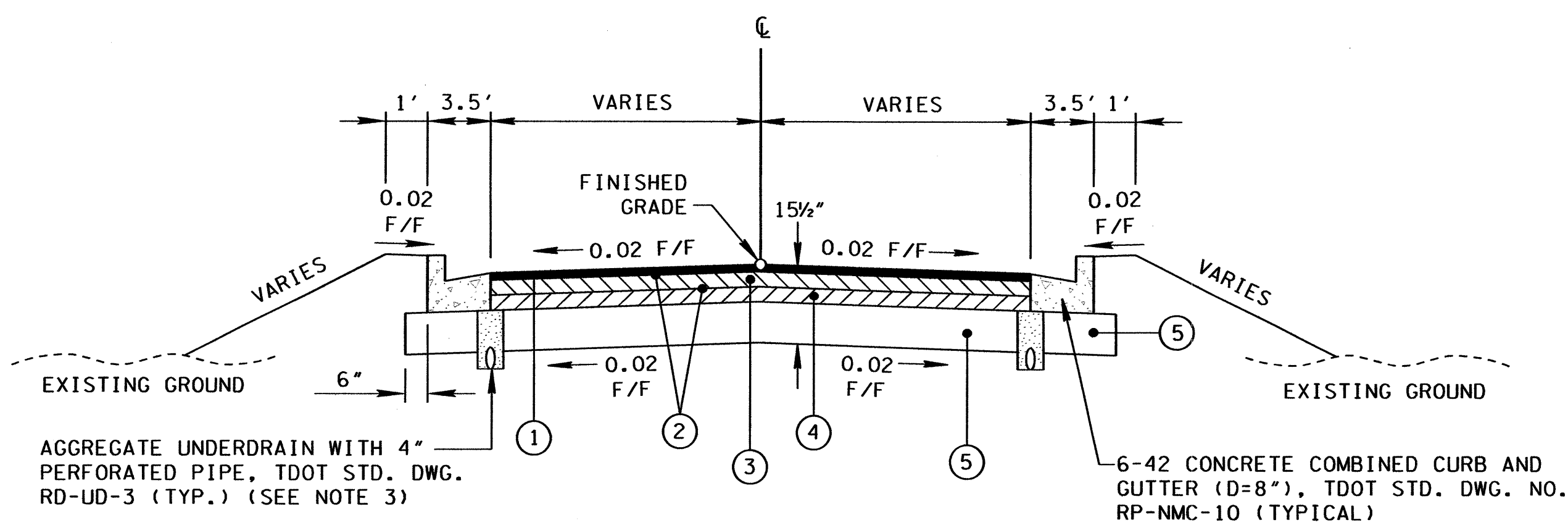


TYPICAL SUPERELEVATED SECTION
SHOULDER (SEE NOTE 1)

R.O.W. PLANS

NOTES:

- SEE PROPOSED LAYOUT FOR LOCATIONS OF SHOULDER AND CURB AND GUTTER.
- SEE ROUNDABOUT DETAILS FOR LOCATIONS OF PROPOSED MONOLITHIC CONCRETE ISLANDS.



TYPICAL TANGENT SECTION
CURB AND GUTTER
(SEE NOTES 1 AND 2)

PAVEMENT SCHEDULE

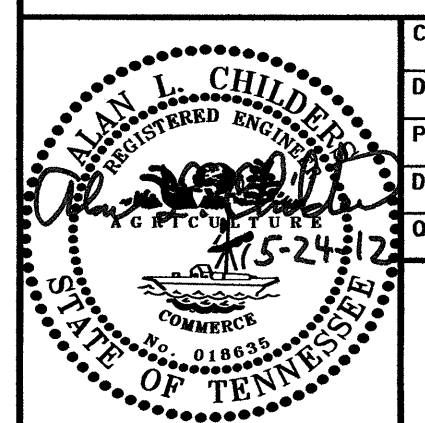
- SURFACE ASPHALT COURSE @ 1.5" DEPTH (APPROX. 159 LB/SY)
TDOT SPEC. SECTION 411 - ASPHALTIC CONCRETE SURFACE, GRADING D
- TACK COAT (APPROX. 0.02 GAL/SY)
TDOT SPEC. SECTION 403 - TACK COAT
- BINDER ASPHALT COURSE @ 3" DEPTH (APPROX. 339 LB/SY)
TDOT SPEC. SECTION 307 - BITUMINOUS PLANT MIX BASE, GRADING B-M2
- BASE ASPHALT COURSE @ 3" DEPTH (APPROX. 345 LB/SY)
TDOT SPEC. SECTION 307 - BITUMINOUS PLANT MIX BASE, GRADING A
- MINERAL AGGREGATE BASE @ 8" DEPTH
TDOT SPEC. SECTION 303 - MINERAL AGGREGATE BASE, TYPE A, GRADING D

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

CLIENT:
KNOX COUNTY
ENGINEERING AND PUBLIC WORKS

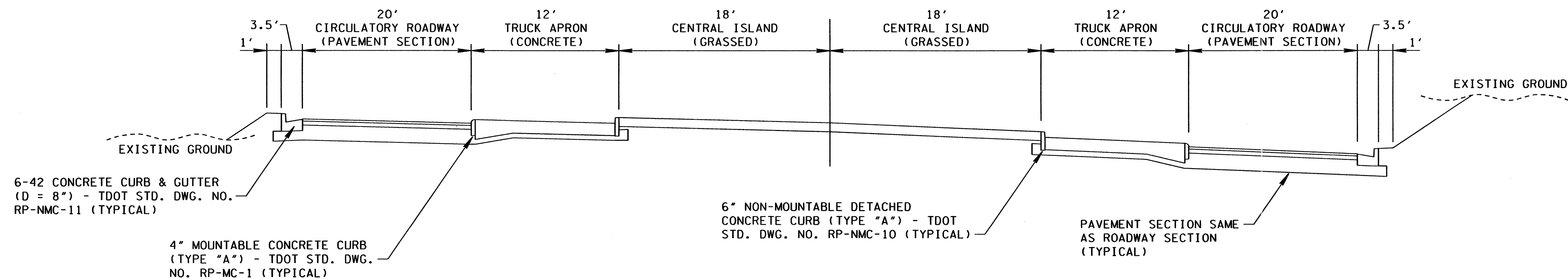
PROJECT:
BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS

TYPICAL SECTIONS



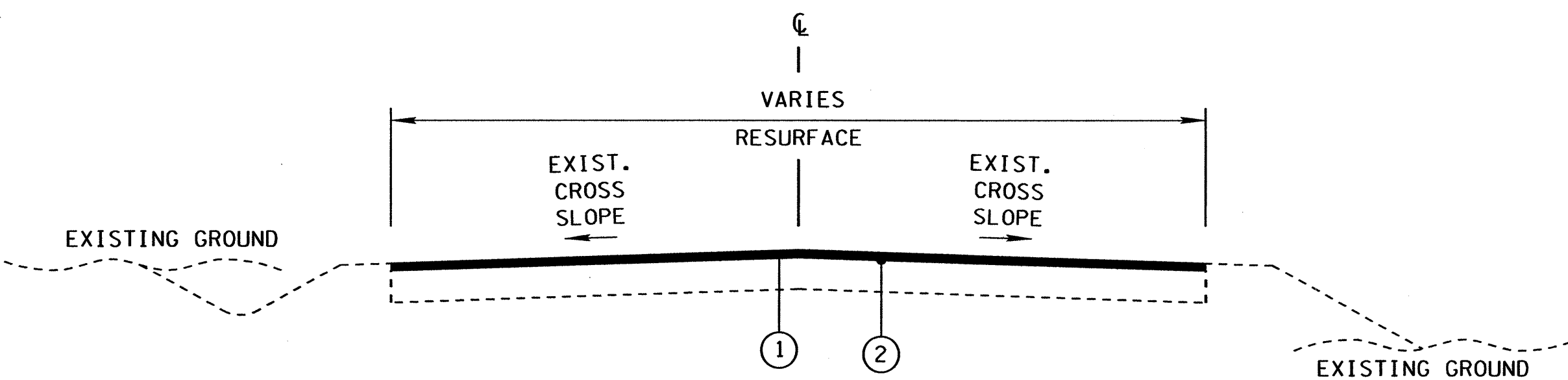
CCI PROJECT NO. 263-0066
DATE 5-24-12
P.M. ALC
DRAWN TRANS.
O.C.

R0.01



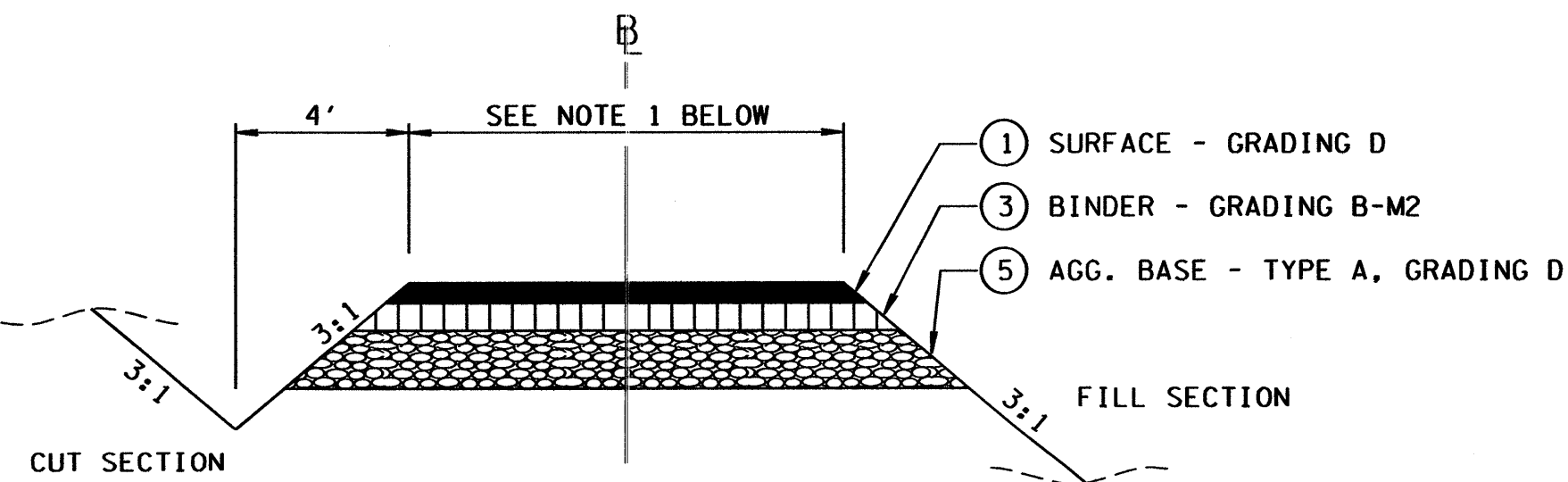
TYPICAL ROUNDABOUT SECTION

- NOTES:
1. SEE PROPOSED LAYOUT FOR RESURFACING LOCATIONS.
 2. SEE ROUNDABOUT DETAILS FOR LOCATIONS OF PROPOSED MONOLITHIC CONCRETE ISLANDS.
 3. SEE SHEET NO. R0.01 FOR PAVEMENT SCHEDULE.



TYPICAL RESURFACING SECTION
SHOULDER
(SEE NOTE 1)

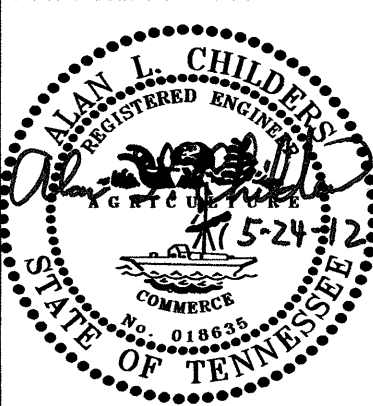
BUSINESS	RESIDENTIAL
① SURFACE - 1½"	① SURFACE - 1½"
③ BINDER - 3"	③ BINDER - 0
⑤ BASE - 4"	⑤ BASE - 4"



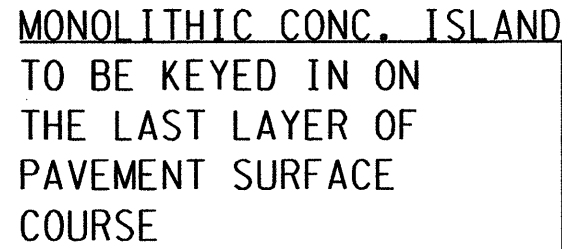
1. REFER TO SHEETS R1.02 THRU R4.02 FOR DRIVEWAY LOCATIONS AND WIDTHS, AND SHEET R8.02 FOR DRIVEWAY PROFILES.
2. REFER TO SHEET R0.03 FOR PAVEMENT SCHEDULE AND SPECIFICATIONS.

TYPICAL ASPHALT DRIVEWAY SECTION

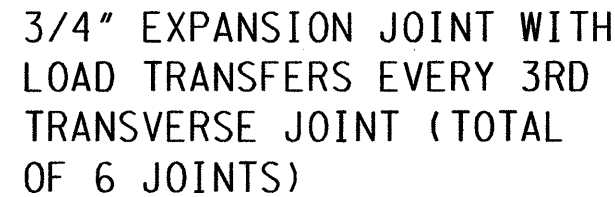
R.O.W. PLANS

REVISIONS		DATE
 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		
CLIENT:		
KNOX COUNTY ENGINEERING AND PUBLIC WORKS		
PROJECT:		
BOB GRAY ROAD AT MABRY HOOD ROAD INTERSECTION IMPROVEMENTS		
TYPICAL SECTIONS		
	CCI PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
O.C.		
R0.02		

MONOLITHIC CONCRETE ISLAND DETAIL



ROUNDAABOUT APRON - CONCRETE JOINTING DETAIL



DETAIL

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 Knoxville, Tennessee 37919
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CLIENT:

KNOX COUNTY
ENGINEERING AND PUBLIC WORKS

PROJECT:

BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS

DETAILS

CCI PROJECT NO. 263-0066

DATE 5-24-1

P.M.	ALC
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0.6

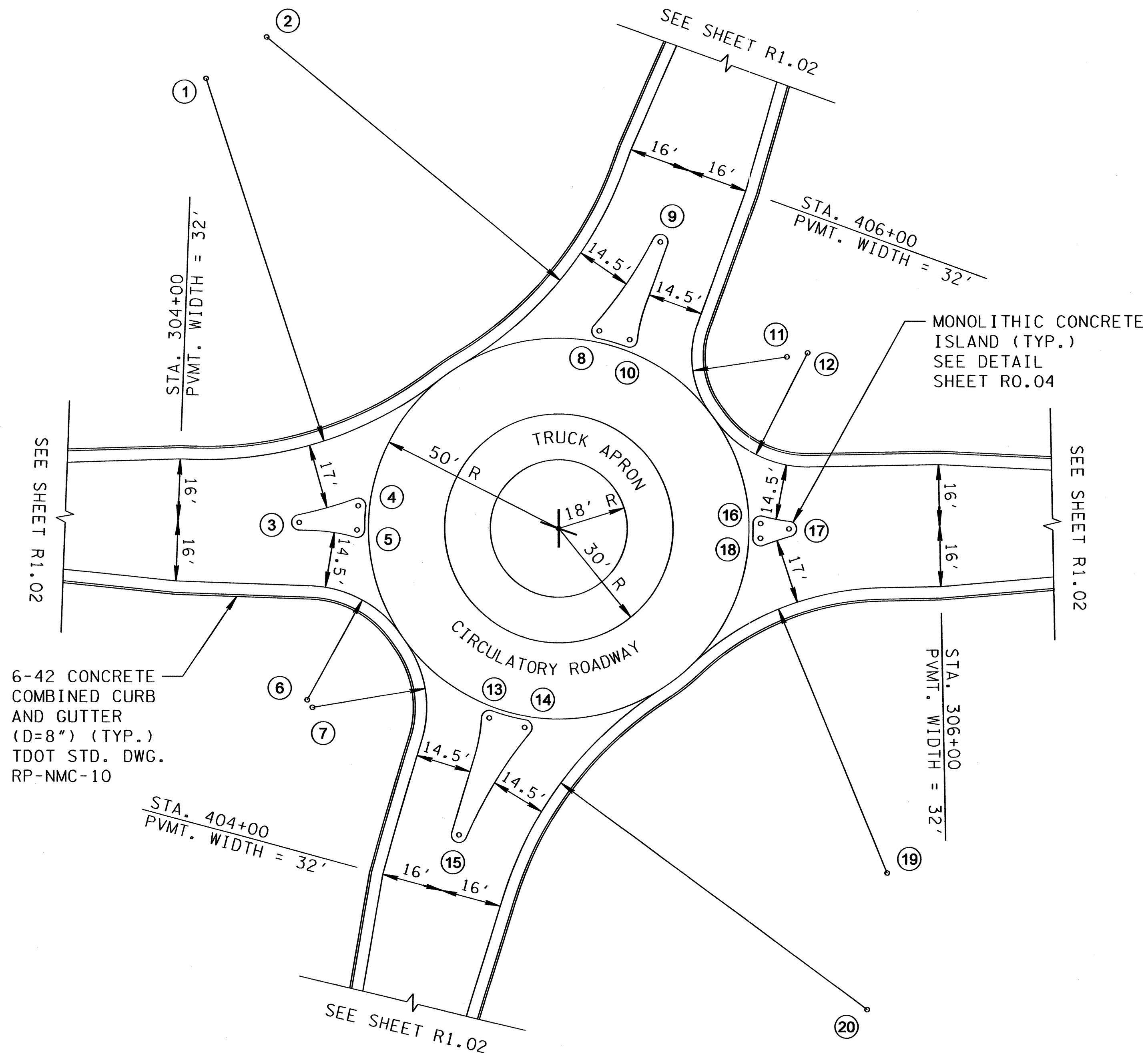
R0.03

- ## FOOTNOTES FOR ROUNDABOUT APRON:

1. -1/2" EXPANSION JOINTS SHALL BE 1/2" PREMOLDED FIBER MATERIAL.
2. -3/4" EXPANSION JOINTS WITH LOAD TRANSFERS SHALL COMPLY WITH TDOT STD. DWG. NO. RP-J-11 (3/4" AND 1-3/4" EXPANSION AND EDGE PAVEMENT JOINTS).
3. CONTRACTION JOINTS WITH DOWEL BARS AND CONSTRUCTION JOINTS (IF USED) SHALL COMPLY WITH TDOT STD. DWG. NO. RP-J-9 (CONTRACTION AND CONSTRUCTION JOINTS FOR CONCRETE PAVEMENT).
4. THE CONTRACTOR SHALL REFER TO OTHER TDOT STANDARD DRAWINGS LISTED ON TDOT STD. DWG. NOS. RP-J-9 AND RP-J-11 AS THEY APPLY.

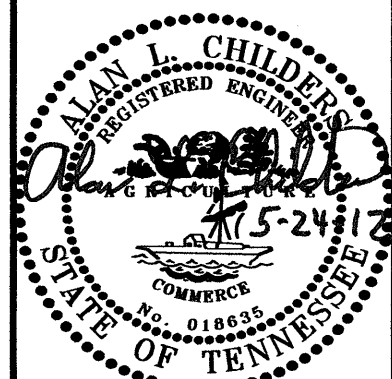
FOOTNOTES FOR CURBING:

5. -3/4" EXPANSION JOINTS AND CONTRACTION JOINTS ARE TO LINE UP WITH THE ROUNDABOUT APRON'S EXPANSION AND CONTRACTION JOINTS, RESPECTIVELY.
6. EXACT CURB MACHINES MAY BE ALTERED SLIGHTLY TO FIT STANDARD CURB MACHINES. BUT SUCH VARIANCES MUST BE APPROVED BY THE ENGINEER.



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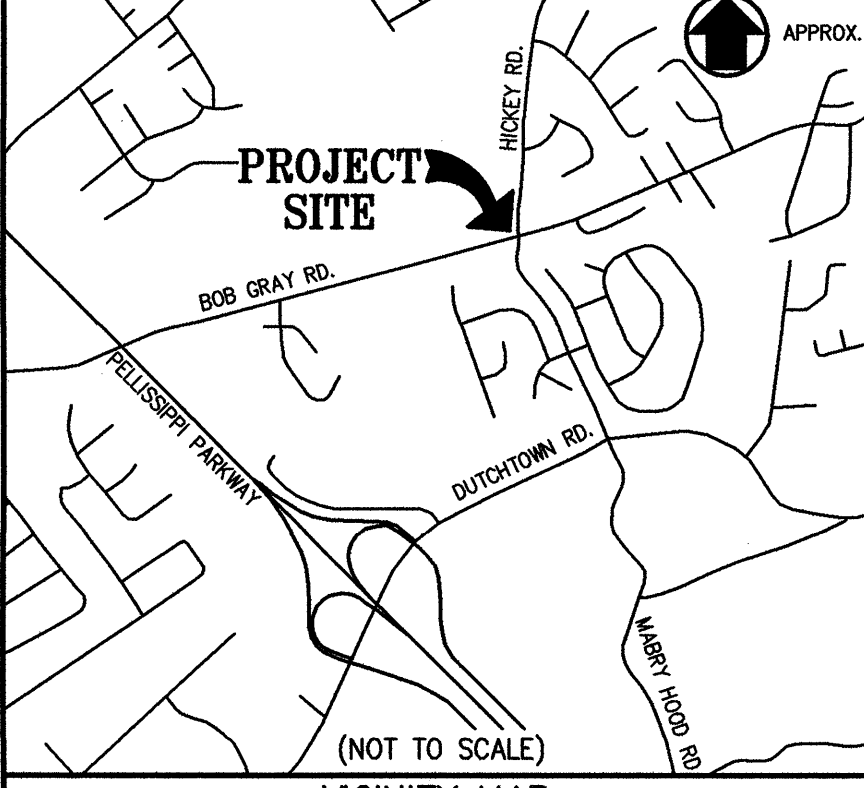
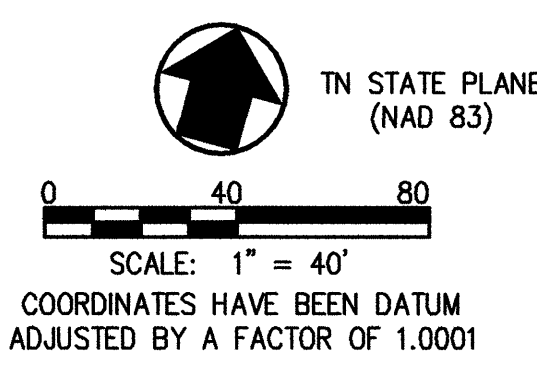
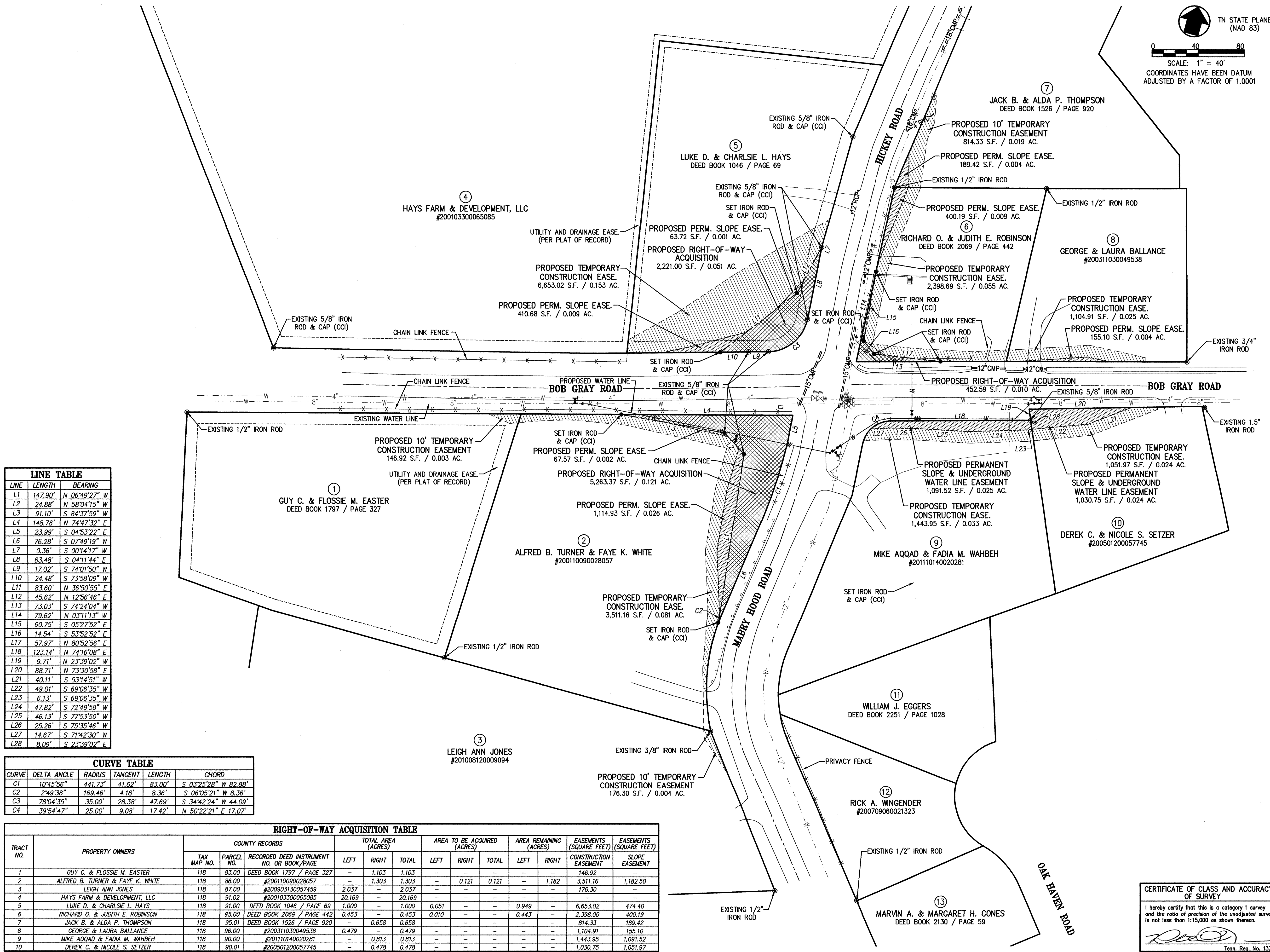
ROUNABOUT COORDINATE LAYOUT TABLE				
POINT #	LOCATION	STATION	OFFSET	DESCRIPTION
1	BOB GRAY ROAD	304+03.14	116.00' LT.	100' RADIUS POINT TO EDGE OF PAVEMENT
2	HICKEY ROAD	405+95.10	116.00' LT.	100' RADIUS POINT TO EDGE OF PAVEMENT
3	BOB GRAY ROAD	304+31.79	0.50' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
4	BOB GRAY ROAD	304+47.16	5.41' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
5	BOB GRAY ROAD	304+47.03	0.95' RT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
6	BOB GRAY ROAD	304+35.57	46.00' RT.	30' RADIUS POINT TO EDGE OF PAVEMENT
7	MABRY HOOD ROAD	404+35.89	46.00' LT.	30' RADIUS POINT TO EDGE OF PAVEMENT
8	HICKEY ROAD	405+52.45	7.59' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
9	HICKEY ROAD	405+79.87	0.50' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
10	HICKEY ROAD	405+53.00	0.68' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
11	HICKEY ROAD	405+62.80	41.00' RT.	25' RADIUS POINT TO EDGE OF PAVEMENT
12	HICKEY ROAD	405+65.62	45.76' RT.	30' RADIUS POINT TO EDGE OF PAVEMENT
13	MABRY HOOD ROAD	404+47.03	0.92' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
14	MABRY HOOD ROAD	404+47.51	8.71' RT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
15	MABRY HOOD ROAD	404+15.21	0.50' RT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
16	BOB GRAY ROAD	305+52.99	1.31' LT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
17	BOB GRAY ROAD	305+60.44	0.17' RT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
18	BOB GRAY ROAD	305+52.92	2.59' RT.	2' RADIUS POINT TO MONOLITHIC CONCRETE ISLAND
19	BOB GRAY ROAD	305+84.48	91.00' RT.	75' RADIUS POINT TO EDGE OF PAVEMENT
20	MABRY HOOD ROAD	403+99.01	116.00' RT.	100' RADIUS POINT TO EDGE OF PAVEMENT

REVISIONS		DATE
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CLIENT:		
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PROJECT:		
BOB GRAY ROAD AT MABRY HOOD ROAD INTERSECTION IMPROVEMENTS		
ROUNABOUT DETAILS		
	CCI PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
		O.C.
R0.04		

LINE TABLE		
LINE	LENGTH	BEARING
L1	147.90'	N 06°49'27" W
L2	24.88'	N 58°04'15" W
L3	91.10'	S 84°37'59" W
L4	148.78'	N 74°43'32" E
L5	23.99'	S 04°53'22" E
L6	76.28'	S 07°49'19" W
L7	0.36'	S 00°14'17" W
L8	63.48'	S 04°11'44" E
L9	17.02'	S 74°01'50" W
L10	24.48'	S 73°58'09" W
L11	83.60'	N 36°50'55" E
L12	45.62'	N 12°56'46" E
L13	73.03'	S 74°24'04" W
L14	79.62'	N 03°11'13" W
L15	60.75'	S 05°27'52" E
L16	14.54'	S 53°52'52" E
L17	57.97'	N 80°52'56" E
L18	123.14'	N 74°16'08" E
L19	9.71'	N 23°39'02" W
L20	88.71'	N 73°30'58" W
L21	40.11'	S 53°14'51" W
L22	49.01'	S 69°06'35" W
L23	6.13'	S 69°06'35" W
L24	47.82'	S 72°49'58" W
L25	46.13'	S 77°53'50" W
L26	25.26'	S 75°35'46" W
L27	14.67'	S 71°42'30" W
L28	8.09'	S 23°39'02" E

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	10°45'56"	441.73'	41.62'	83.00'	S 03°25'28" W 82.88'
C2	2°49'38"	169.46'	4.18'	8.36'	S 06°05'21" W 8.36'
C3	78°04'35"	35.00'	28.38'	47.69'	S 34°42'24" W 44.09'
C4	39°54'47"	25.00'	9.08'	17.42'	N 50°22'21" E 17.07'

RIGHT-OF-WAY ACQUISITION TABLE												
TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS			TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)	
		TAX MAP NO.	PARCEL NO.	RECORDED DEED INSTRUMENT NO. OR BOOK/PAGE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT
1	GUY C. & FLOSSIE M. EASTER	118	83.00	DEED BOOK 1797 / PAGE 327	—	1.103	1.103	—	—	—	—	—
2	ALFRED B. TURNER & FAYE K. WHITE	118	86.00	#200110090028057	—	1.303	1.303	—	0.121	0.121	—	1.182
3	LEIGH ANN JONES	118	87.00	#200903130057459	2.037	—	2.037	—	—	—	—	—
4	HAYS FARM & DEVELOPMENT, LLC	118	91.02	#200103300065085	20.169	—	20.169	—	—	—	—	—
5	LUKE D. & CHARLSIE L. HAYS	118	91.00	DEED BOOK 1046 / PAGE 69	1.000	—	1.000	0.051	—	0.949	—	—
6	RICHARD O. & JUDITH E. ROBINSON	118	95.00	DEED BOOK 2069 / PAGE 442	0.453	—	0.453	0.010	—	0.443	—	—
7	JACK B. & ALDA P. THOMPSON	118	95.01	DEED BOOK 1526 / PAGE 920	—	0.658	0.658	—	—	—	—	—
8	GEORGE & LAURA BALLANCE	118	96.00	#200311030049538	0.479	—	0.479	—	—	—	—	—
9	MIKE AQQAD & FADIA M. WAHBEH	118	90.00	#20110140020281	—	0.813	0.813	—	—	—	—	—
10	DEREK C. & NICOLE S. SETZER	118	90.01	#200501200057745	—	0.478	0.478	—	—	—	—	—



NOTES
1. DATE OF ORIGINAL FIELD SURVEY: JULY 19, 2010
DATE OF UPDATED SURVEY: JULY 14, 2011

LEGEND	
	PROPOSED RIGHT-OF-WAY ACQUISITION
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	PROPOSED PERMANENT SLOPE EASEMENT

R.O.W. PLANS

REVISIONS	DATE

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Knoxville, Tennessee 37919
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CLIENT: **KNOX COUNTY ENGINEERING AND PUBLIC WORKS**

PROJECT: **BOB GRAY ROAD AT MABRY HOOD ROAD INTERSECTION IMPROVEMENTS**

PROPERTY MAP AND RIGHT-OF-WAY ACQUISITION

CCI PROJECT NO. 00263-0066
DATE 5-24-12
PLT RGL
DRAWN JDW
C.C. RGL

R1.00

CERTIFICATE OF CLASS AND ACCURACY OF SURVEY
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is not less than 1:15,000 as shown thereon.
[Signature]
Tenn. Reg. No. 1332

SURVEY CONTROL POINT DATA					
CP NO.	STATION & OFFSET	NORTHING	EASTING	ELEV.	DESCR.
CP#1	404+06.69 422.89' LT MABRY HOOD ROAD	587891.4877	2522181.6543	1105.37	TR-1 IRC
CP#2	406+95.27 551.97' RT MABRY HOOD ROAD	588147.5964	2523170.3336	1124.06	MAG NAIL
CP#3	404+96.45 51.54' RT MABRY HOOD ROAD	587979.9013	2522658.6349	1091.21	TR-3 IRC
CP#5	407+06.99 20.36' RT MABRY HOOD ROAD	588191.9806	2522640.4427	1077.32	60D NAIL

END ROADWAY PROJECT
STA. 407+80.00
N 588,265.7098
E 2,522,628.3658

STA. 305+00.00 BOB GRAY ROAD =
STA. 405+00.00 MABRY HOOD ROAD/
HICKEY ROAD
N 587,986.6088
E 2,522,607.4054

CURVE BGRAY-1
PI 304+59.35
N 587,975.1800
E 2,522,568.3925
Δ 2° 02' 15" (LT)
D 5° 43' 46"
R 1,000.00
L 35.56
T 17.78
PC 304+41.57
PT 304+77.13

BEGIN ROADWAY PROJECT
STA. 302+25.00
N 587,917.3331
E 2,522,341.2929

CURVE MH00D-2
PI 404+09.20
N 587,895.7168
E 2,522,601.8106
Δ 8° 26' 21" (RT)
D 5° 43' 46"
R 1,000.00
L 147.29
T 73.78
PC 403+35.42
PT 404+82.71

CURVE MH00D-1
PI 402+19.42
N 587,703.9659
E 2,522,618.3059
Δ 33° 51' 49" (RT)
D 38° 11' 50"
R 150.00
L 88.65
T 45.66
PC 401+73.75
PT 402+62.41

BEGIN ROADWAY PROJECT
STA. 401+70.00
N 587,665.4420
E 2,522,649.2582

CURVE BGRAY-2
PI 305+57.04
N 588,002.6443
E 2,522,662.1434
Δ 1° 08' 41" (LT)
D 3° 49' 11"
R 1,500.00
L 29.97
T 14.99
PC 305+42.05
PT 305+72.02

CURVE BGRAY-3
PI 307+05.44
N 588,047.2034
E 2,522,803.7017
Δ 2° 15' 42" (RT)
D 2° 05' 01"
R 2,750.00
L 108.55
T 54.28
PC 306+51.16
PT 307+59.71

CURVE MH00D-3
PI 407+40.43
N 588,226.5885
E 2,522,622.1772
Δ 5° 28' 00" (RT)
D 9° 57' 52"
R 575.00
L 54.86
T 27.45
PC 407+12.98
PT 407+67.84

0 50 100

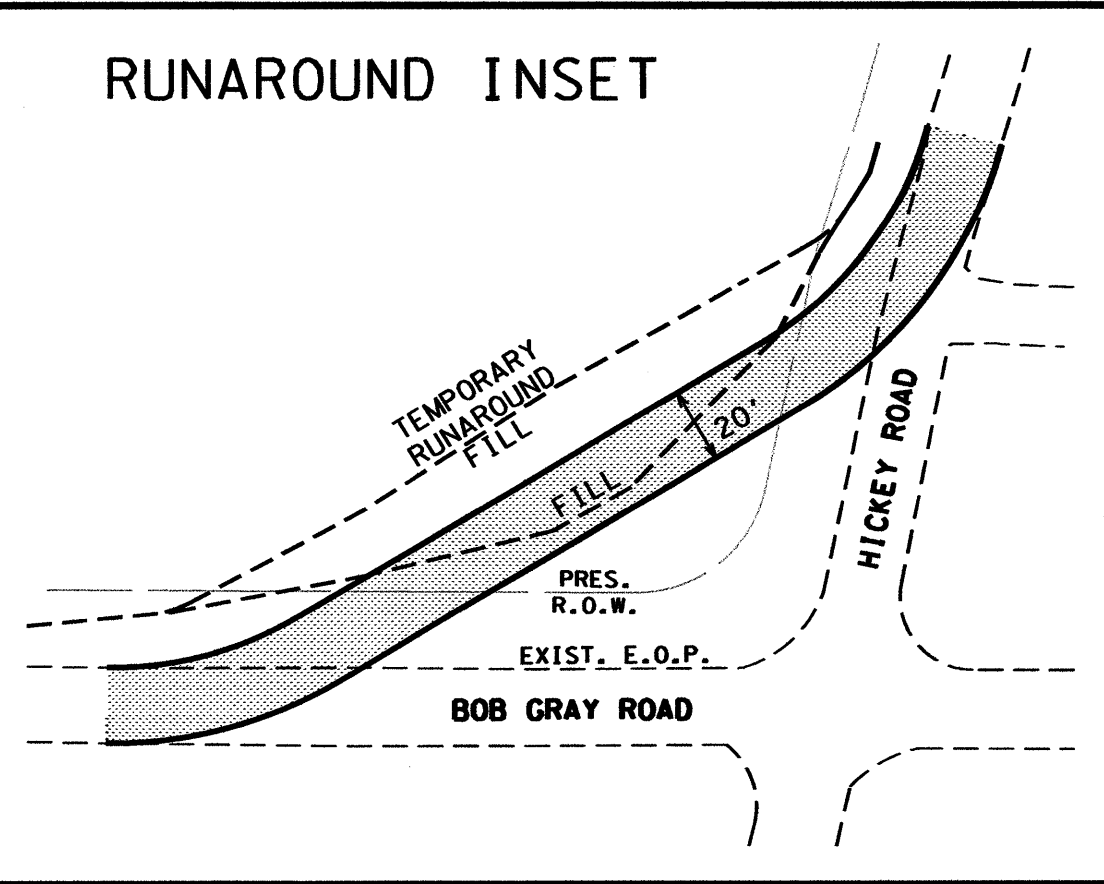
SCALE: 1" = 50'

EXISTING LEGEND	
	EDGE OF PAVEMENT / CURB
	CURB & GUTTER
	EDGE OF GRAVEL
	FENCE LINE
	SIGN
	MAIL BOX
	GUARDRAIL
	RIGHT-OF-WAY LINE
	PROPERTY LINE
	EASEMENT LINE
	PROPERTY CORNER MARKER
	SURVEY CONTROL POINT
	METAL STORM PIPE
	CONCRETE STORM PIPE
	CATCH BASIN
	SANITARY SEWER LINE
	SANITARY M.H. / CLEANOUT
	WATER LINE
	VALVE / METER / HYDRANT
	GAS LINE
	GAS VALVE / MARKER
	OVERHEAD UTILITY LINES
	UTILITY POLE / GUY WIRE
	TRANSFORMER PAD
	UNDERGROUND POWER
	POWER M.H.
	UNDERGROUND TELEPHONE
	TELE. PED. / BOX / M.H.
	TRAFFIC SIGNAL WIRE
	TRAFFIC SIGNAL POLE
	TREE / TREE LINE
	PAVEMENT MARKING LINE
	STOP BAR
	PAVEMENT MARKING SYMBOL

PROPOSED LEGEND	
	ROADWAY BASELINE
	CUT
	FILL
	SLOPE TIE-IN LINES

R.O.W.
PLANS

RUNAROUND INSET



REVISIONS	DATE

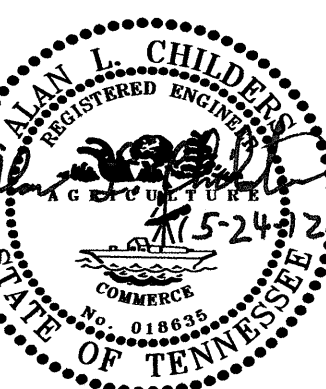
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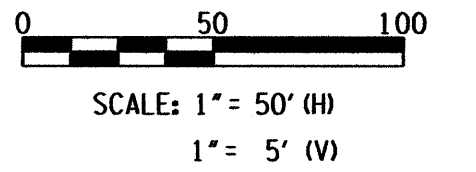
PROJECT:
**BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS**

PRESENT LAYOUT

CCI PROJECT NO.	263-0066
DATE	5-24-12
P.J.M.	ALC
DRAWN	TRANS.
O.C.	



R1.01



R.O.W. PLANS



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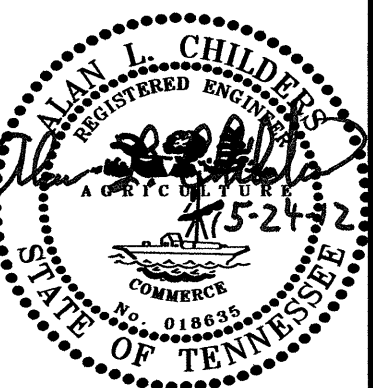
CLIENT:

KNOX COUNTY
ENGINEERING AND PUBLIC WORKS

PROJECT:

BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS

BOB GRAY ROAD
PROFILE



CCI PROJECT NO. 263-0066
DATE 5-24-12
P.M. ALC
DRAWN TRANS.
O.C.

R1.03

1120

1115

1110

1105

1100

1095

1090

1085

1080

BEGIN CONSTRUCTION
STA. 302+25.00 BOB GRAY ROAD =
EL. 1098.53

-5.06%

VPC 303+00.00
EL. 1094.73

VPI 303+50.00
EL. 1092.20

DESIGN SPEED = 25 MPH
K = 32
VC = 100.00'

VPT 304+00.00
EL. 1091.20

-2.00%

1 CB

2 CB

+4.00%

1 STA. 305+00.00 BOB GRAY ROAD =
2 STA. 405+00.00 MABRY HOOD ROAD/
HICKEY ROAD
EL. 1089.20

18" RCP 4.00%

VPI 306+00.00
EL. 1093.20

VPC 305+50.00
EL. 1091.20

DESIGN SPEED = 25 MPH
K = 26
VC = 100.00'

VPT 306+50.00
EL. 1097.08

+7.17%

END CONSTRUCTION
STA. 308+00.00 BOB GRAY ROAD =
EL. 1108.74

301+00

302+00

303+00

304+00

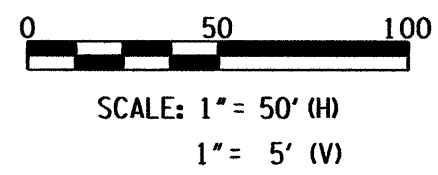
305+00

306+00

307+00

308+00

309+00



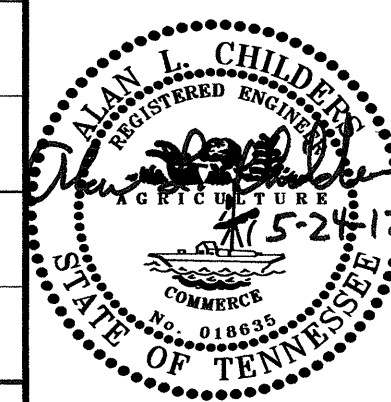
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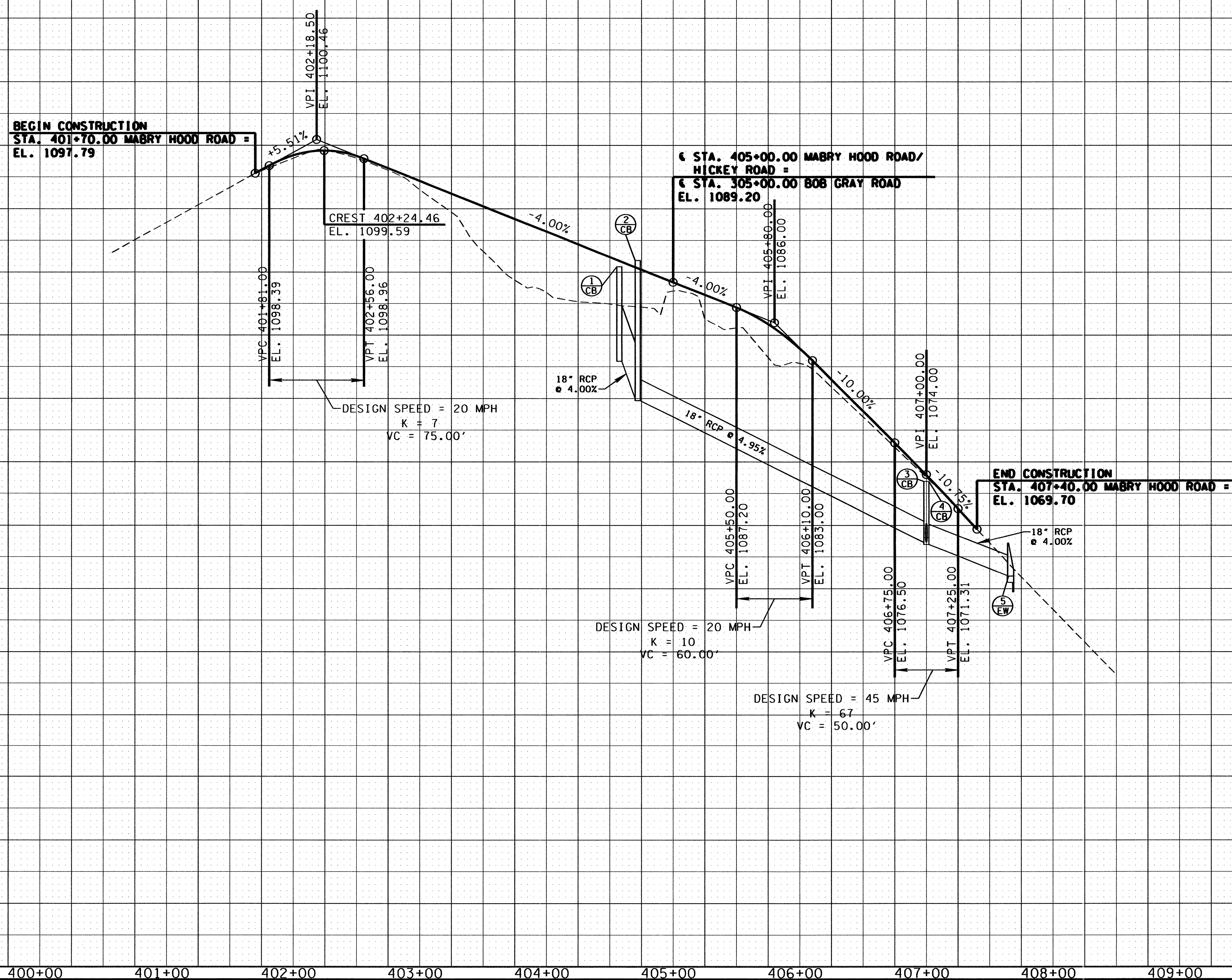
PROJECT:
**BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS**

**MABRY HOOD ROAD
PROFILE**

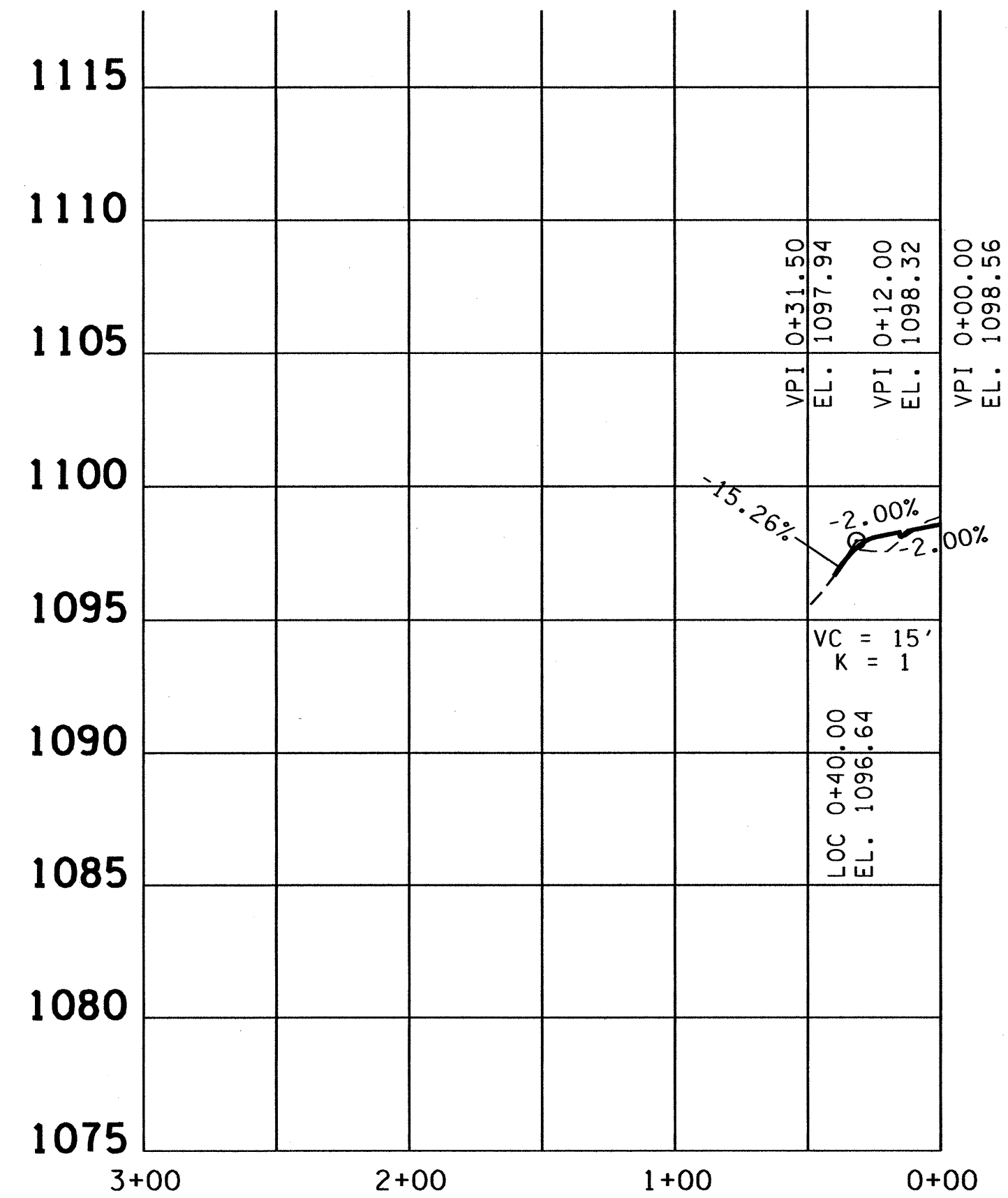


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P.M.	ALC
DRAWN	TRANS.
C.C.	

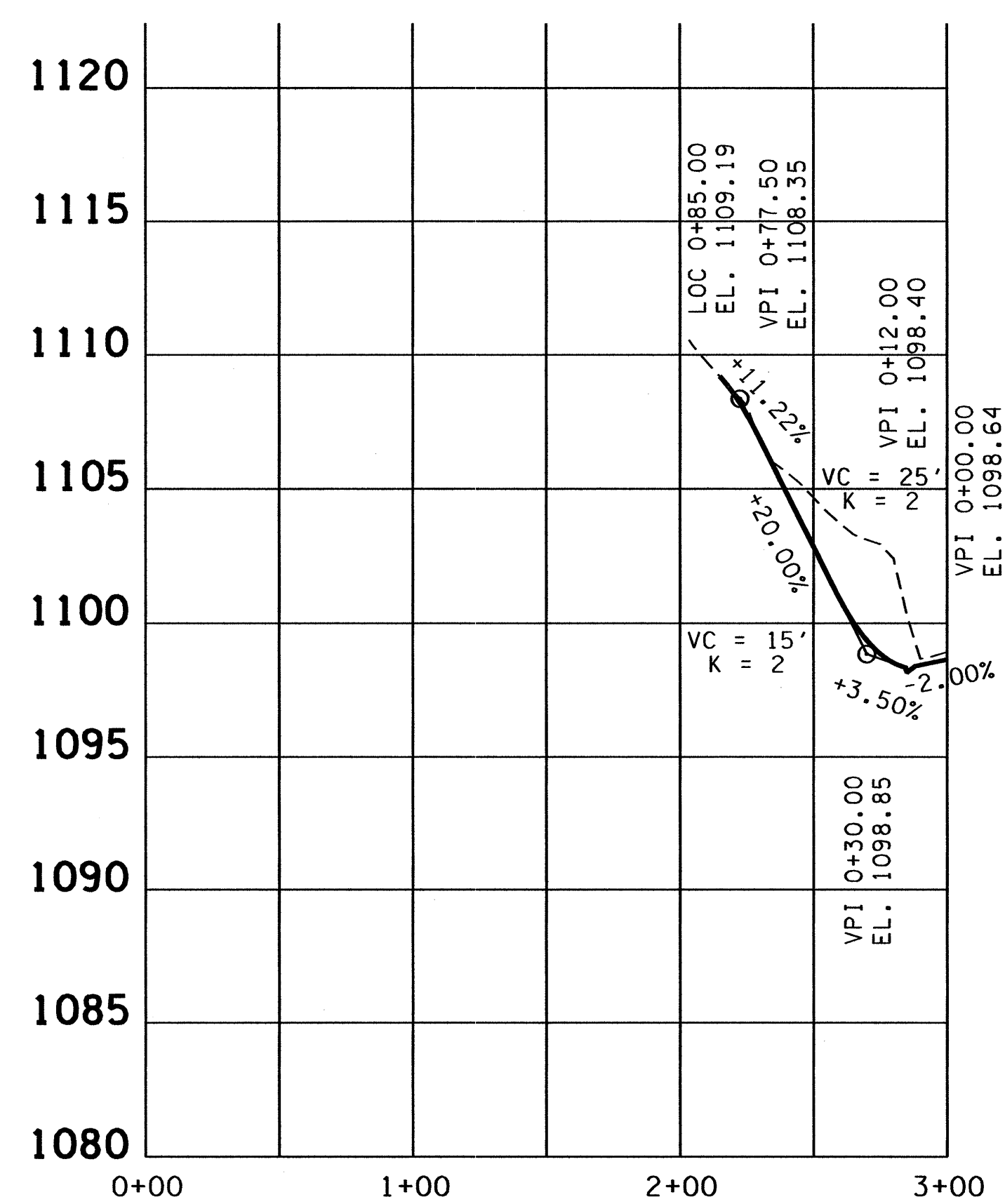
R1.04



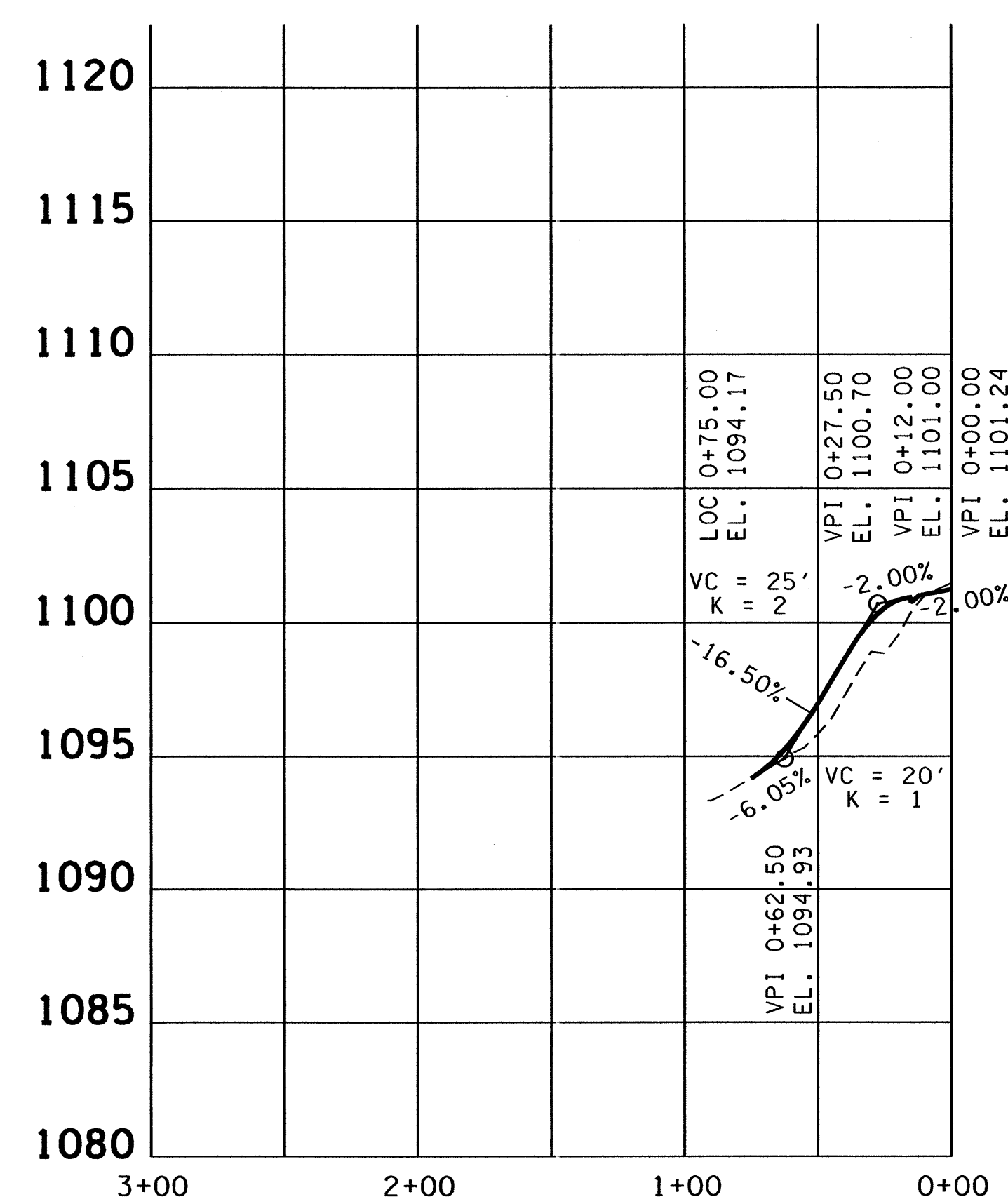
RICHARD O. & JUDITH E. ROBINSON
TRACT 6
STA. 306+69.00 LT
BOB GRAY ROAD
19' PVT. DWY.



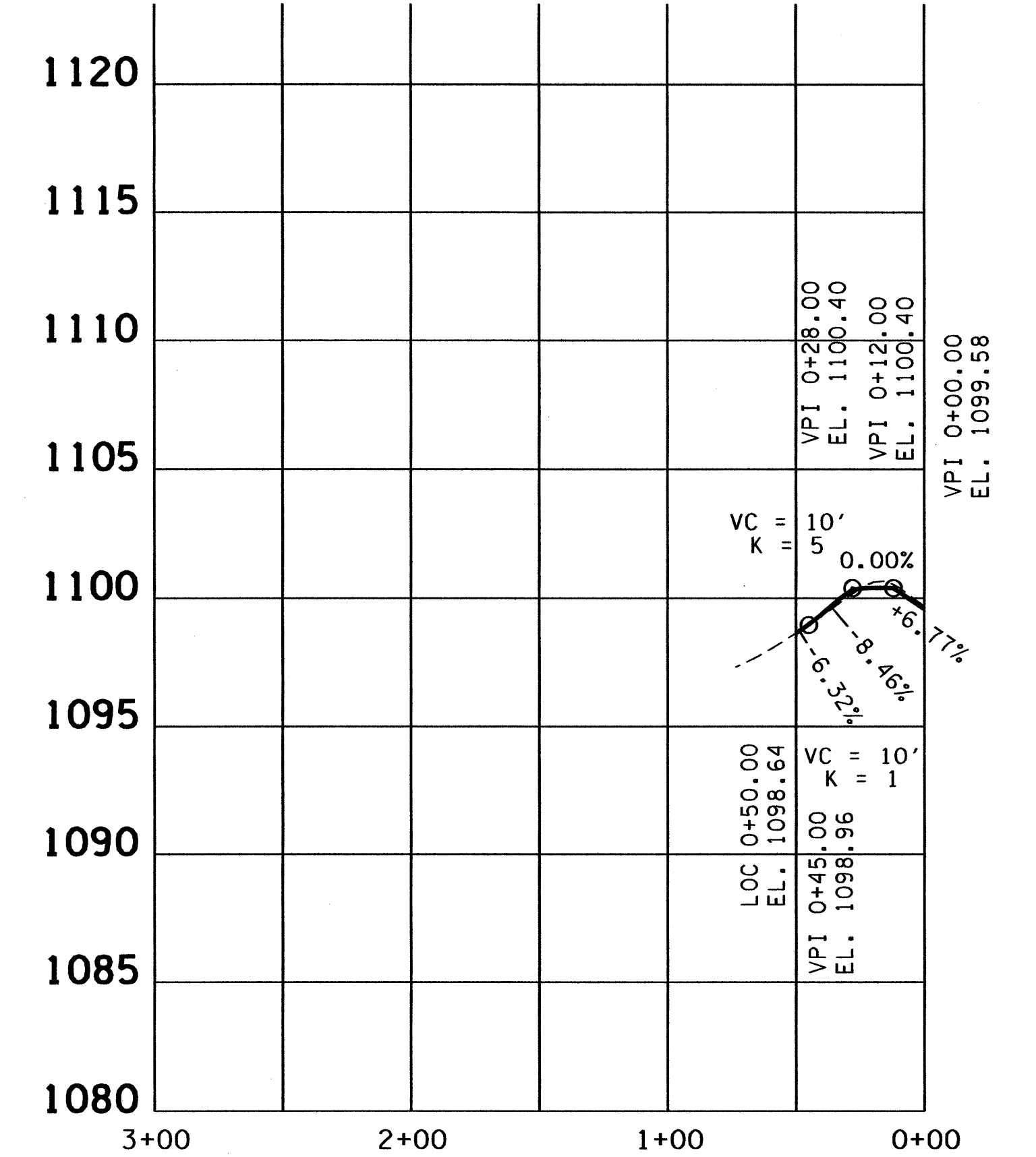
MIKE AQQAD & FADIA M. WAHBEH
TRACT 9
STA. 306+70.00 RT
BOB GRAY ROAD
12' PVT. DWY.



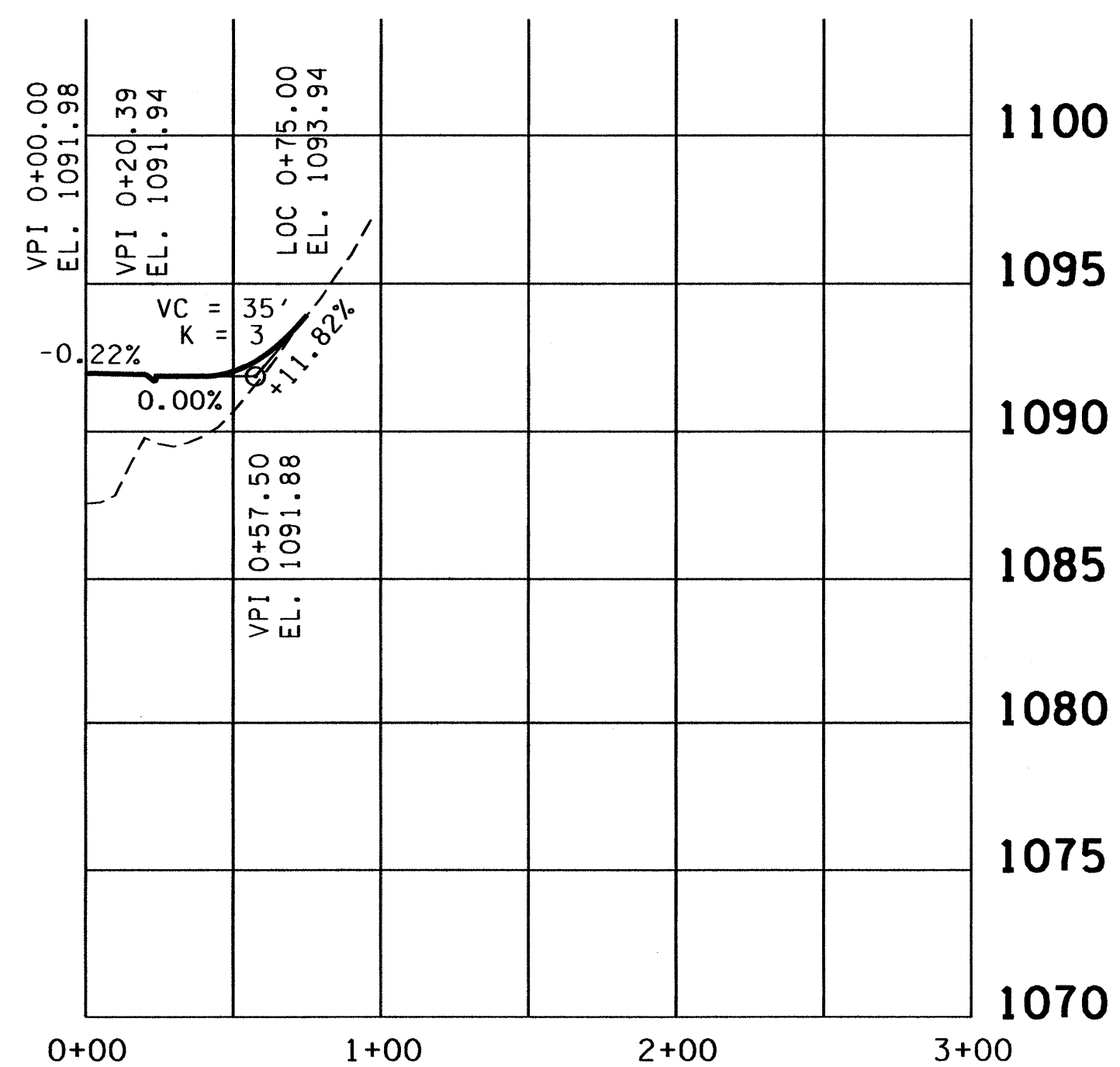
GEORGE & LAURA BALLANCE
TRACT 8
STA. 307+03.50 LT
BOB GRAY ROAD
12' PVT. DWY.



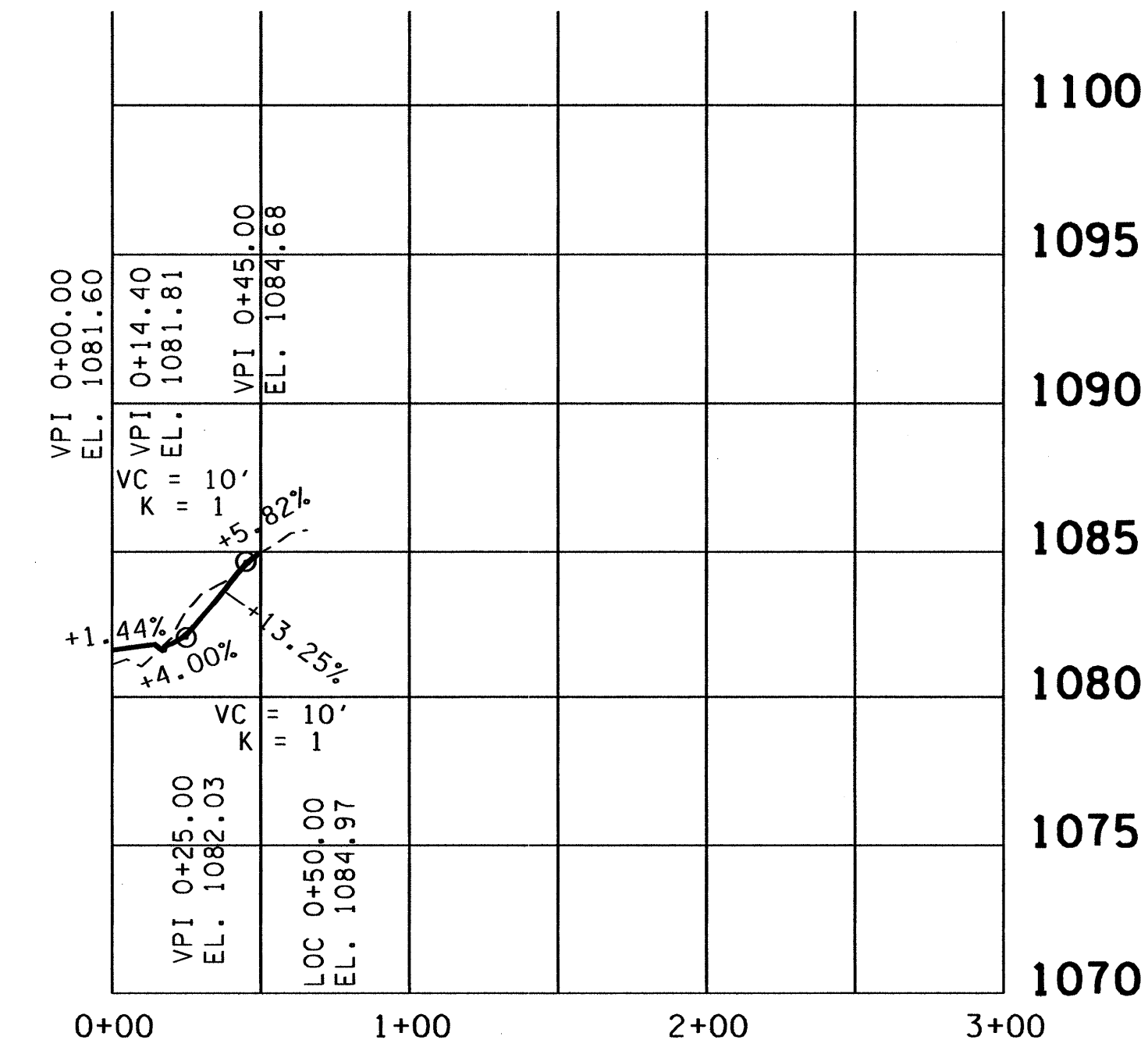
ALFRED B. TURNER & FAYE K. WHITE
TRACT 2
STA. 402+28.00 LT
MABRY HOOD ROAD
11' PVT. DWY.



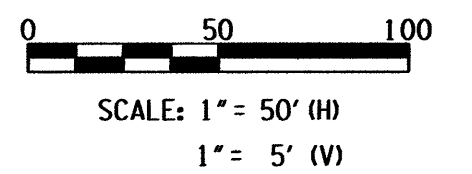
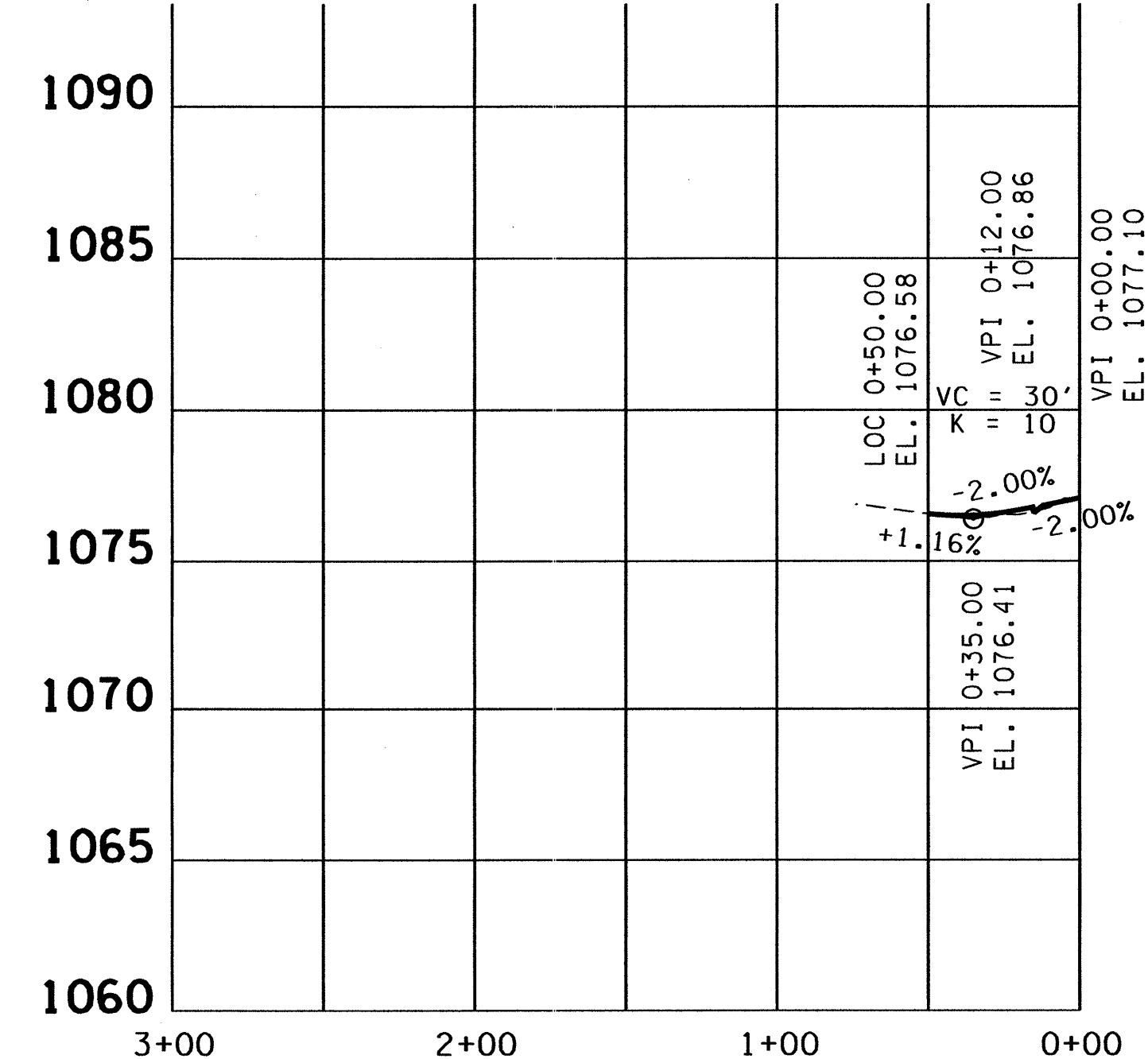
MIKE AQQAD & FADIA M. WAHBEH
TRACT 9
STA. 404+30.50 RT
MABRY HOOD ROAD
12' PVT. DWY.



RICHARD O. & JUDITH E. ROBINSON
TRACT 6
STA. 406+24.00 RT
HICKEY ROAD
18' PVT. DWY.



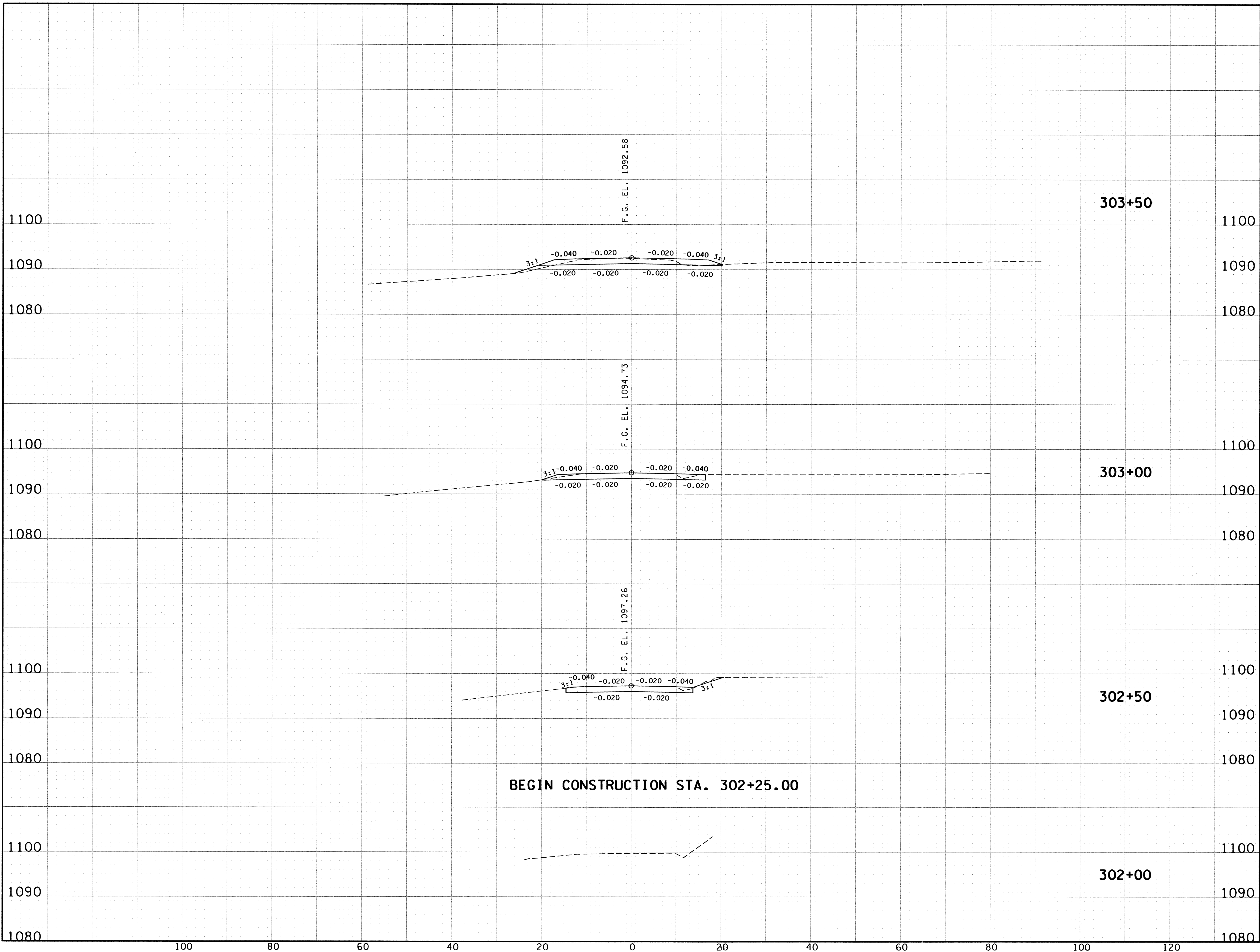
LUKE D. & CHARLSIE L. HAYS
TRACT 5
STA. 406+69.00 LT
HICKEY ROAD
12' PVT. DWY.



R.O.W.
PLANS

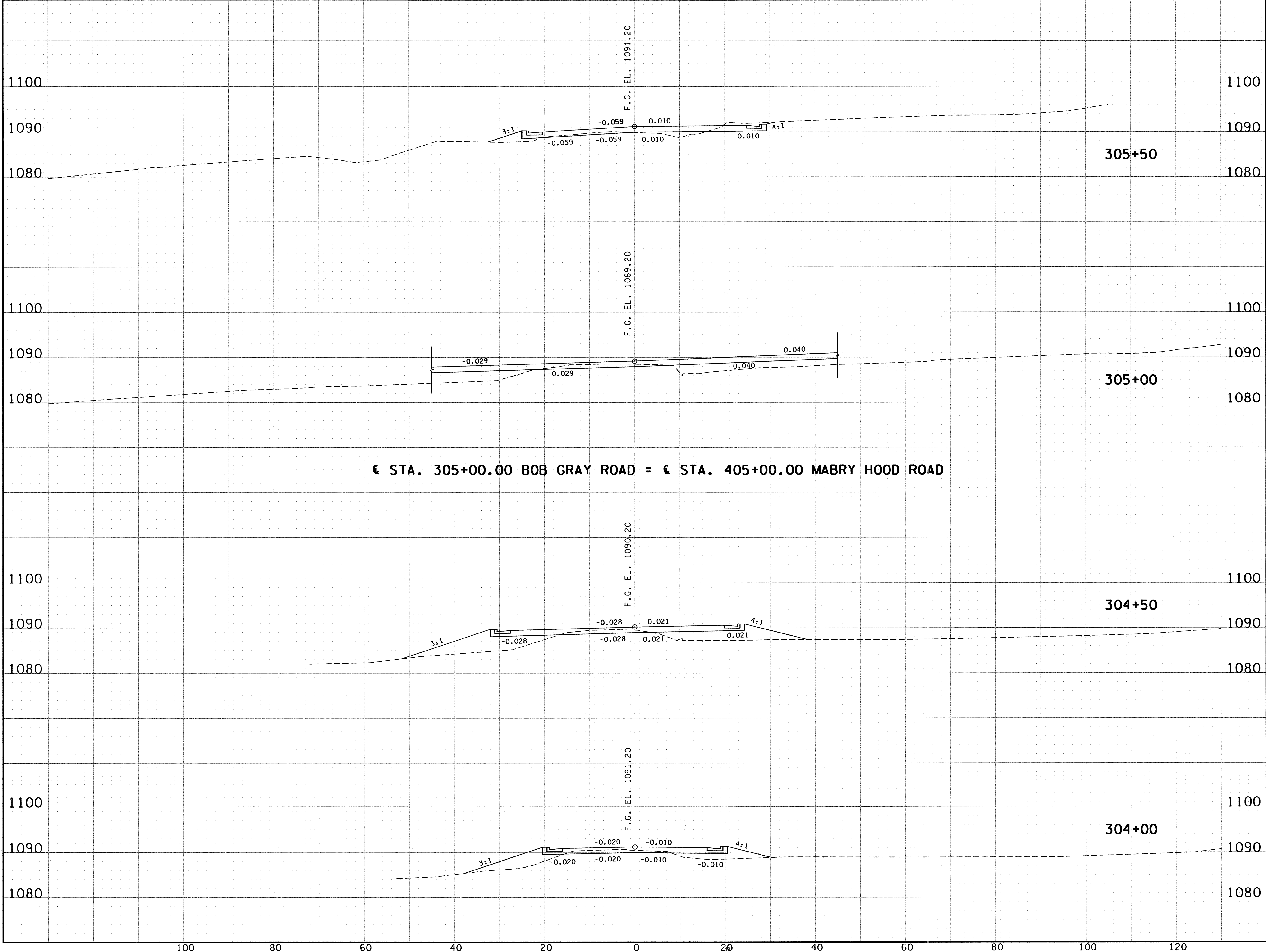
REVISIONS		DATE
 Cannon & Cannon, Inc. Consulting Engineers • Field Surveyors 8550 Kingston Pike Knoxville, Tennessee 37919 Telephone: (865) 670-8555 • Fax: (865) 670-8866 www.cannon-cannon.com		
CLIENT: KNOX COUNTY ENGINEERING AND PUBLIC WORKS		
PROJECT: BOB GRAY ROAD AT MABRY HOOD ROAD INTERSECTION IMPROVEMENTS		
DRIVEWAY PROFILES		
	CCI PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
		O.C.
R1.05		

SCALE: 1" = 10'



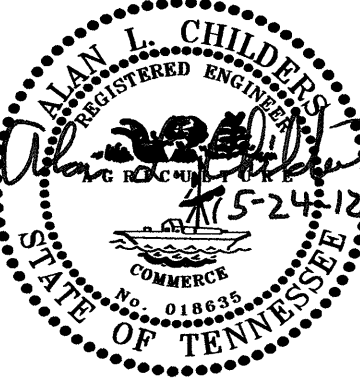
R.O.W. PLANS

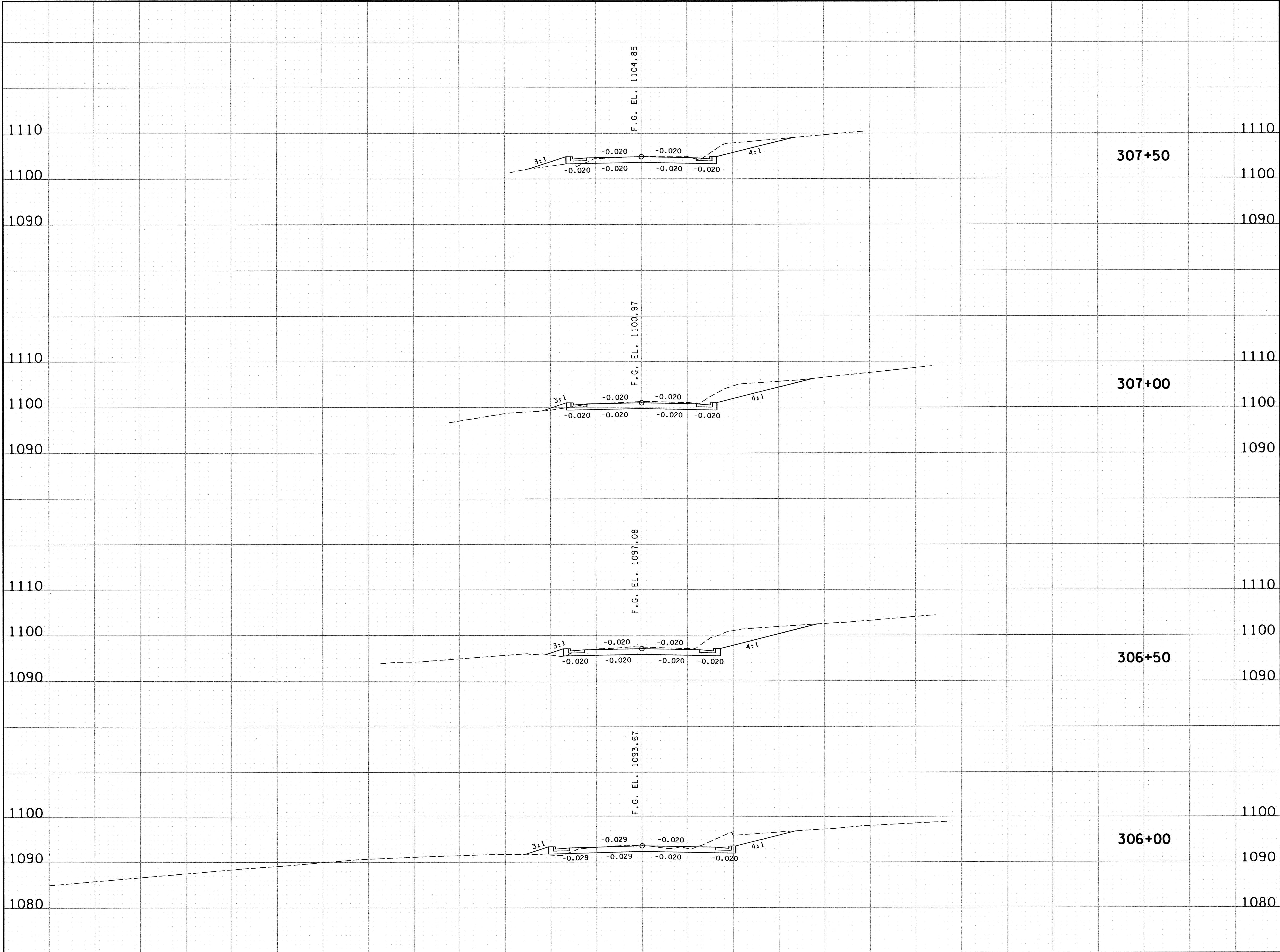
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ROADWAY CROSS-SECTIONS BOB GRAY ROAD	
	CCI PROJECT NO. 263-0066
	DATE 5-24-12
	P.M. ALC
	DRAWN TRANS.
	O.C.
XS1.01	



SCALE: 1" = 10'

R.O.W. PLANS

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ROADWAY CROSS-SECTIONS BOB GRAY ROAD	
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	DATE 5-24-12
	P.M. ALC
	DRAWN TRANS.
O.C.	
XS1.02	



SCALE: 1" = 10'

R.O.W. PLANS

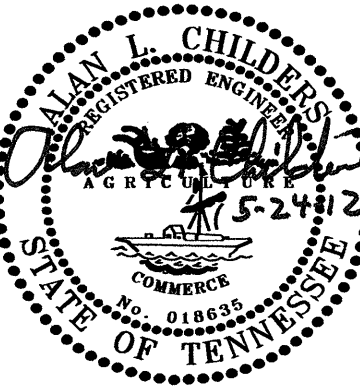
REVISIONS		DATE
CCl PROJECT NO. 263-0066		DATE 5-24-12
DATE 5-24-12		P.M. ALC
DRAWN TRANS.		O.C.
XS1.03		

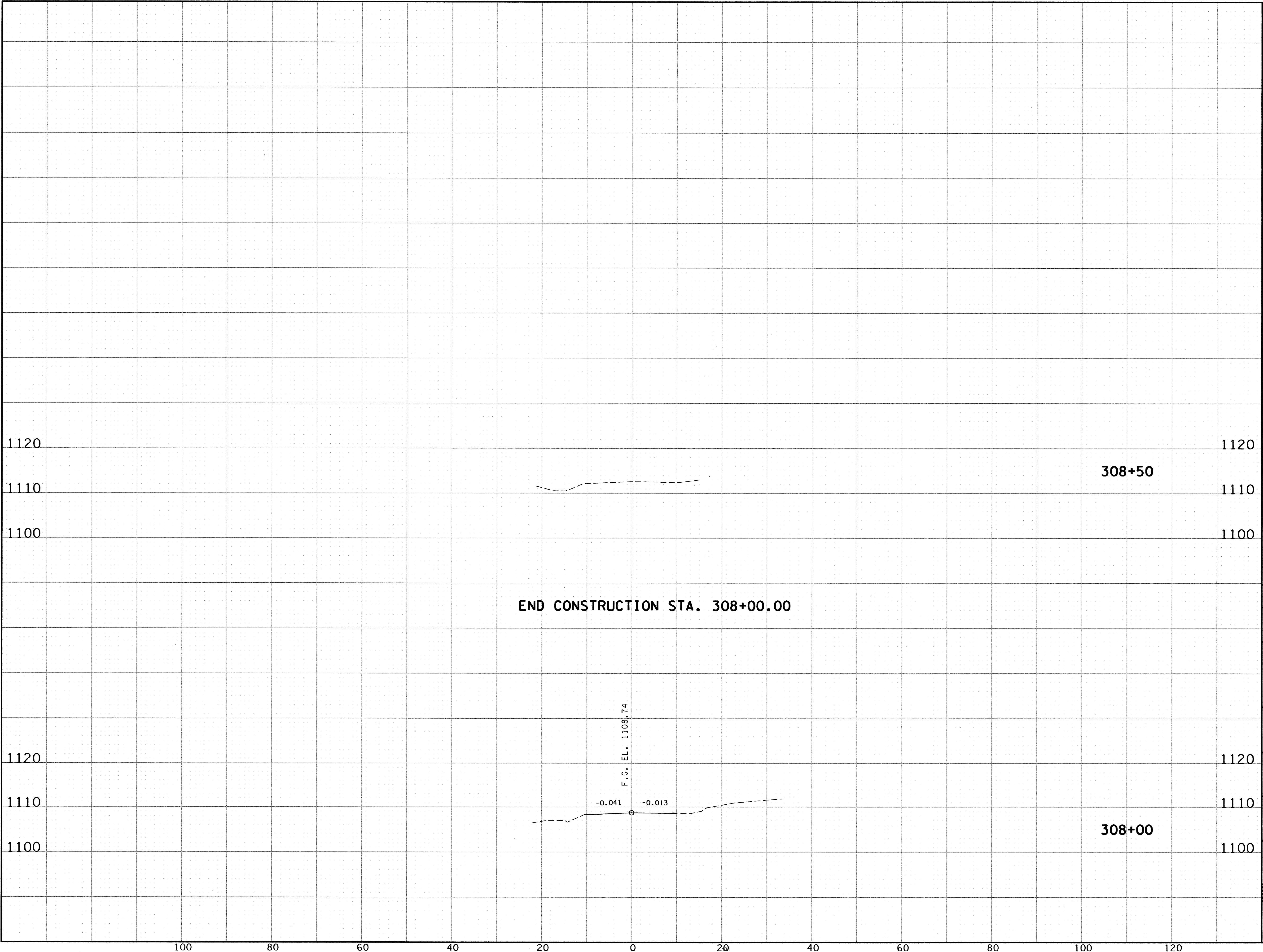
Cannon&Cannon, Inc.
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CLIENT:
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PROJECT:
BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS

ROADWAY CROSS-SECTIONS
BOB GRAY ROAD





SCALE: 1" = 10'

R.O.W. PLANS

REVISIONS	DATE

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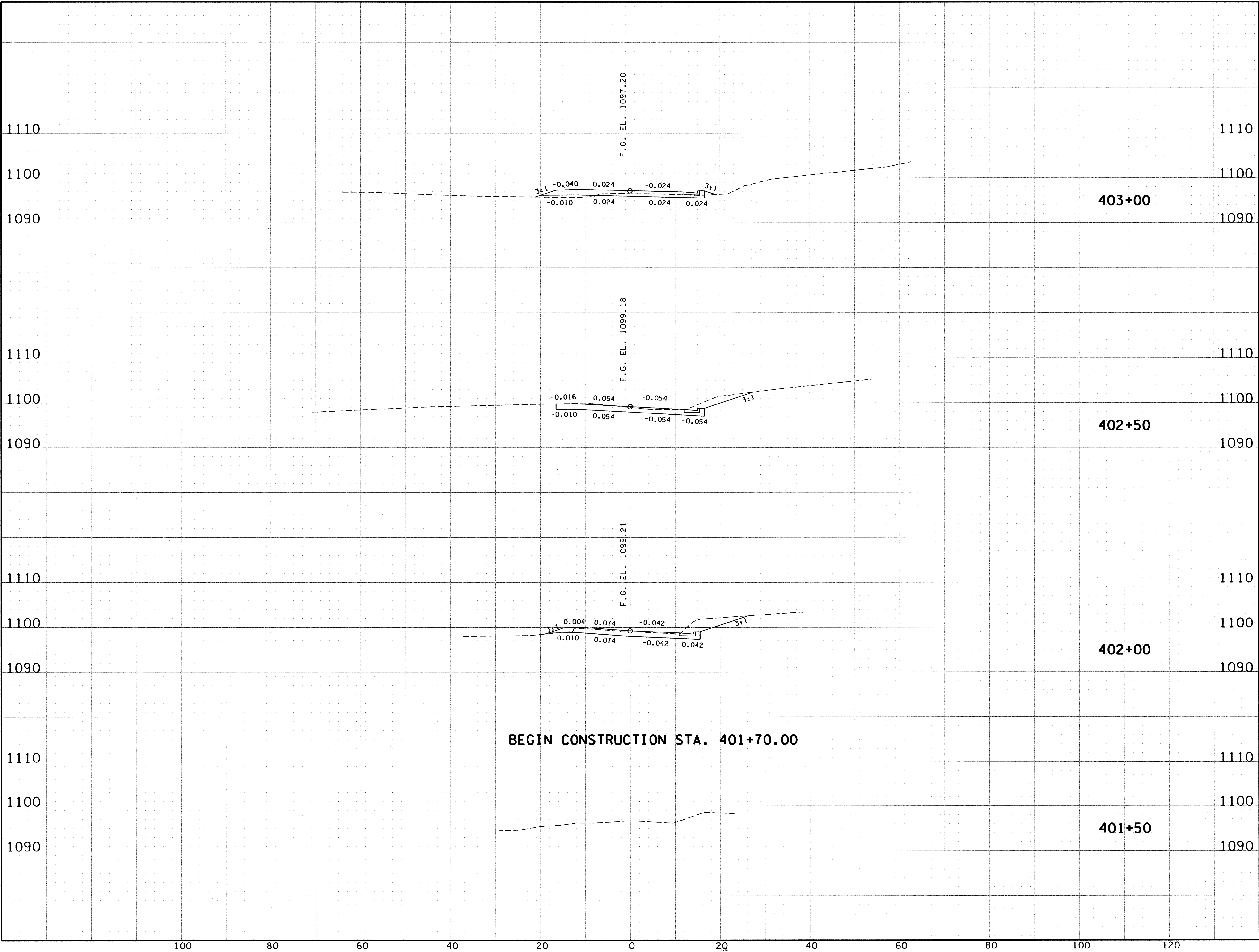
PROJECT:
BOB GRAY ROAD AT MABRY HOOD ROAD
INTERSECTION IMPROVEMENTS

ROADWAY CROSS-SECTIONS
BOB GRAY ROAD

	CCI PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.

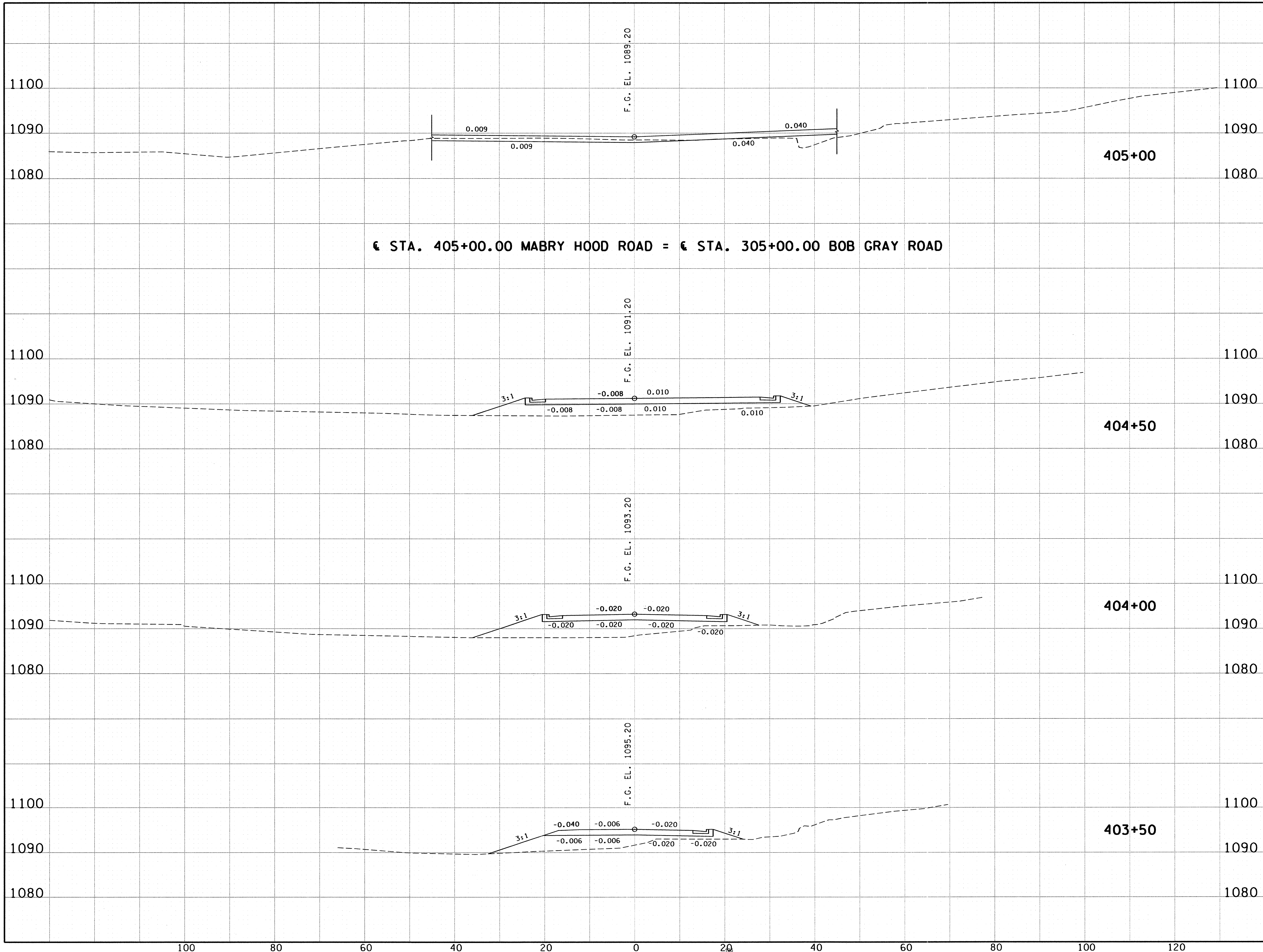
XS1.04

SCALE: 1" = 10'



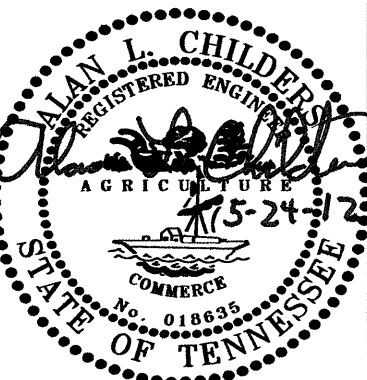
R.O.W. PLANS

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PROJECT:		
BOB GRAY ROAD AT MABRY HOOD ROAD		
INTERSECTION IMPROVEMENTS		
ROADWAY CROSS-SECTIONS		
MABRY HOOD ROAD		
	CCT PROJECT NO.	263-0066
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
O.C.		
XS1.05		



SCALE: 1" = 10'

R.O.W. PLANS

REVISIONS		DATE
 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		
CLIENT:		
KNOX COUNTY ENGINEERING AND PUBLIC WORKS		
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BOB GRAY ROAD AT MABRY HOOD ROAD INTERSECTION IMPROVEMENTS		
ROADWAY CROSS-SECTIONS MABRY HOOD ROAD		
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	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
O.C.		
XS1.06		

R.O.W. PLANS



CLC PROJECT NO.	263-0066
DATE	5-24-12
P.M.	A.L.C
DRAWN	TRANS.
C.C.	

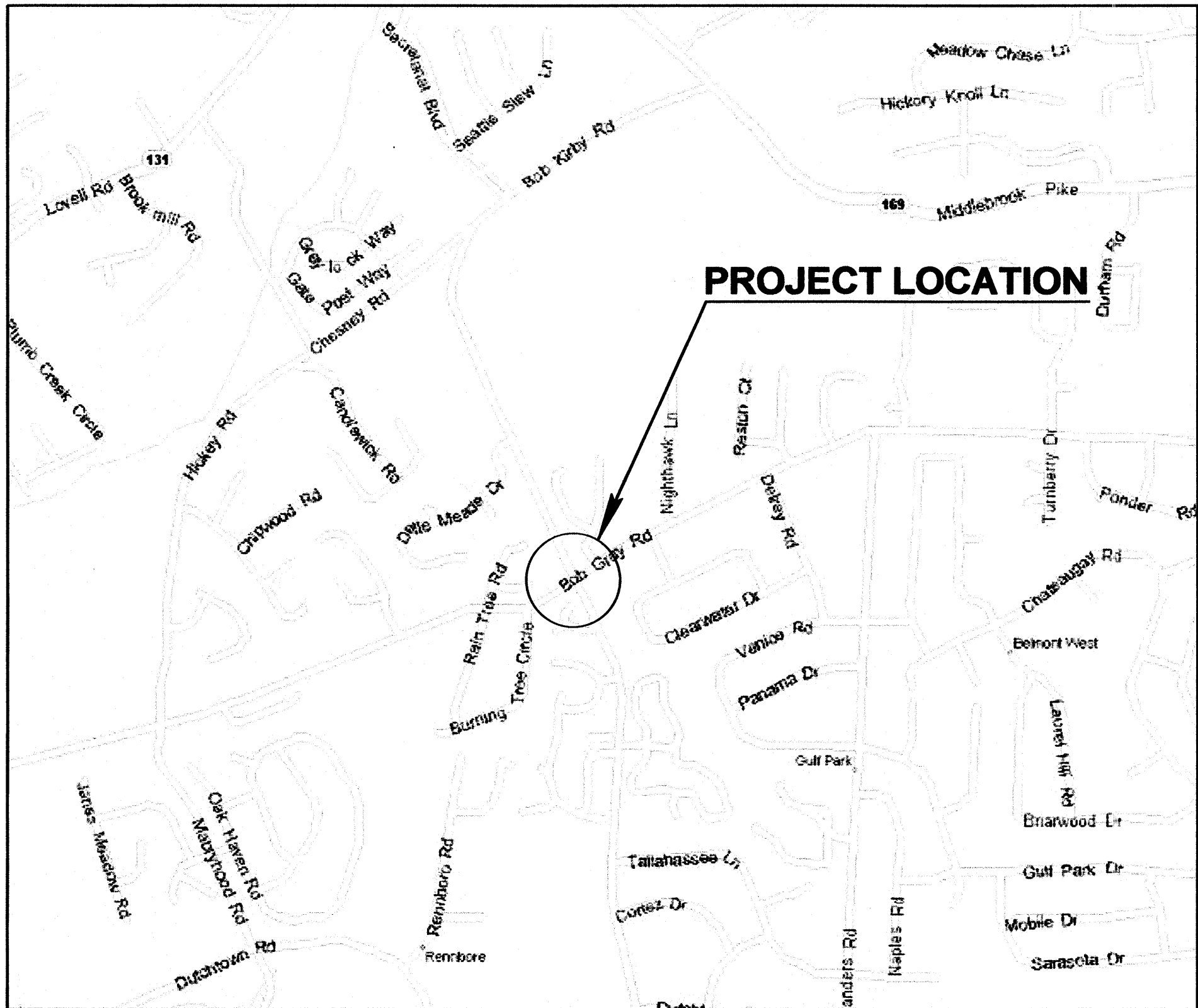
XS1.07

INDEX OF SHEETS

SHEET NAME	SHEET NO.
TITLE SHEET	R0.00
TYPICAL SECTIONS	R0.01 - R0.02
DETAILS	R0.03 - R0.04
ROUNDBOUT DETAILS	R0.05
PROPERTY MAP AND RIGHT-OF-WAY ACQUISITION	R1.00
PRESENT LAYOUT	R1.01
PROPOSED LAYOUT	R1.02
BOB GRAY ROAD PROFILE	R1.03
BOB KIRBY ROAD PROFILE	R1.04
DRIVEWAY PROFILES	R1.05
ROADWAY CROSS SECTIONS - BOB GRAY ROAD	XS1.01 - XS1.03
ROADWAY CROSS SECTIONS - BOB KIRBY ROAD	XS1.04 - XS1.06



BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS
RIGHT-OF-WAY PLANS



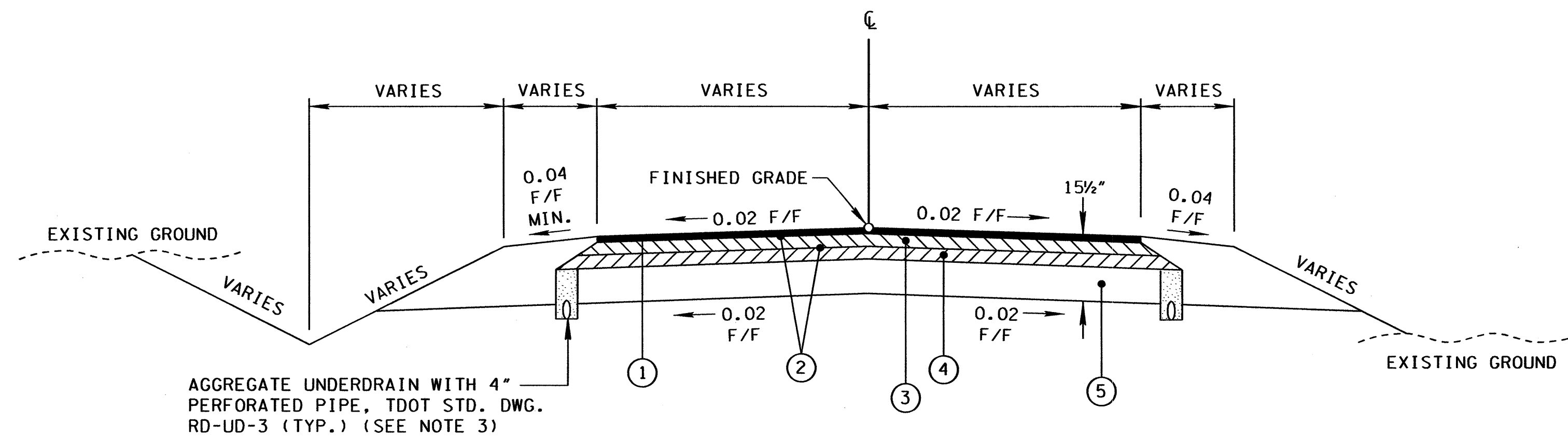
VICINITY MAP NOT TO SCALE

TIM BURCHETT - MAYOR
DWIGHT VAN DE VATE - DIRECTOR OF ENGINEERING

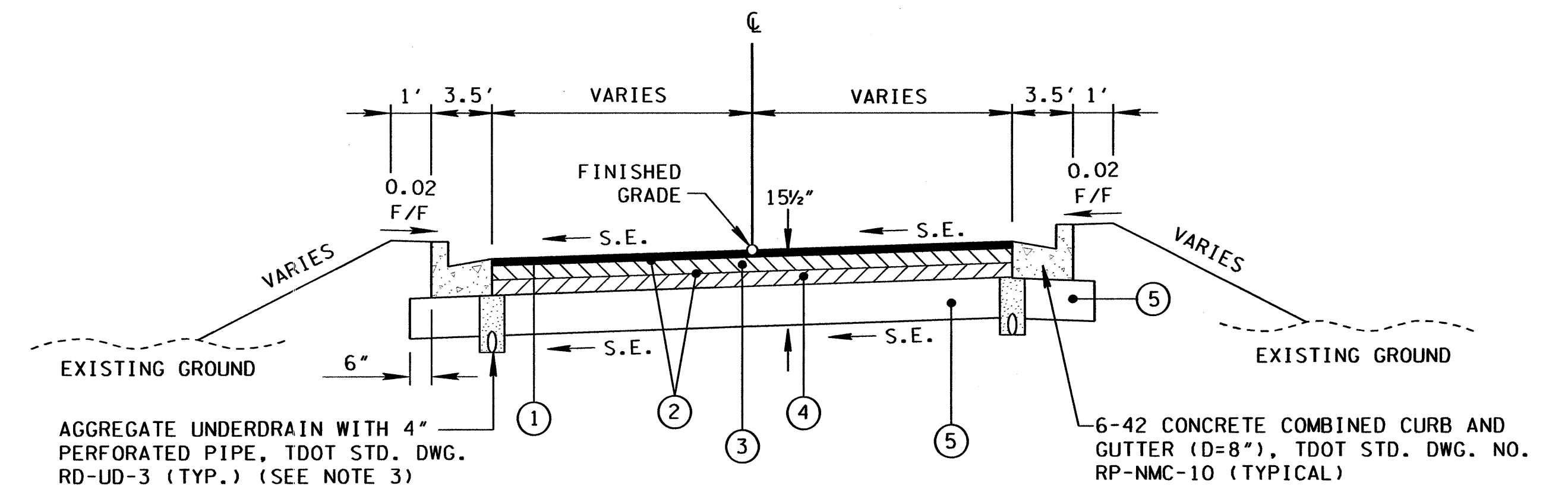
KNOX COUNTY ENGINEERING AND PUBLIC WORKS
205 WEST BAXTER AVENUE
KNOXVILLE, TENNESSEE 37917

R.O.W.
PLANS

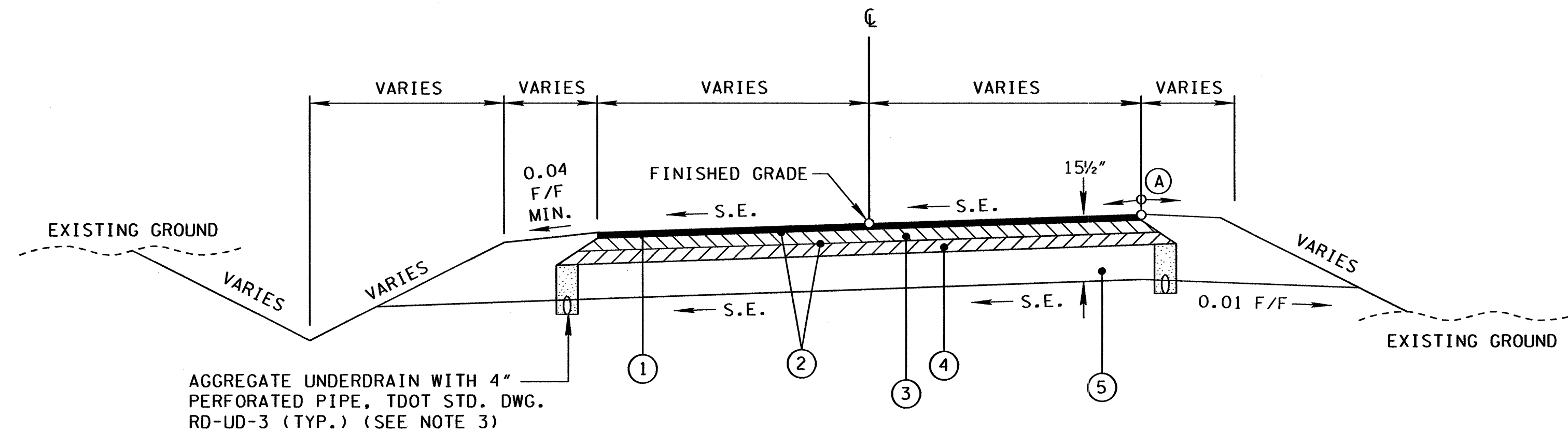
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PROJECT:		
BOB GRAY ROAD AT BOB KIRBY ROAD		
INTERSECTION IMPROVEMENTS		
TITLE SHEET		
	CCT PROJECT NO.	263-0065
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
	O.C.	
R0.00		



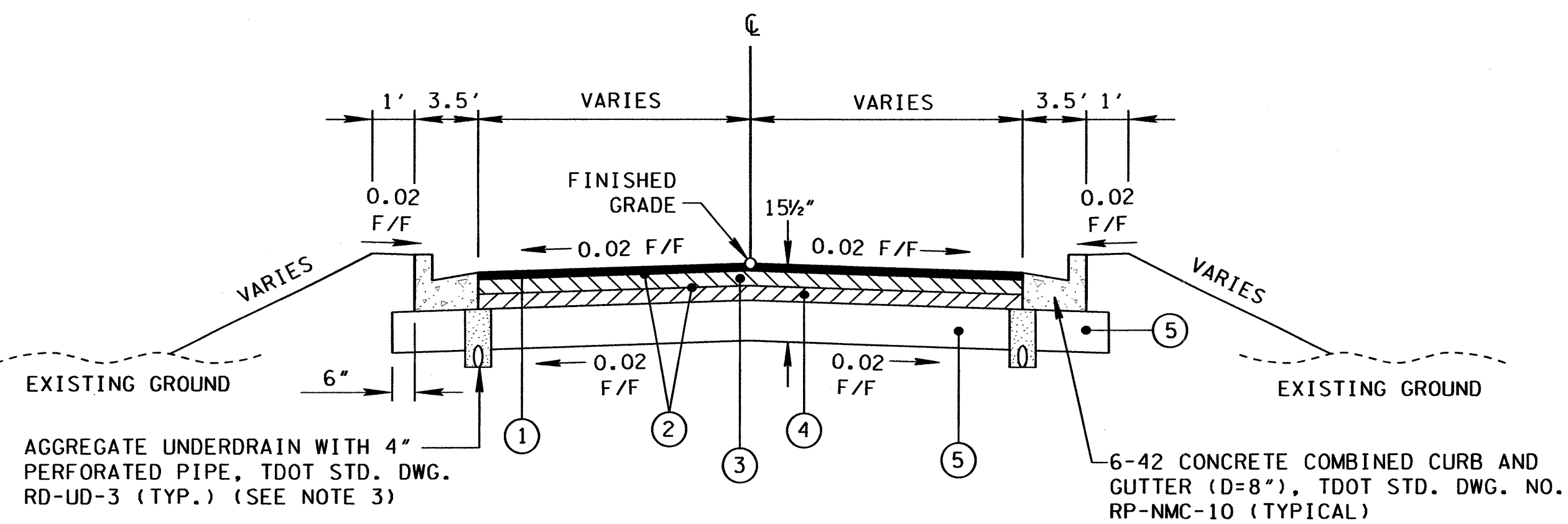
TYPICAL TANGENT SECTION
SHOULDER (SEE NOTE 1)



TYPICAL SUPERELEVATED SECTION
CURB AND GUTTER
(SEE NOTES 1 AND 2)



TYPICAL SUPERELEVATED SECTION
SHOULDER (SEE NOTE 1)



TYPICAL TANGENT SECTION
CURB AND GUTTER
(SEE NOTES 1 AND 2)

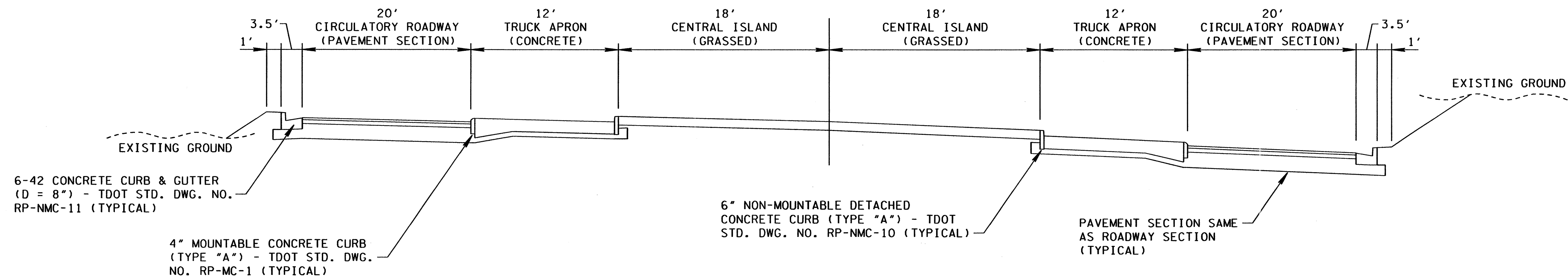
NOTES:

1. SEE PROPOSED LAYOUT FOR LOCATIONS OF SHOULDER AND CURB AND GUTTER.
2. SEE ROUNDABOUT DETAILS FOR LOCATIONS OF PROPOSED MONOLITHIC CONCRETE ISLANDS.

PAVEMENT SCHEDULE	
①	SURFACE ASPHALT COURSE @ 1.5" DEPTH (APPROX. 159 LB/SY) TDOT SPEC. SECTION 411 - ASPHALTIC CONCRETE SURFACE, GRADING D
②	TACK COAT (APPROX. 0.02 GAL/SY) TDOT SPEC. SECTION 403 - TACK COAT
③	BINDER ASPHALT COURSE @ 3" DEPTH (APPROX. 339 LB/SY) TDOT SPEC. SECTION 307 - BITUMINOUS PLANT MIX BASE, GRADING B-M2
④	BASE ASPHALT COURSE @ 3" DEPTH (APPROX. 345 LB/SY) TDOT SPEC. SECTION 307 - BITUMINOUS PLANT MIX BASE, GRADING A
⑤	MINERAL AGGREGATE BASE @ 8" DEPTH TDOT SPEC. SECTION 303 - MINERAL AGGREGATE BASE, TYPE A, GRADING D

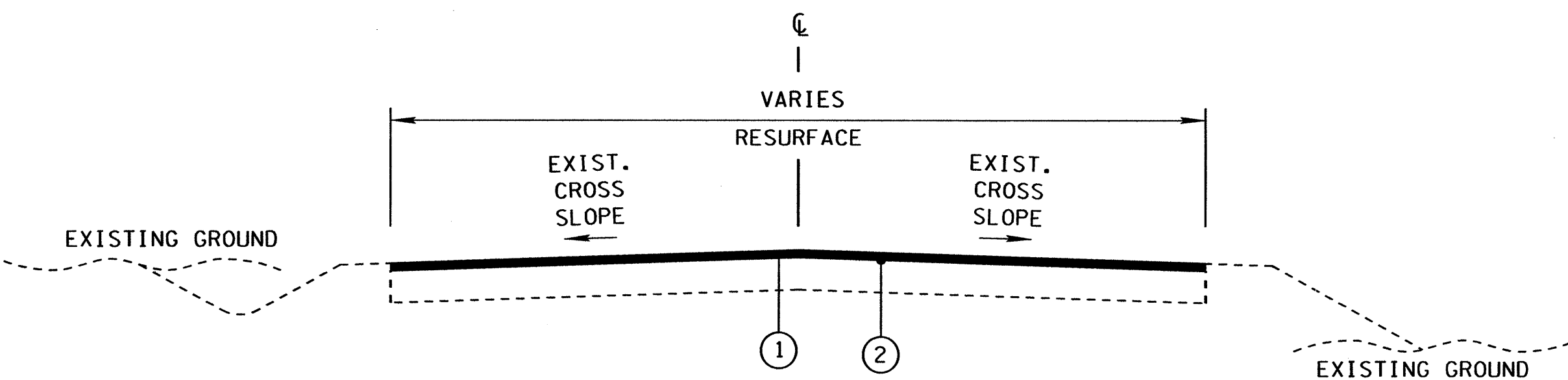
R.O.W. PLANS

REVISIONS		DATE
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BOB GRAY ROAD AT BOB KIRBY ROAD		
INTERSECTION IMPROVEMENTS		
TYPICAL SECTIONS		
CCI PROJECT NO. 263-0065		
DATE 5-24-12		
P.M. ALC		
DRAWN TRANS.		
O.C.		
R0.01		



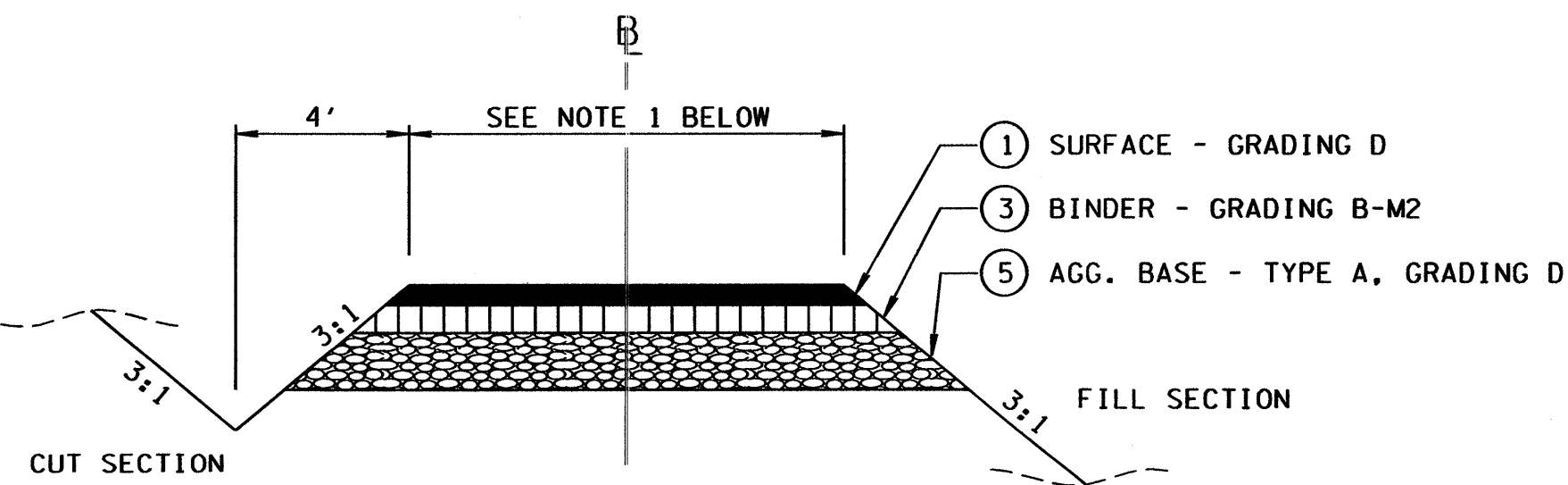
TYPICAL ROUNDABOUT SECTION

- NOTES:
1. SEE PROPOSED LAYOUT FOR RESURFACING LOCATIONS.
 2. SEE ROUNDABOUT DETAILS FOR LOCATIONS OF PROPOSED MONOLITHIC CONCRETE ISLANDS.
 3. SEE SHEET NO. RO.01 FOR PAVEMENT SCHEDULE.



TYPICAL RESURFACING SECTION SHOULDER (SEE NOTE 1)

BUSINESS	RESIDENTIAL
① SURFACE - 1½"	① SURFACE - 1½"
③ BINDER - 3"	③ BINDER - 0
⑤ BASE - 4"	⑤ BASE - 4"



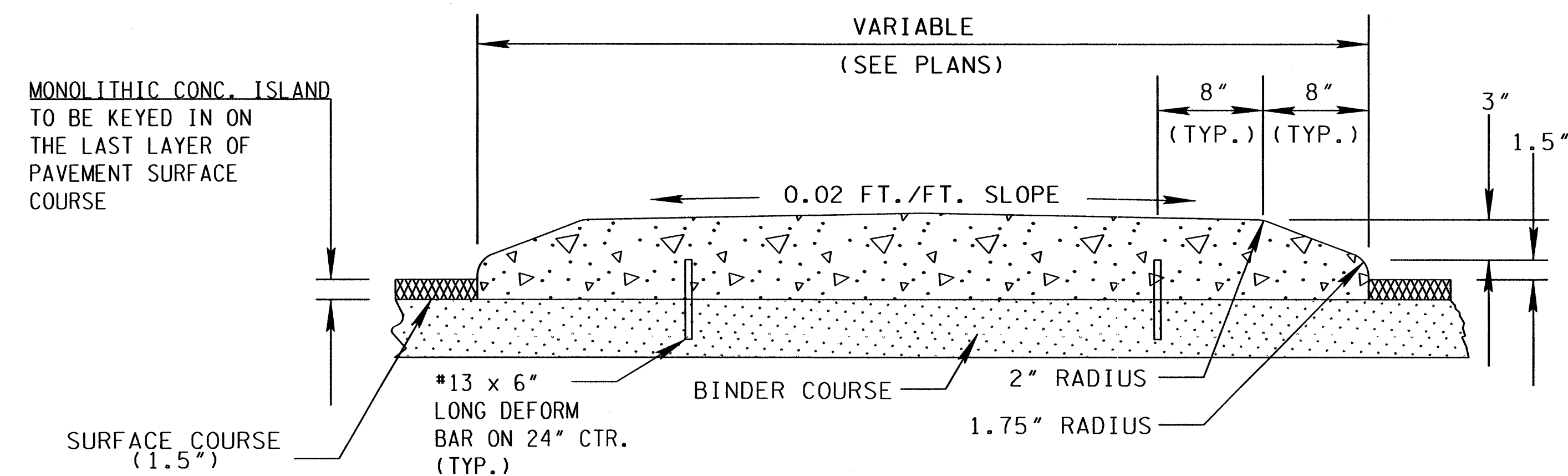
1. REFER TO SHEETS R1.02 THRU R4.02 FOR DRIVEWAY LOCATIONS AND WIDTHS, AND SHEET R8.02 FOR DRIVEWAY PROFILES.
2. REFER TO SHEET RO.03 FOR PAVEMENT SCHEDULE AND SPECIFICATIONS.

TYPICAL ASPHALT DRIVEWAY SECTION

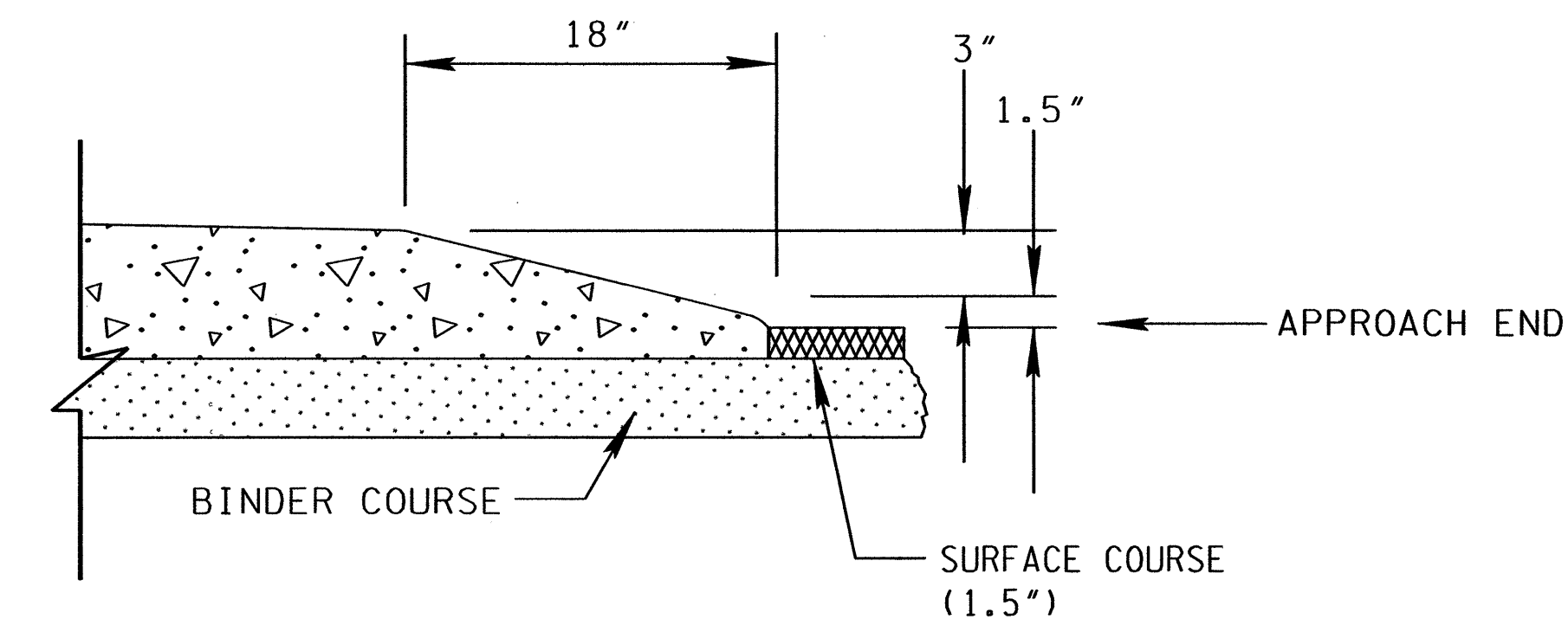
R.O.W. PLANS

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BOB GRAY ROAD AT BOB KIRBY ROAD		
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TYPICAL SECTIONS		
CCI PROJECT NO. 263-0065		
DATE 5-24-12		
P.M. ALC		
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O.C.		
R0.02		

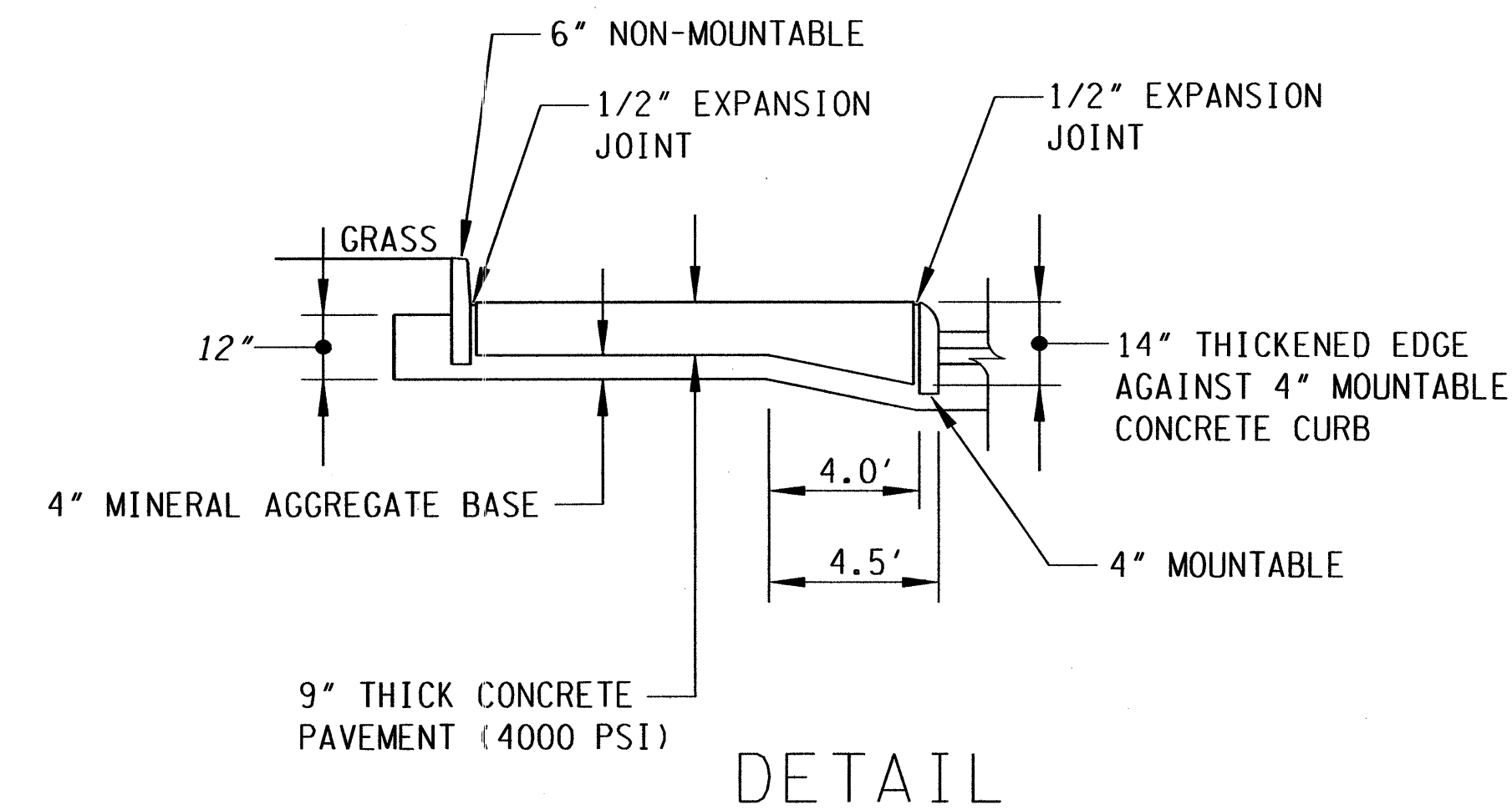
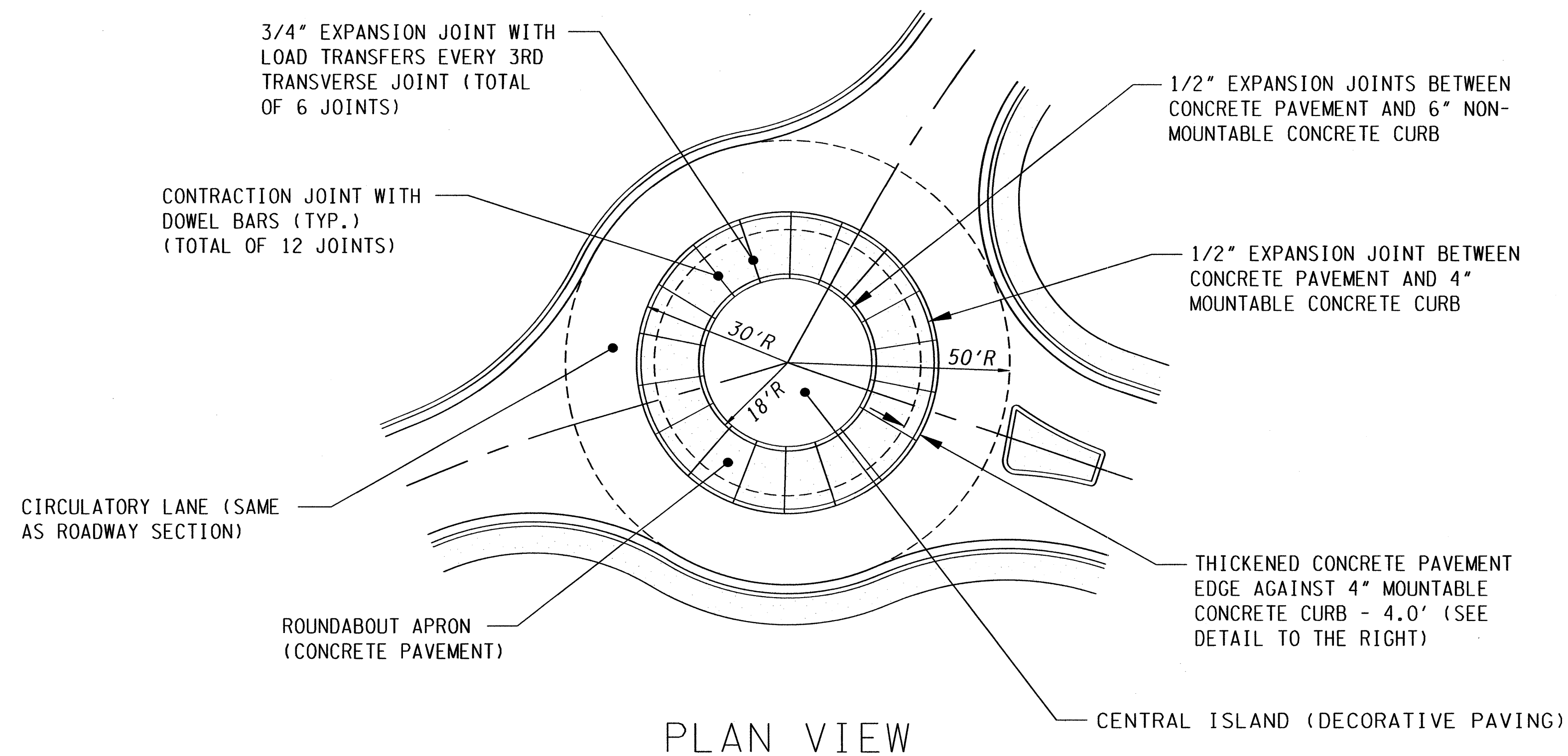
MONOLITHIC CONCRETE ISLAND DETAIL



SECTION OF FRONT OF ISLAND



ROUNDBABOUT APRON - CONCRETE JOINTING DETAIL



R.O.W.
PLANS

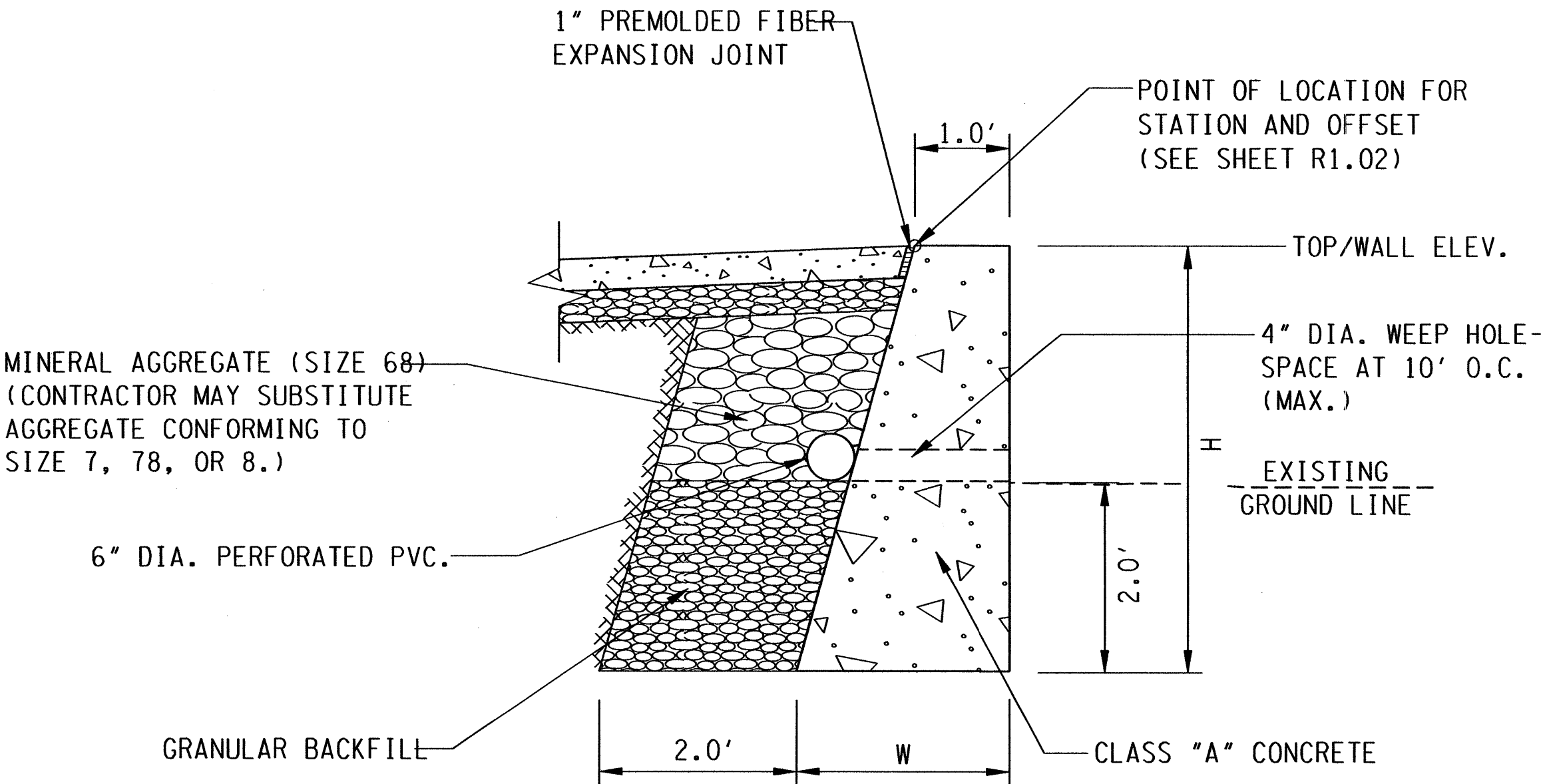
FOOTNOTES FOR ROUNDBABOUT APRON:

1. -1/2" EXPANSION JOINTS SHALL BE 1/2" PREMOLDED FIBER MATERIAL.
2. -3/4" EXPANSION JOINTS WITH LOAD TRANSFERS SHALL COMPLY WITH TDOT STD. DWG. NO. RP-J-11 (3/4" AND 1-3/4" EXPANSION AND EDGE PAVEMENT JOINTS).
3. CONTRACTION JOINTS WITH DOWEL BARS AND CONSTRUCTION JOINTS (IF USED) SHALL COMPLY WITH TDOT STD. DWG. NO. RP-J-9 (CONTRACTION AND CONSTRUCTION JOINTS FOR CONCRETE PAVEMENT).
4. THE CONTRACTOR SHALL REFER TO OTHER TDOT STANDARD DRAWINGS LISTED ON TDOT STD. DWG. NOS. RP-J-9 AND RP-J-11 AS THEY APPLY.

FOOTNOTES FOR CURBING:

5. -3/4" EXPANSION JOINTS AND CONTRACTION JOINTS ARE TO LINE UP WITH THE ROUNDBABOUT APRON'S EXPANSION AND CONTRACTION JOINTS, RESPECTIVELY.
6. EXACT CURB MACHINES MAY BE ALTERED SLIGHTLY TO FIT STANDARD CURB MACHINES, BUT SUCH VARIANCES MUST BE APPROVED BY THE ENGINEER.

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R0.03		



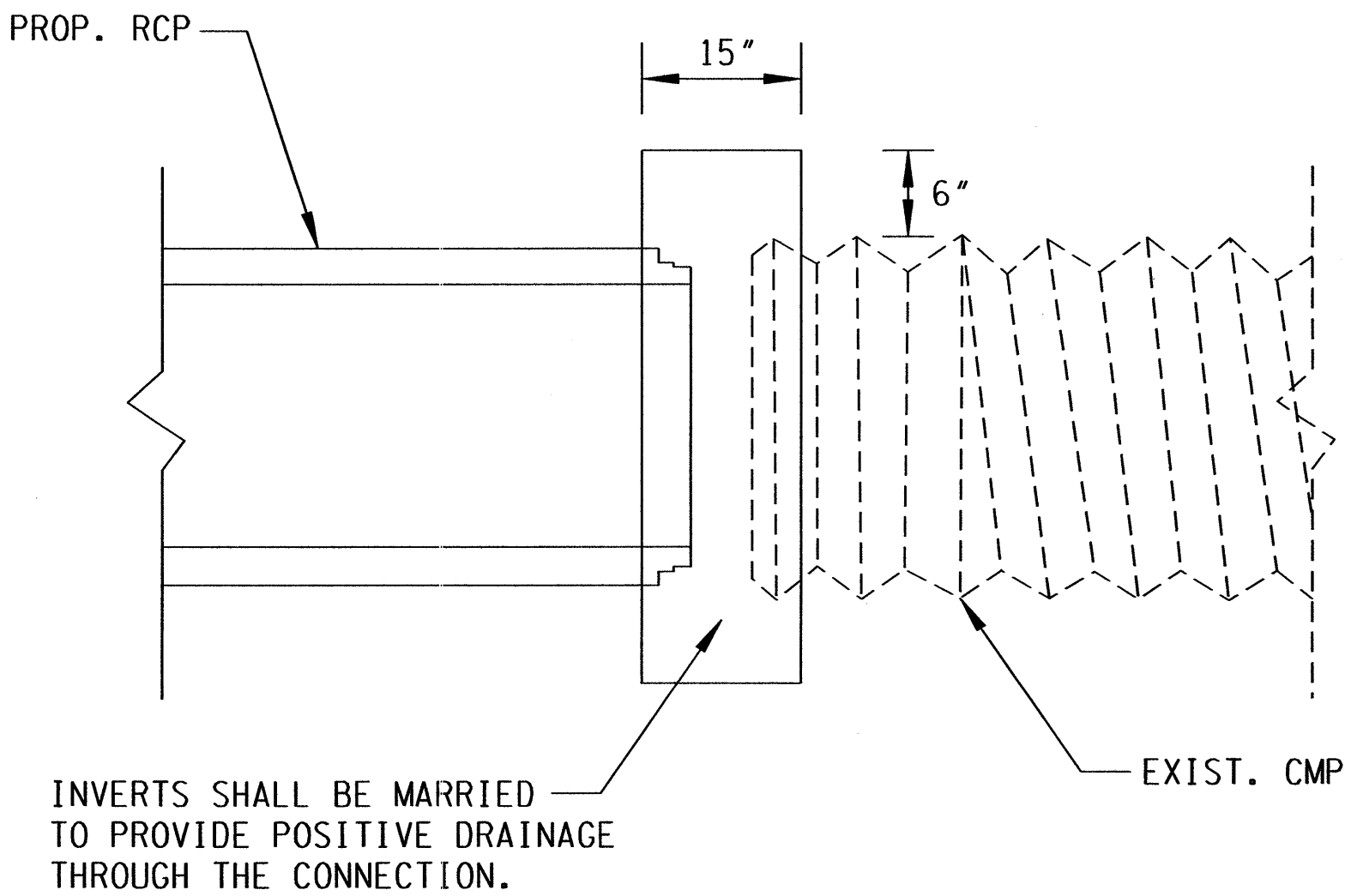
PROPOSED RETAINING WALL
FROM STA. 23+05 TO STA. 23+90

RETAINING WALL DIMENSIONS				
RETAINING WALL	STATION	TOP/WALL ELEV.	HEIGHT (H)	WIDTH (W)
A	103+80	1111.98	3.57'	2.00'
A	104+00	1112.65	5.59'	3.26'
A	104+25	1112.22	7.83'	4.64'
A	104+50	1110.01	9.37'	5.50'
A	205+50	1107.99	7.67'	4.54'
A	205+75	1106.33	6.11'	3.57'
A	205+85	1105.68	5.78'	3.37'
B	204+45	1112.66	4.78'	2.77'
B	204+50	1112.79	4.22'	2.40'
B	105+35	1113.23	3.00'	1.67'
B	105+50	1113.58	5.06'	2.95'

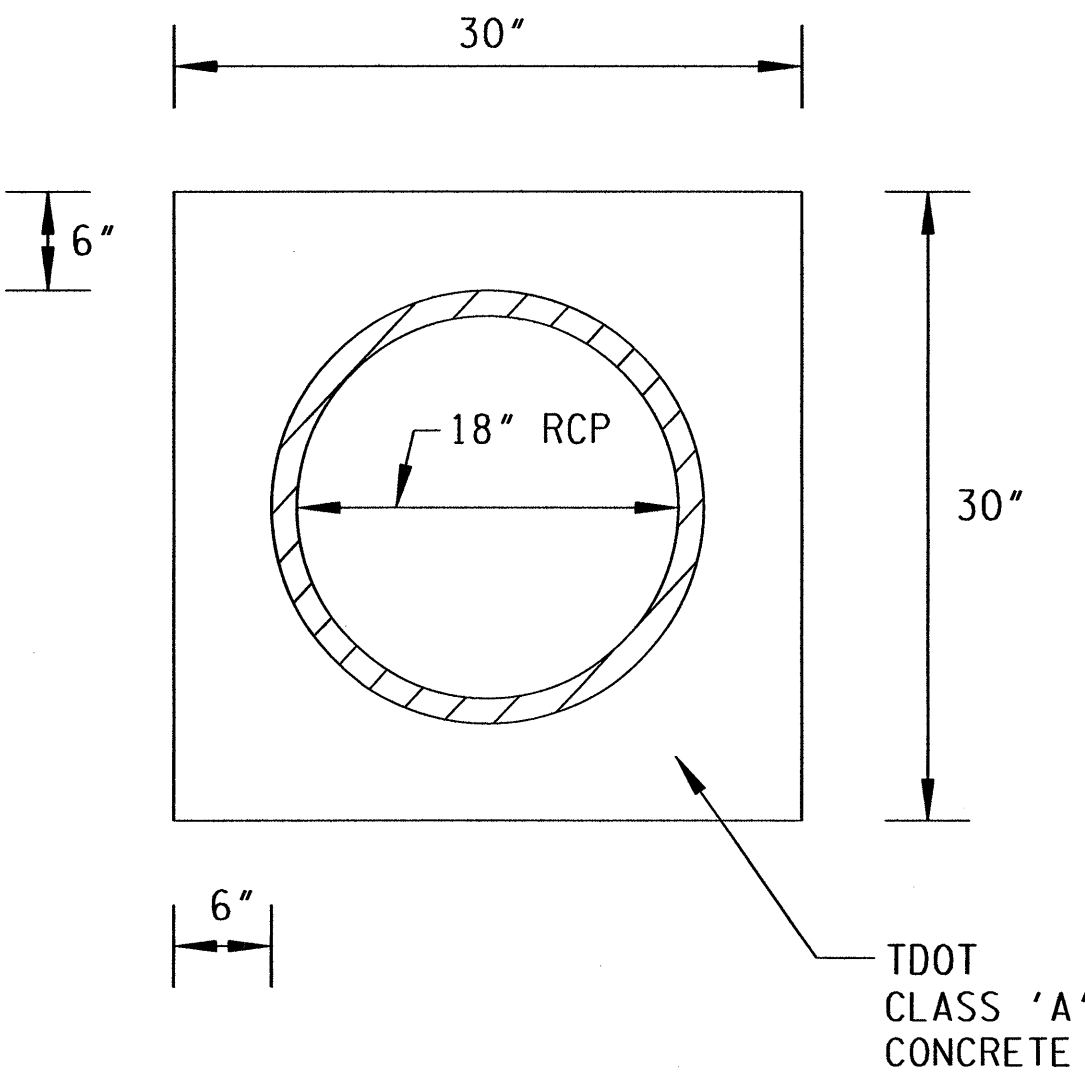
FOOTNOTES:

1. REFER TO TDOT STD. DWG. NO. EL-W-2 FOR DIMENSIONS, NOTES, AND SPECIFICATIONS, AND SHEET R1.02 FOR LOCATION AND EXTENT OF RETAINING WALL.

CONCRETE COLLAR DETAIL



SIDE VIEW



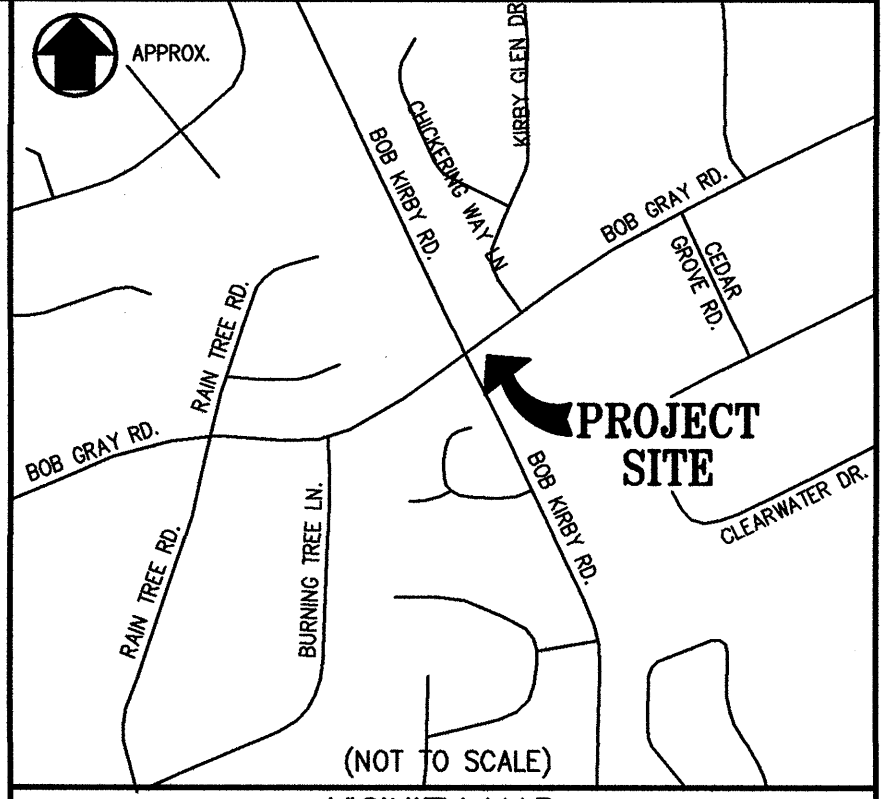
FRONT SECTION

**R.O.W.
PLANS**

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DETAILS		
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	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
		O.C.
		R0.04



TN STATE PLANE
(NAD 83)
SCALE: 1" = 30'
COORDINATES HAVE BEEN DATUM
ADJUSTED BY A FACTOR OF 1.0001



NOTES
1. DATE OF ORIGINAL FIELD SURVEY: JULY 9, 2009
DATE OF UPDATED SURVEY: JULY 14, 2011

LEGEND
[Symbol] PROPOSED RIGHT-OF-WAY ACQUISITION
[Symbol] PROPOSED TEMPORARY CONSTRUCTION EASEMENT
[Symbol] PROPOSED PERMANENT SLOPE EASEMENT

R.O.W. PLANS

LINE TABLE		
LINE	LENGTH	BEARING
L1	63.29'	N 21°41'48" E
L2	13.81'	S 25°32'29" E
L3	26.20'	S 54°28'31" W
L4	43.95'	S 09°50'12" W
L5	82.27'	S 21°33'25" E
L6	85.50'	N 27°50'52" W
L7	9.95'	N 54°32'00" E

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	TANGENT	LENGTH	CHORD
C1	79°59'35"	25.00'	20.97'	34.90'	S 14°27'35" W 32.14'
C2	82°22'51"	30.00'	26.25'	43.13'	N 13°20'34" E 39.51'

RIGHT-OF-WAY ACQUISITION TABLE													
TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS			TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENTS (SQUARE FEET) CONSTRUCTION EASEMENT
		TAX MAP NO.	PARCEL NO.	RECORDED DEED INSTRUMENT NO. OR BOOK/PAGE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	
1	GREYWOOD CROSSING OWNERS ASSOCIATION	118-D "H"	61.00	D.B. 1822 / PG. 899	-	0.326	0.326	-	-	-	-	-	1,073.25
2	SUSAN J. GALLION	118-D "H"	12.00	#200308290025823	-	0.174	0.174	-	-	-	-	-	77.14
3	LINDA MCCAMANT	118-D "H"	13.00	D.B. 2182 / PG. 685	-	0.101	0.101	-	-	-	-	-	98.05
4	HENRY P., III & AMY W. LAFORCE	118-D "H"	14.00	D.B. 1897 / PG. 910	-	0.130	0.130	-	-	-	-	-	353.16
5	TRACY L. & MATTHEW R. WHALEY	118-D "Q"	4.00	#200810130025242	0.390	-	0.390	0.017	-	0.017	0.373	-	872.85
6	GEORGE J. & PATRICIA K. MURPHY	118-D "Q"	3.00	#200903240060182	0.310	-	0.310	-	-	-	-	-	136.30
7	JOE B. SULLIVAN, III & ANDREW D. WADE	118-D "Q"	2.00	#200806250096752	0.331	-	0.331	-	-	-	-	-	-
8	JOYCE R. WILLIAMS	104-M "F"	2.00	#200705150093423	-	0.397	0.397	-	-	-	-	-	275.72
9	WILLIAM A. & LEAH J. YORK	104-M "F"	1.00	#200207150004134	0.353	-	0.353	-	-	-	-	-	1,244.66
10	CHRISTINE FORWARD	104-M "F"	32.00	#201101030040089	0.328	-	0.328	-	-	-	-	-	-
11	RAJIV DESHPANDE	104-M "F"	31.00	#201006070076238	0.389	-	0.389	-	-	-	-	-	-
12	JOHN A. BACA & MELISSA J. ROSS	118-D "F"	7.00	#200804250080022	-	0.345	0.345	-	-	-	-	-	119.99
13	LOU ROSS	118-D "F"	8.00	D.B. 1695 / PG. 846	-	0.678	0.678	0.021	0.021	-	0.657	-	1,904.41
14	HAMILTON E. & IRENE H. ALEXANDER	118-D "F"	9.00	#201108100007646	-	0.480	0.480	-	-	-	-	-	-

CERTIFICATE OF CLASS AND ACCURACY OF SURVEY
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is not less than 1:15,000 as shown thereon.
Tenn. Reg. No. 1332

REVISIONS

DATE

Cannon & Cannon, Inc.
Consulting Engineers • Field Surveyors
8550 Kingston Pike
Knoxville, Tennessee 37919
Telephone: (865) 670-8535 • Fax: (865) 670-8866
www.cannon-cannon.com

CLIENT:
**KNOX COUNTY
ENGINEERING AND PUBLIC WORKS**

PROJECT:
**BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS**

**PROPERTY MAP AND
RIGHT-OF-WAY ACQUISITION**

CCI PROJECT NO. 00263-0065

DATE 5-24-12

P.I.C. RGL

DRAWN JOW

C.C. RGL

ROBERT G. LUSK, JR.
SURVEYOR
Tennessee No. 1332

R1.00

SURVEY CONTROL POINT DATA					
CP NO.	STATION & OFFSET	NORTHING	EASTING	ELEV.	DESCR.
CP#1	240+85.55 15.54' RT BOB KIRBY ROAD	589208.5357	2525966.2795	1110.49	1/2IRC
CP#2	205+99.71 512.39' RT BOB KIRBY ROAD	589528.4848	2526363.1731	1130.90	1/2IRC
CP#3	206+79.51 11.50' LT BOB KIRBY ROAD	589371.1386	2525857.1391	1098.28	1/2IRC

CURVE BGRAY-1
PI 102+41.10
N 589,063.7221
E 2,525,735.4785
Δ 6° 26' 44" (LT)
D 3° 57' 05"
R 1,450.00
L 163.12
T 81.64
PC 101+59.46
PT 103+22.57

BEGIN ROADWAY PROJECT
STA. 103+00.00
N 589,098.2981
E 2,525,783.3762

STA. 105+00.00 BOB GRAY ROAD
STA. 205+00.00 BOB KIRBY ROAD
N 589,214.7327
E 2,525,945.9882

CURVE BKIRBY-1
PI 203+09.57
N 589,045.9132
E 2,526,034.0479
Δ 2° 28' 13" (LT)
D 3° 49' 11"
R 1,500.00
L 64.67
T 32.34
PC 202+77.23
PT 203+41.90

CURVE BKIRBY-2
PI 204+29.77
N 589,151.5686
E 2,525,976.7045
Δ 2° 33' 26" (RT)
D 4° 58' 56"
R 1,150.00
L 51.32
T 25.67
PC 204+04.11
PT 204+55.43

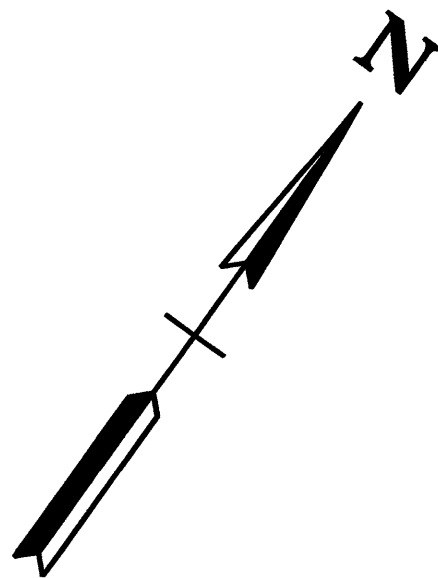
END ROADWAY PROJECT
STA. 207+45.00
N 589,435.0620
E 2,525,838.8434

END ROADWAY PROJECT
STA. 107+40.00
N 589,354.6262
E 2,526,141.0005

BEGIN ROADWAY PROJECT
STA. 202+60.00
N 589,001.3694
E 2,526,055.7929

0 50 100

SCALE: 1"= 50'



EXISTING LEGEND

	EDGE OF PAVEMENT / CURB
	CURB & CUTTER
	EDGE OF GRAVEL
	FENCE LINE
	SIGN
	MAIL BOX
	GUARDRAIL
	RIGHT-OF-WAY LINE
	PROPERTY LINE
	EASEMENT LINE
	PROPERTY CORNER MARKER
	SURVEY CONTROL POINT
	METAL STORM PIPE
	CONCRETE STORM PIPE
	CATCH BASIN
	SANITARY SEWER LINE
	SANITARY M.H. / CLEANOUT
	WATER LINE
	VALVE / METER / HYDRANT
	GAS LINE
	GAS VALVE / MARKER
	OVERHEAD UTILITY LINES
	UTILITY POLE / GUY WIRE
	TRANSFORMER PAD
	UNDERGROUND POWER
	POWER M.H.
	UNDERGROUND TELEPHONE
	TELE. PED. / BOX / M.H.
	TRAFFIC SIGNAL WIRE
	TRAFFIC SIGNAL POLE
	TREE / TREE LINE
	PAVEMENT MARKING LINE
	STOP BAR
	PAVEMENT MARKING SYMBOL

PROPOSED LEGEND

	ROADWAY BASELINE
	CUT FILL SLOPE TIE-IN LINES

REVISIONS

NO.	DATE
-----	------



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CLIENT:

KNOX COUNTY
ENGINEERING AND PUBLIC WORKS

PROJECT:

BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

PRESENT LAYOUT



CCI PROJECT NO.	263-0065
DATE	5-24-12
P.M.	ALC
DRAWN	TRANS.
C.C.	

R1.01

R.O.W.
PLANS

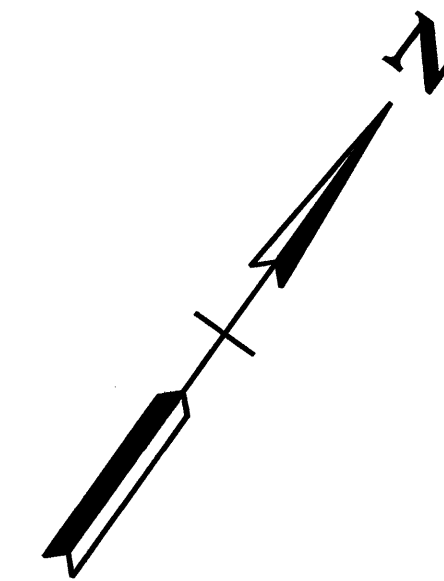
STORM DRAIN STRUCTURES					
NO	DESCRIPTION	LOCATION	TOP OF CASTING	INVERT EL. (N)	INVERT EL. (OUT)
1 EX	CONNECTION TO EXISTING PIPE	203+07.63 BOB KIRBY ROAD - 15.24' RT.	-	-	1104.67
2 CB	TDOT LOW PROFILE NO. 12 STD. DWG. NO. D-CB-12LP	204+55.00 BOB KIRBY ROAD - 29.26' LT.	1109.90	-	1106.40
3 CB	TDOT STANDARD NO. 12 STD. DWG. NO. D-CB-12RA	204+55.00 BOB KIRBY ROAD - 33.00' RT.	1110.01	1105.87	1105.70
4 CB	TDOT STANDARD NO. 12 STD. DWG. NO. D-CB-12P	205+75.00 BOB KIRBY ROAD - 15.88' LT.	1105.74	-	1099.29
5 CB	TDOT STANDARD NO. 12 STD. DWG. NO. D-CB-12P	205+75.00 BOB KIRBY ROAD - 19.00' RT.	1106.05	1098.52	1098.35
6 EW	"U" TYPE CONCRETE ENDWALL TDOT STD. DWG. D-PE-4	207+30 BOB KIRBY ROAD 12.00' RT.	-	-	1094.50

STORM PIPE TABLE			
FROM	TO	PIPE INFORMATION	
		18" (RCP)	SLOPE (%)
3 CB	1 EX	147	0.70%
2 CB	3 CB	60	0.88%
4 CB	5 CB	31	2.48%
5 CB	6 EW	154	2.50%

END ROADWAY PROJECT
STA. 207+45.00
N 589,435.0620
E 2,525,838.8434

BEGIN ROADWAY PROJECT
STA. 101+60.00
N 589,024.1462
E 2,525,664.6906

0 50 100
SCALE: 1" = 50'



EXISTING LEGEND

	EDGE OF PAVEMENT / CURB
	CURB & GUTTER
	EDGE OF GRAVEL
	FENCE LINE
	GUARDRAIL
	CORR. METAL STORM PIPE
	REIN. CONCRETE STORM PIPE
	CATCH BASIN

PROPOSED LEGEND

	ROADWAY BASELINE
	6-42 CONCRETE COMBINED CURB & GUTTER
	CATCH BASIN
	DRAINAGE ENDWALL
	DRAINAGE STRUCTURE I.D.
	DRAINAGE PIPE
	GUARDRAIL
	RETAINING WALL

R.O.W. PLANS

REVISIONS DATE

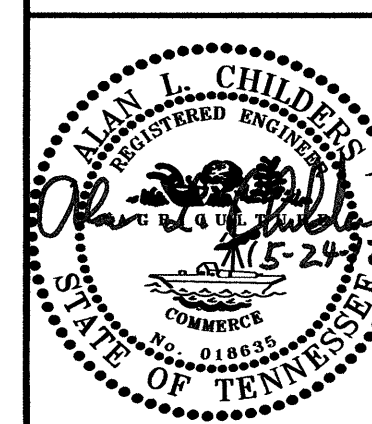
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PROJECT:
**BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS**

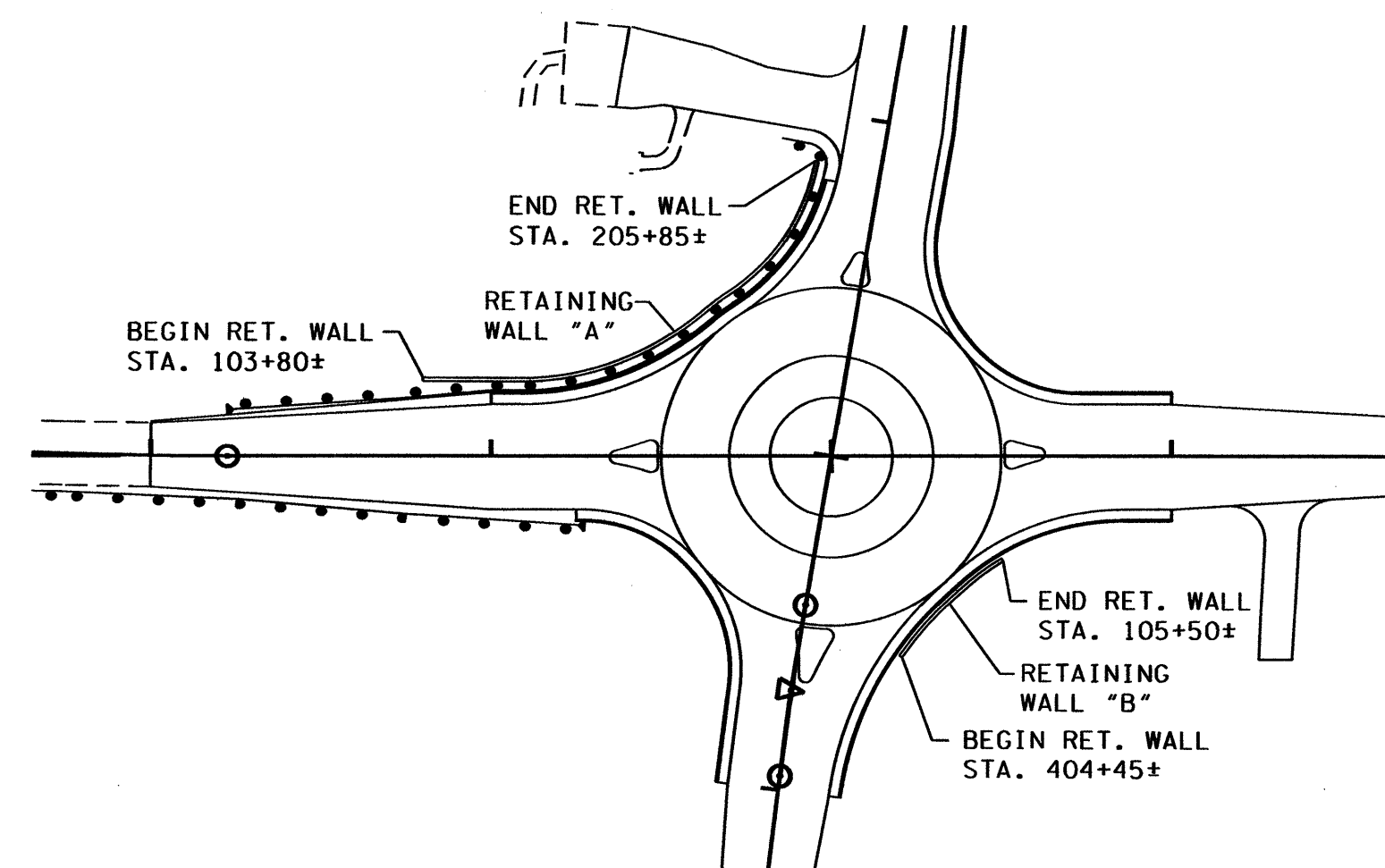
PROPOSED LAYOUT

CCI PROJECT NO.	263-0065
DATE	5-24-12
P.M.	ALC
DRAWN	TRANS.
O.C.	

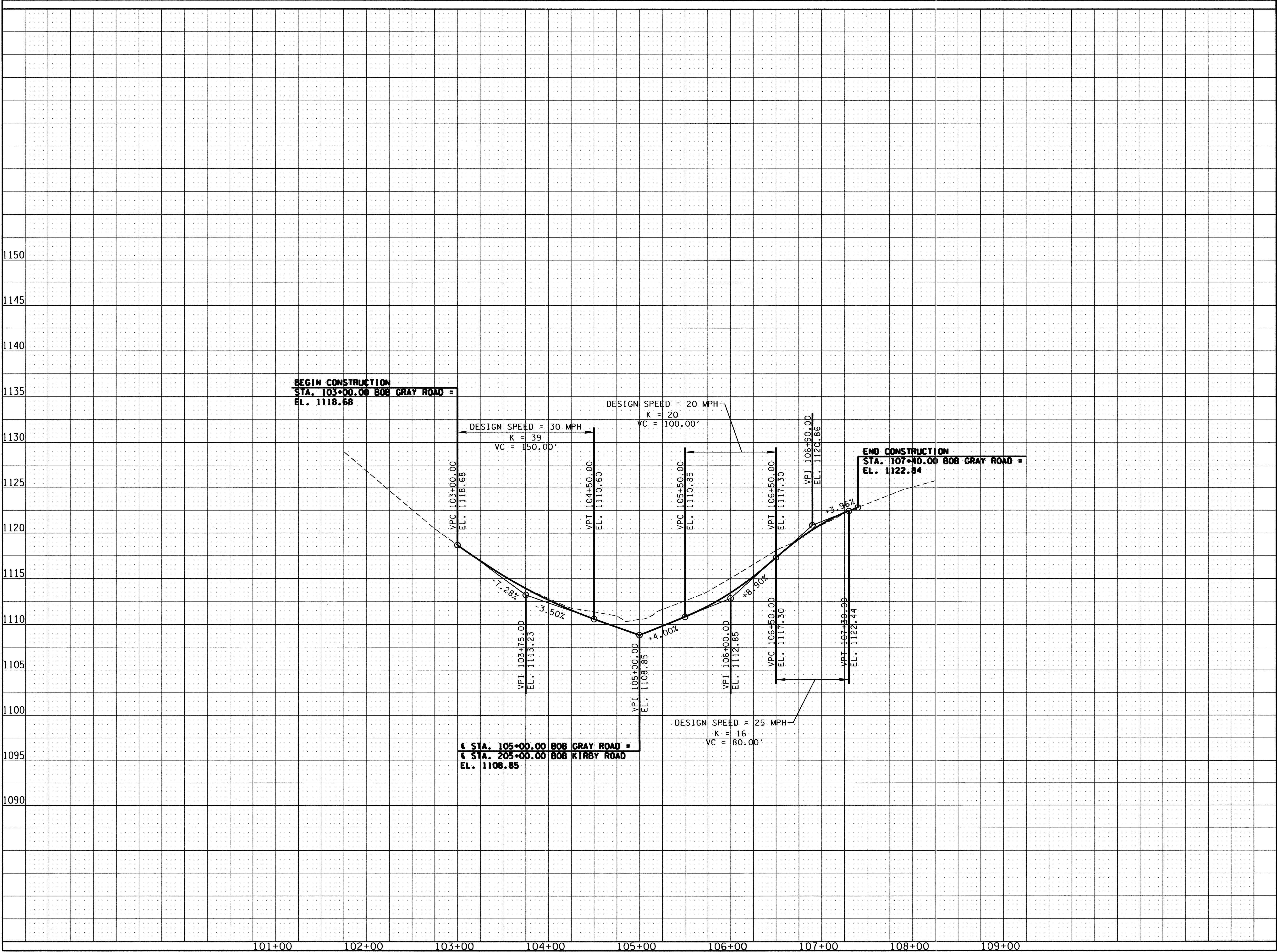


R1.02

PROPOSED RETAINING WALL LIMITS



BEGIN ROADWAY PROJECT
STA. 202+60.00
N 589,001.3694
E 2,526,055.7929



0 50 100
SCALE: 1" = 50' (H)
1" = 5' (V)

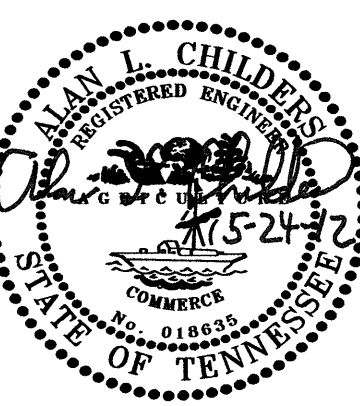
R.O.W. PLANS

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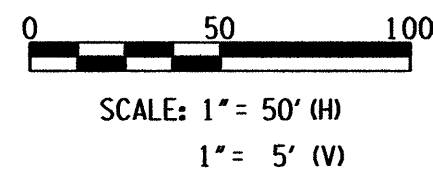
PROJECT:
BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

BOB GRAY ROAD
PROFILE



CCI PROJECT NO. 263-0065
DATE 5-24-12
P.M. ALC
DRAWN TRANS.
O.C.

R1.03



R.O.W. PLANS



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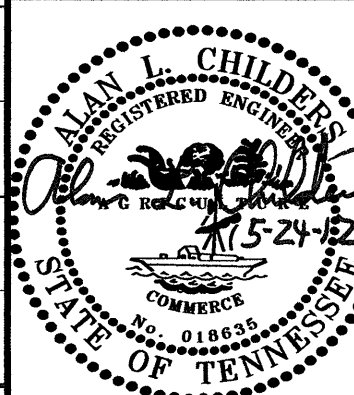
CLIENT:

KNOX COUNTY
ENGINEERING AND PUBLIC WORKS

PROJECT:

BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

BOB KIRBY ROAD
PROFILE



CCI PROJECT NO.	263-0065
DATE	5-24-12
P.M.	ALC
DRAWN	TRANS.
O.C.	

R1.04

1130

1125

1120

1115

1110

1105

1100

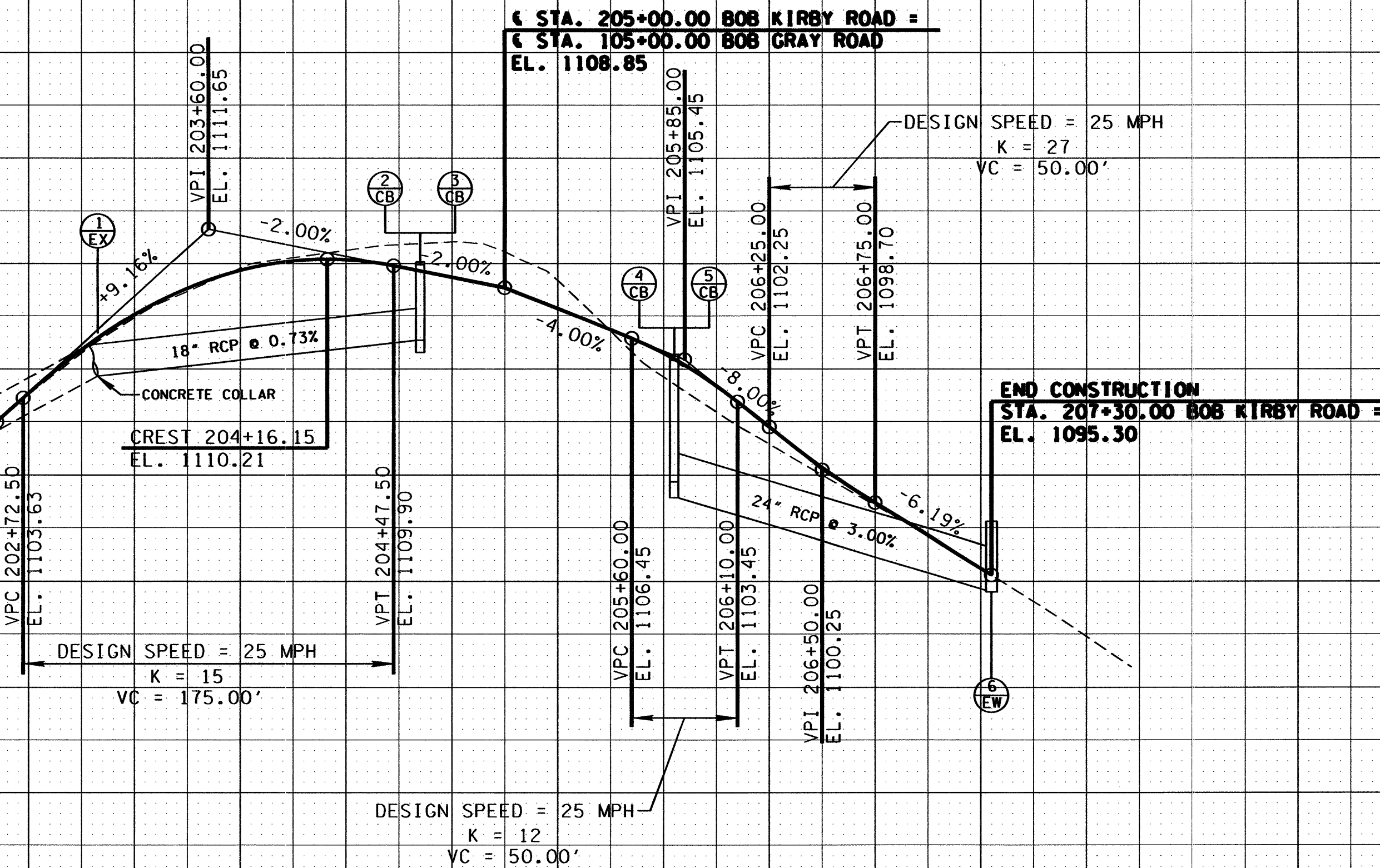
1095

1090

1085

1080

BEGIN CONSTRUCTION
STA. 202+60.00 BOB KIRBY ROAD =
EL. 1102.49



201+00

202+00

203+00

204+00

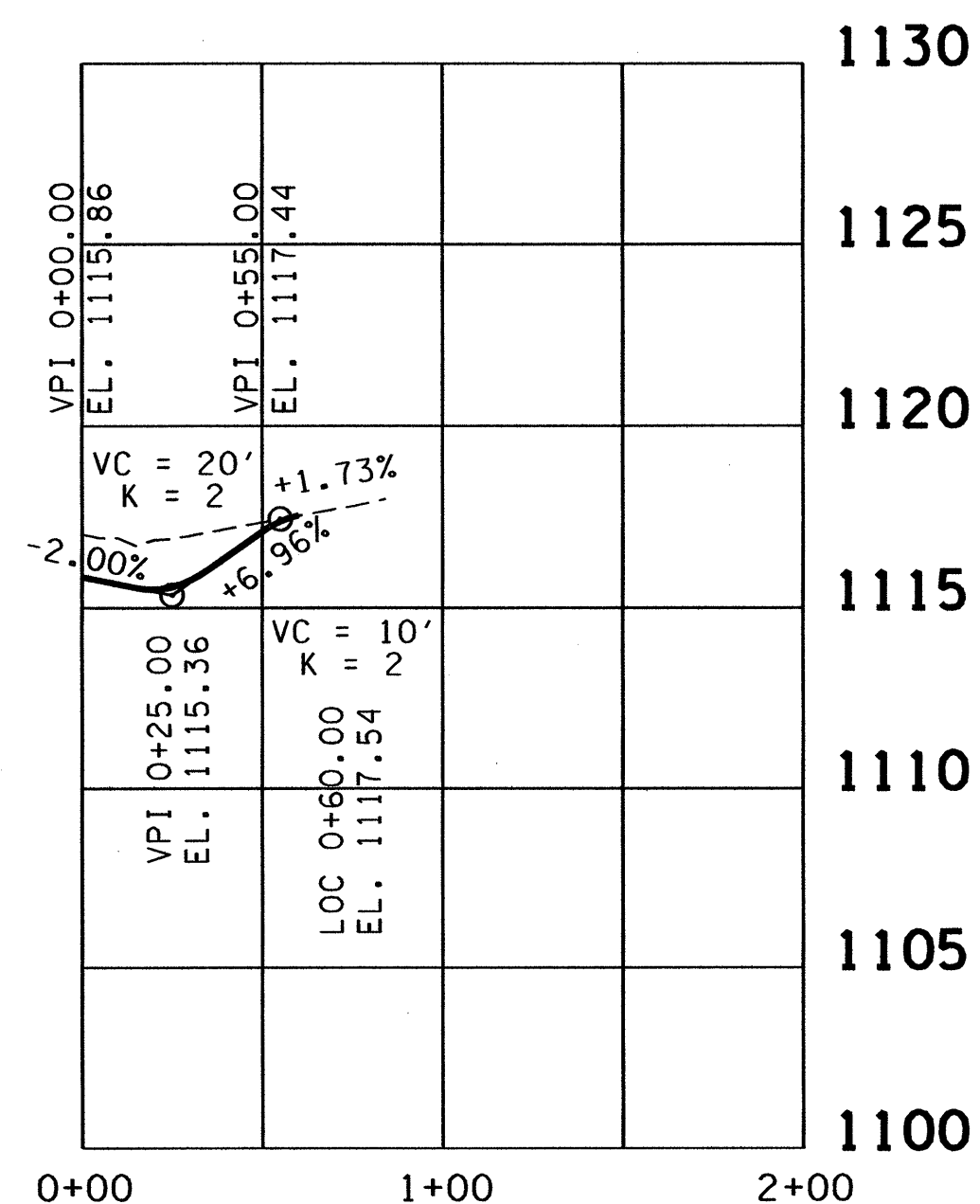
205+00

206+00

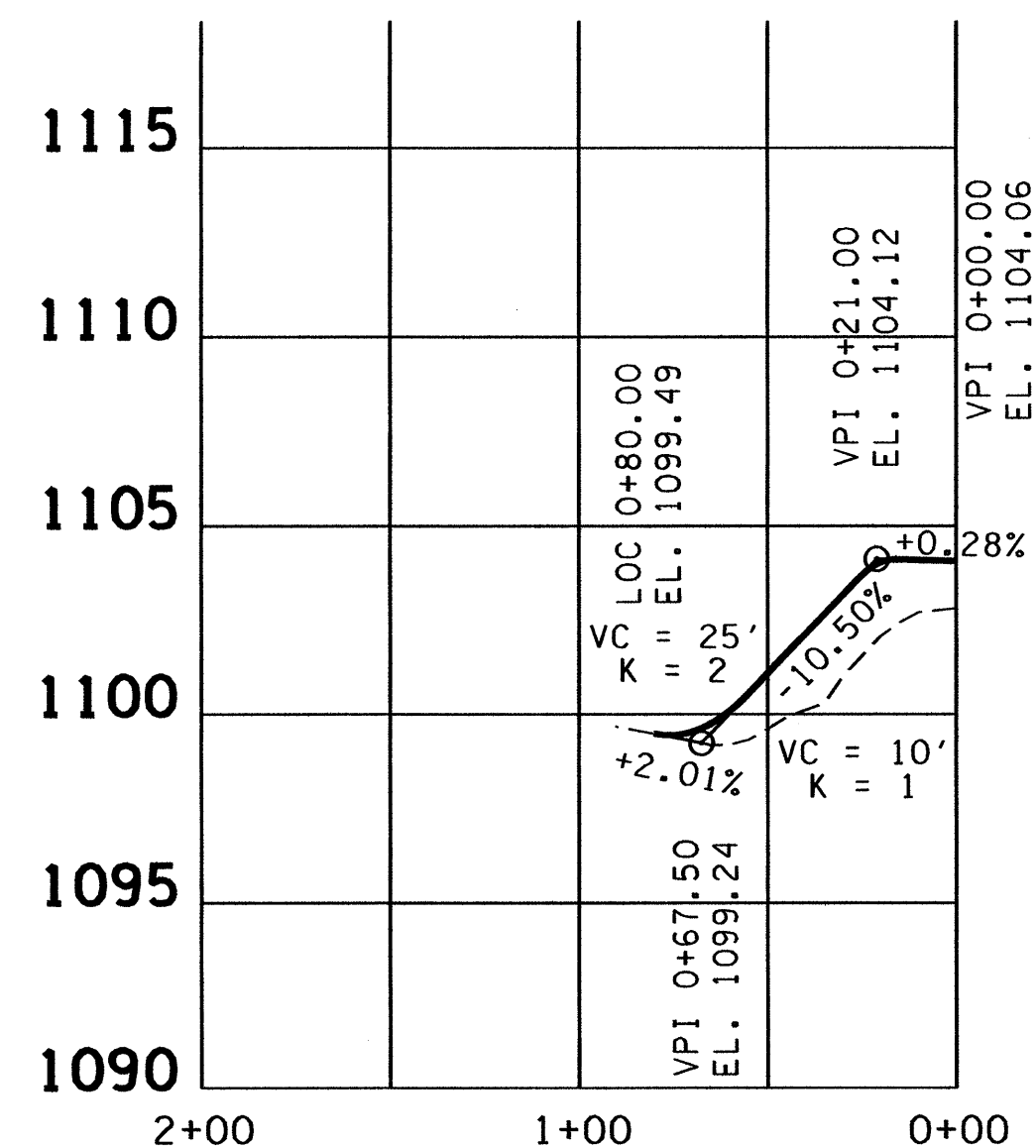
207+00

208+00

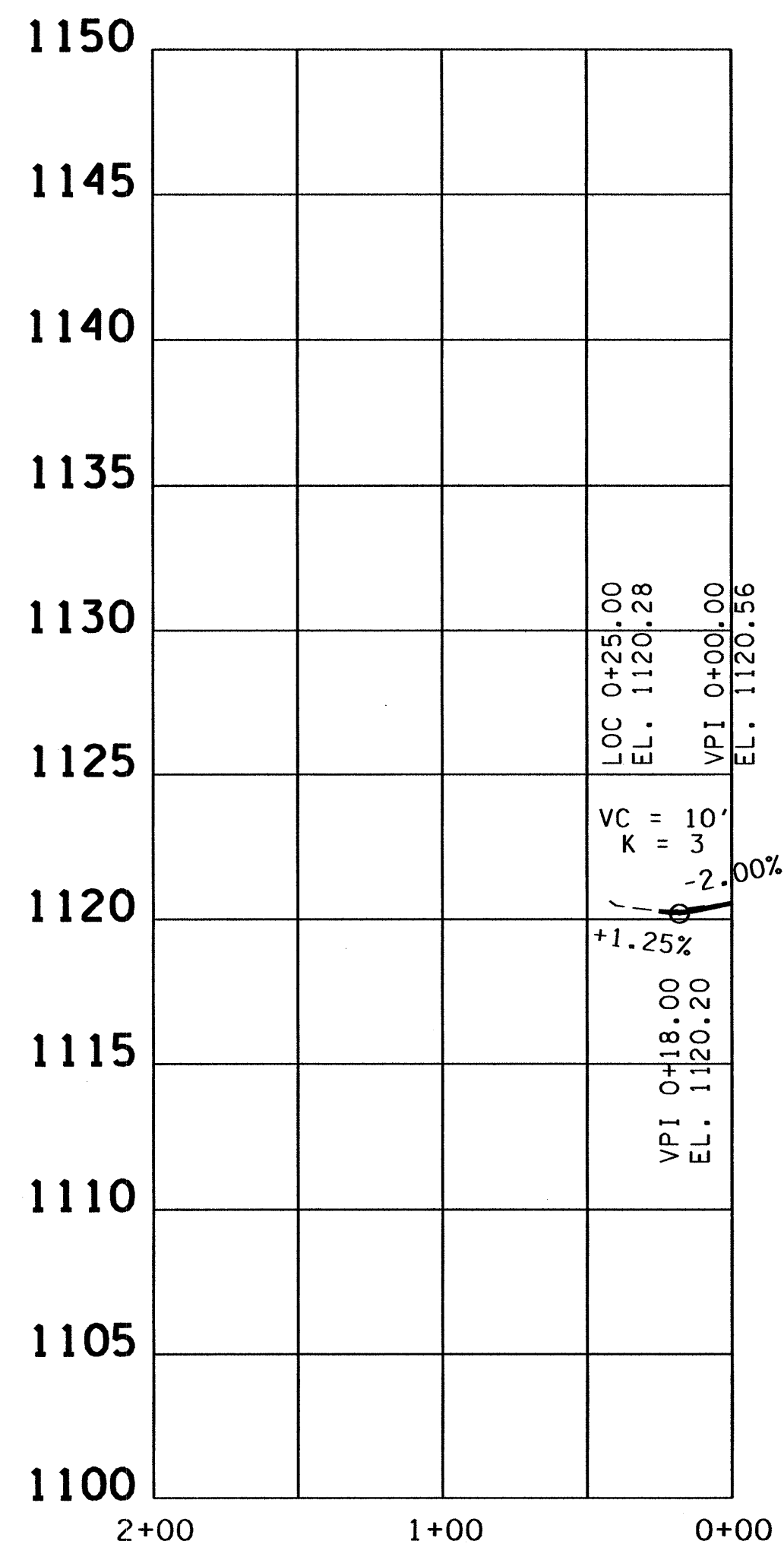
209+00



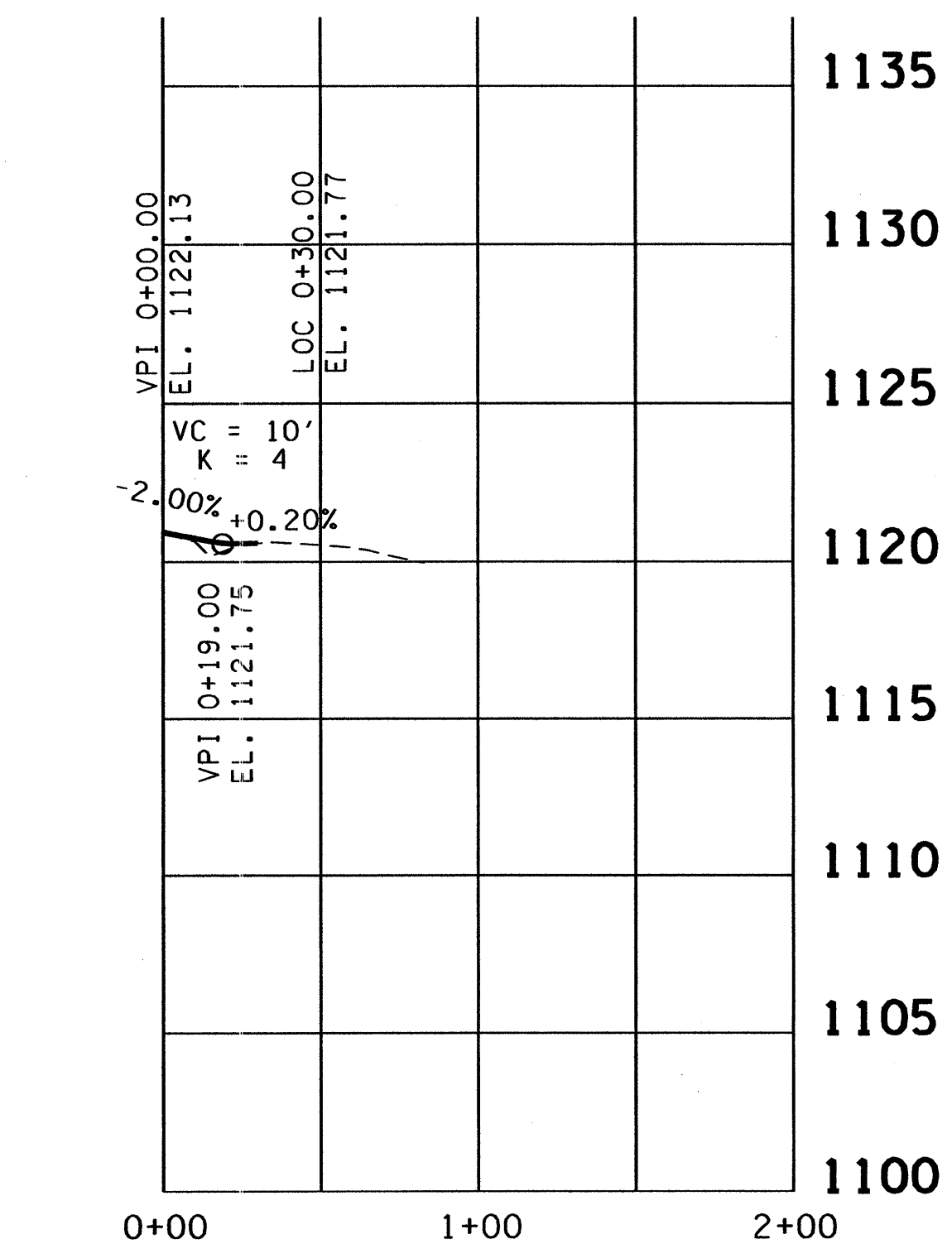
LOU ROSS
TRACT 13
STA. 106+33.00 RT
BOB GRAY ROAD
10' PVT. DWY.



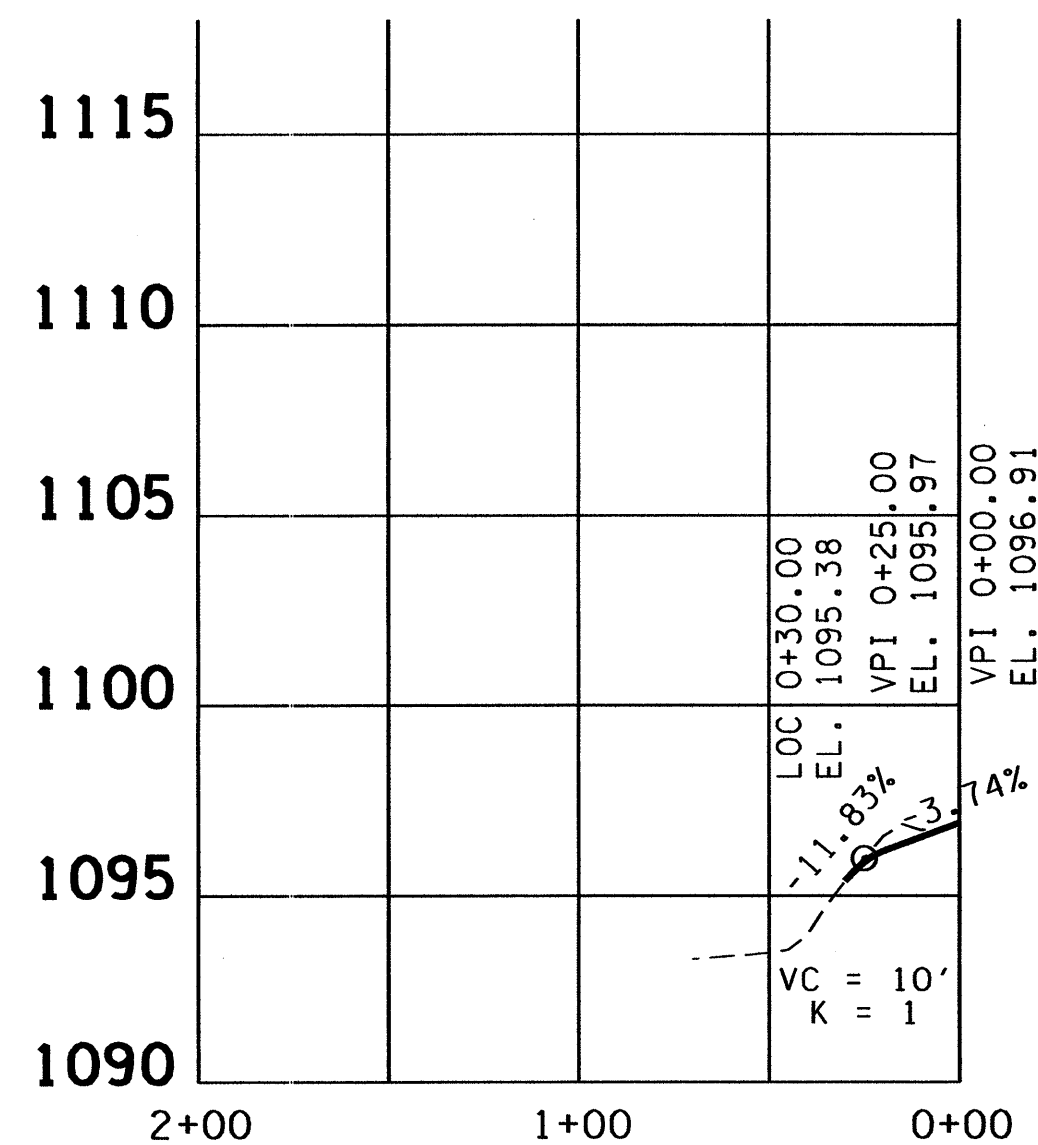
TRACY L. & MATTHEW R. WHALEY
TRACT 5
STA. 206+02.00 LT
BOB KIRBY ROAD
16' PVT. DWY.



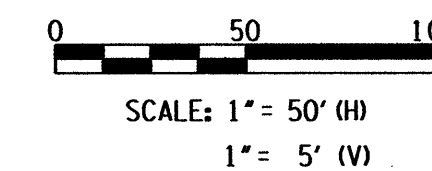
KIRBY GLEN DRIVE
STA. 106+93.00 LT
BOB GRAY ROAD
35' ENTRANCE



HAMILTON E. & IRENE H. ALEXANDER
TRACT 14
STA. 107+22.50 RT
BOB GRAY ROAD
11' PVT. DWY.



JOE B. SULLIVAN, III & ANDREW D. WADE
TRACT 7
STA. 207+04.00 LT
BOB KIRBY ROAD
12' PVT. DWY.



**R.O.W.
PLANS**

REVISIONS		DATE
 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		CLIENT:
KNOX COUNTY		ENGINEERING AND PUBLIC WORKS
PROJECT:		BOB GRAY ROAD AT BOB KIRBY ROAD INTERSECTION IMPROVEMENTS
DRIVEWAY PROFILES		CCI PROJECT NO. 263-0065
		DATE 5-24-12
		P.M. ALC
		DRAWN TRANS.
		C.C.
		R1.05

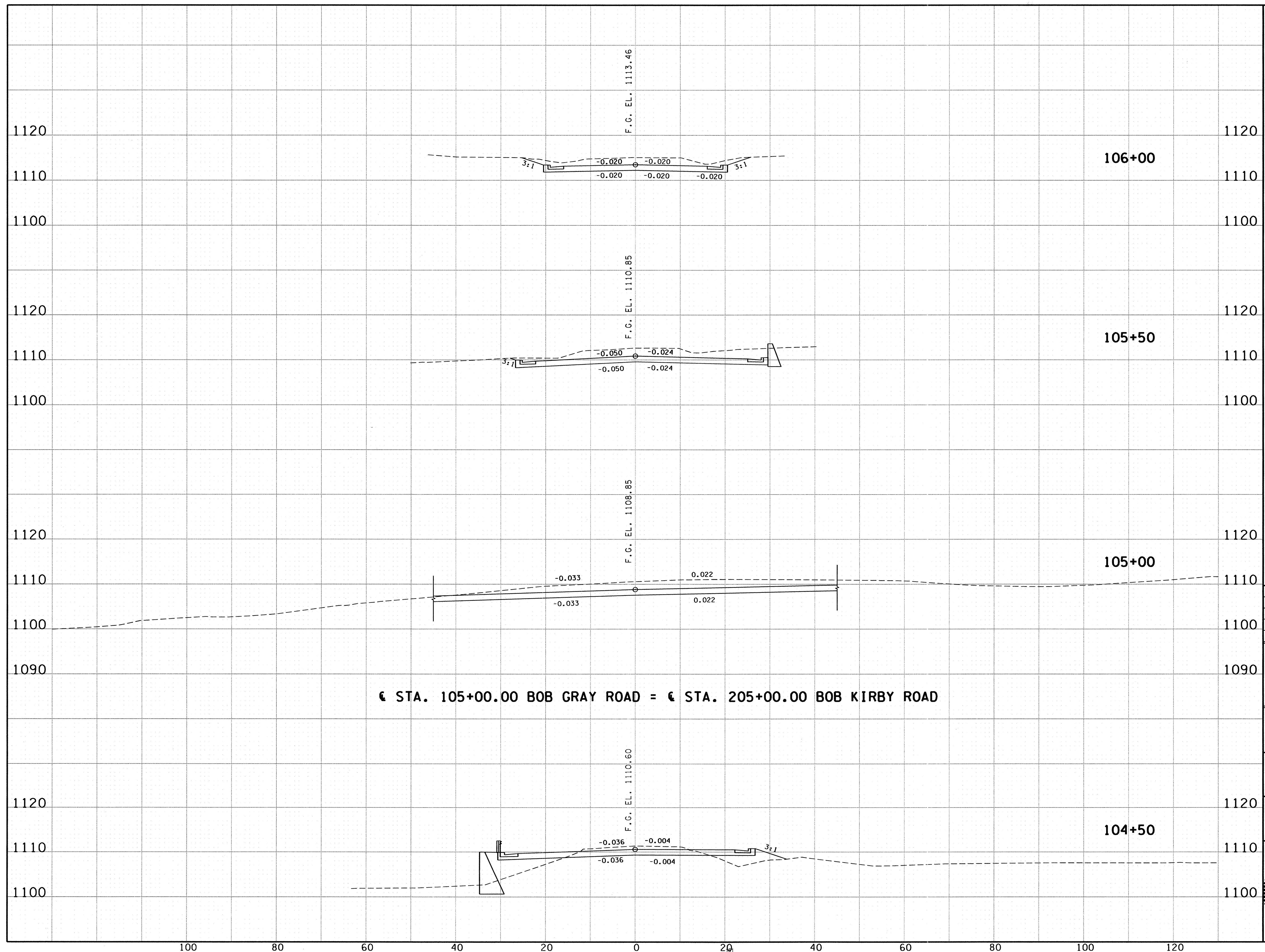
R.O.W. PLANS

	CCI PROJECT NO.	263-0065
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.
	O.C.	

XS 1.0 1

R.O.W. PLANS

XS1.02



SCALE: 1" = 10'

END CONSTRUCTION STA. 107+40.00

107+50

107+00

106+50

R.O.W.
PLANS



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PROJECT:

BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

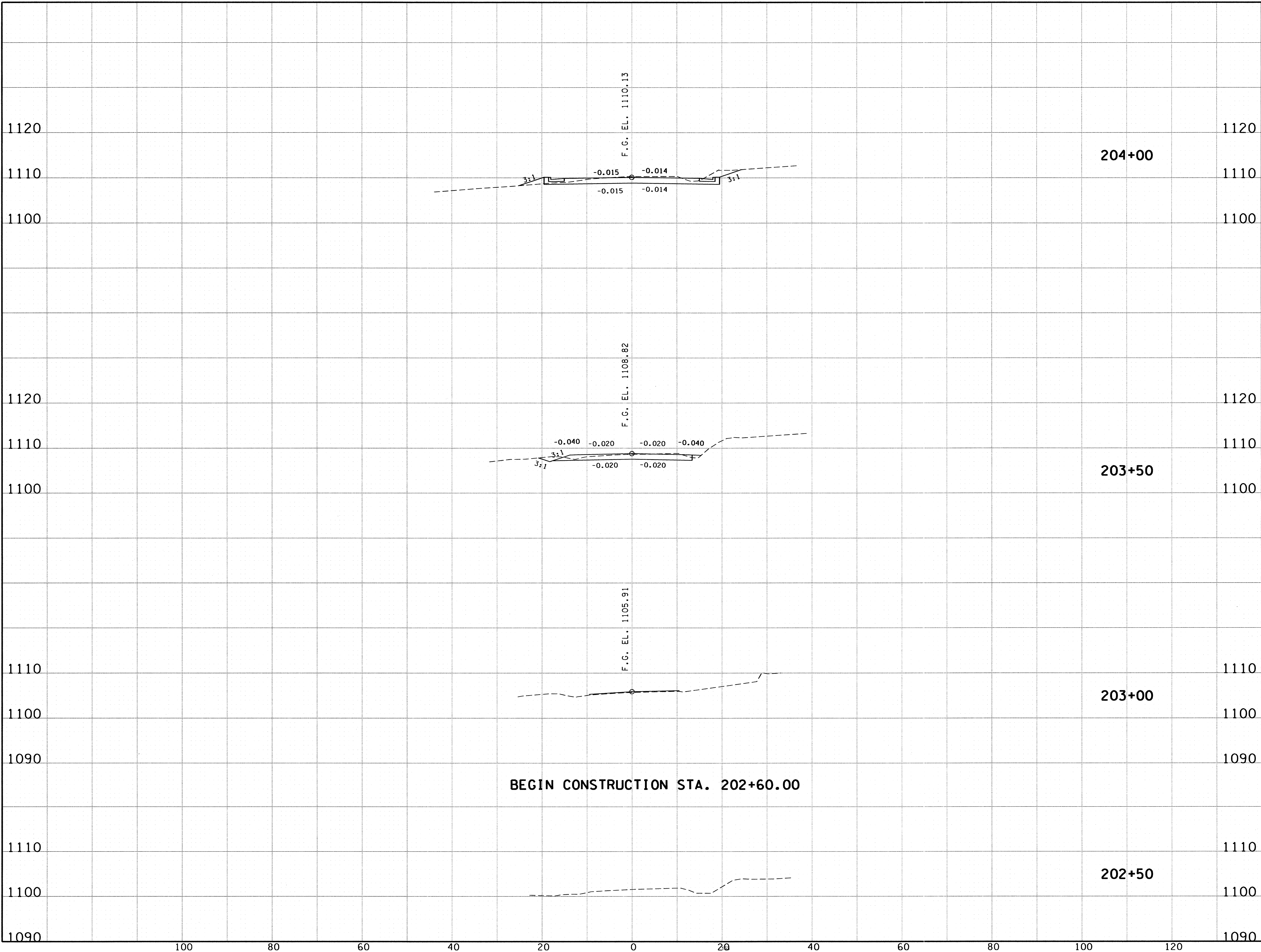
ROADWAY CROSS-SECTIONS
BOB GRAY ROAD



CCI PROJECT NO.	263-0065
DATE	5-24-12
P.M.	ALC
DRAWN	TRANS.
D.C.	

XS1.03

SCALE: 1" = 10'



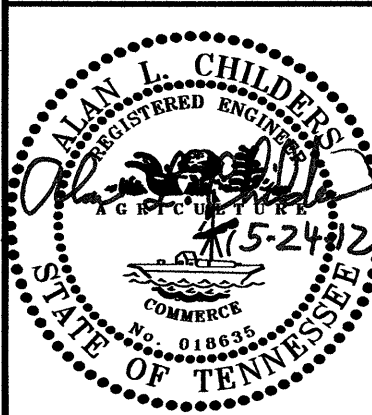
R.O.W. PLANS

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PROJECT:
BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

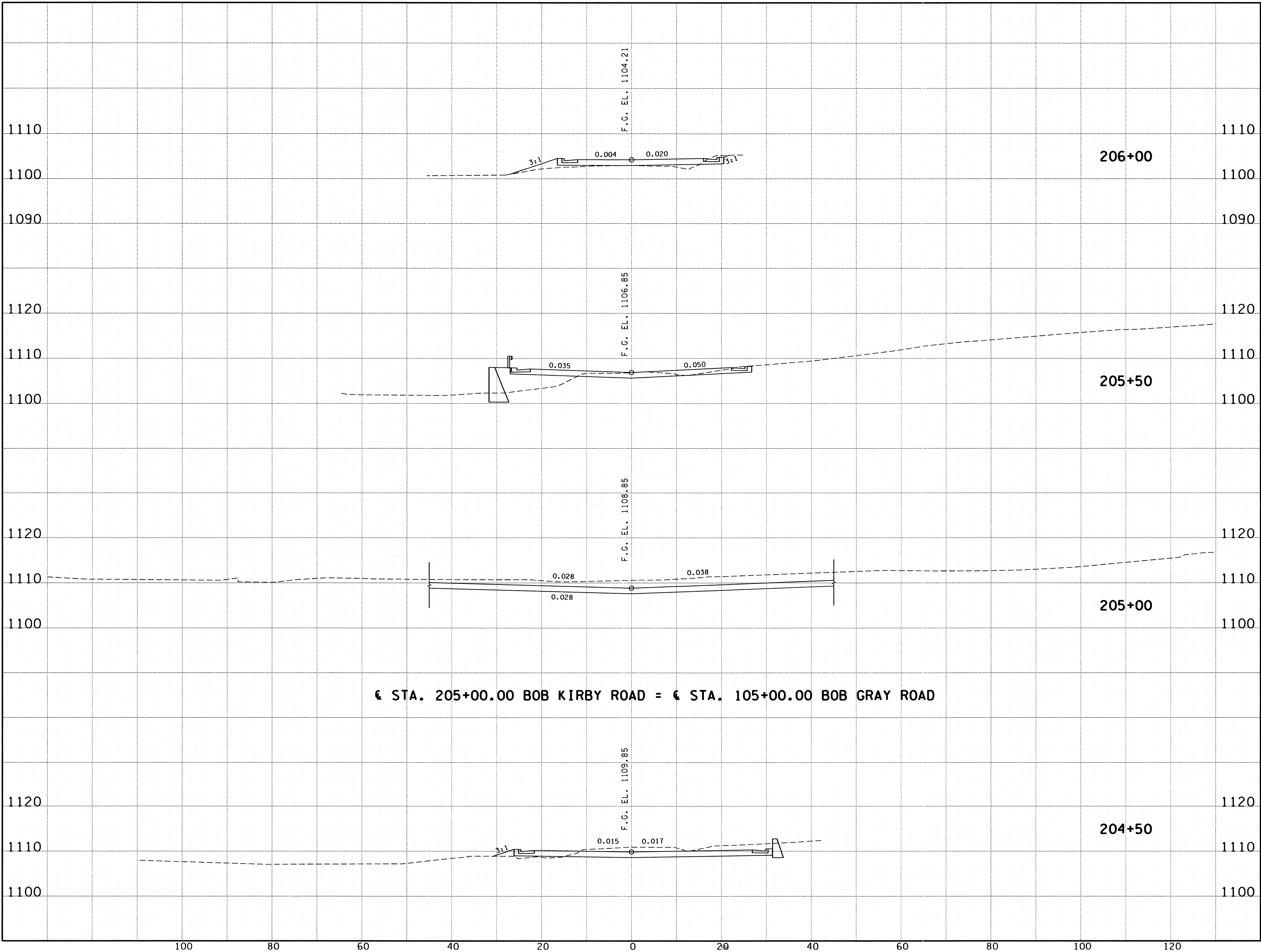
ROADWAY CROSS-SECTIONS
BOB KIRBY ROAD



CCI PROJECT NO. 263-0065
DATE 5-24-12
P.M. ALC
DRAWN TRANS.
O.C.

XS1.04

SCALE: 1" = 10'



R.O.W. PLANS

REVISIONS	DATE

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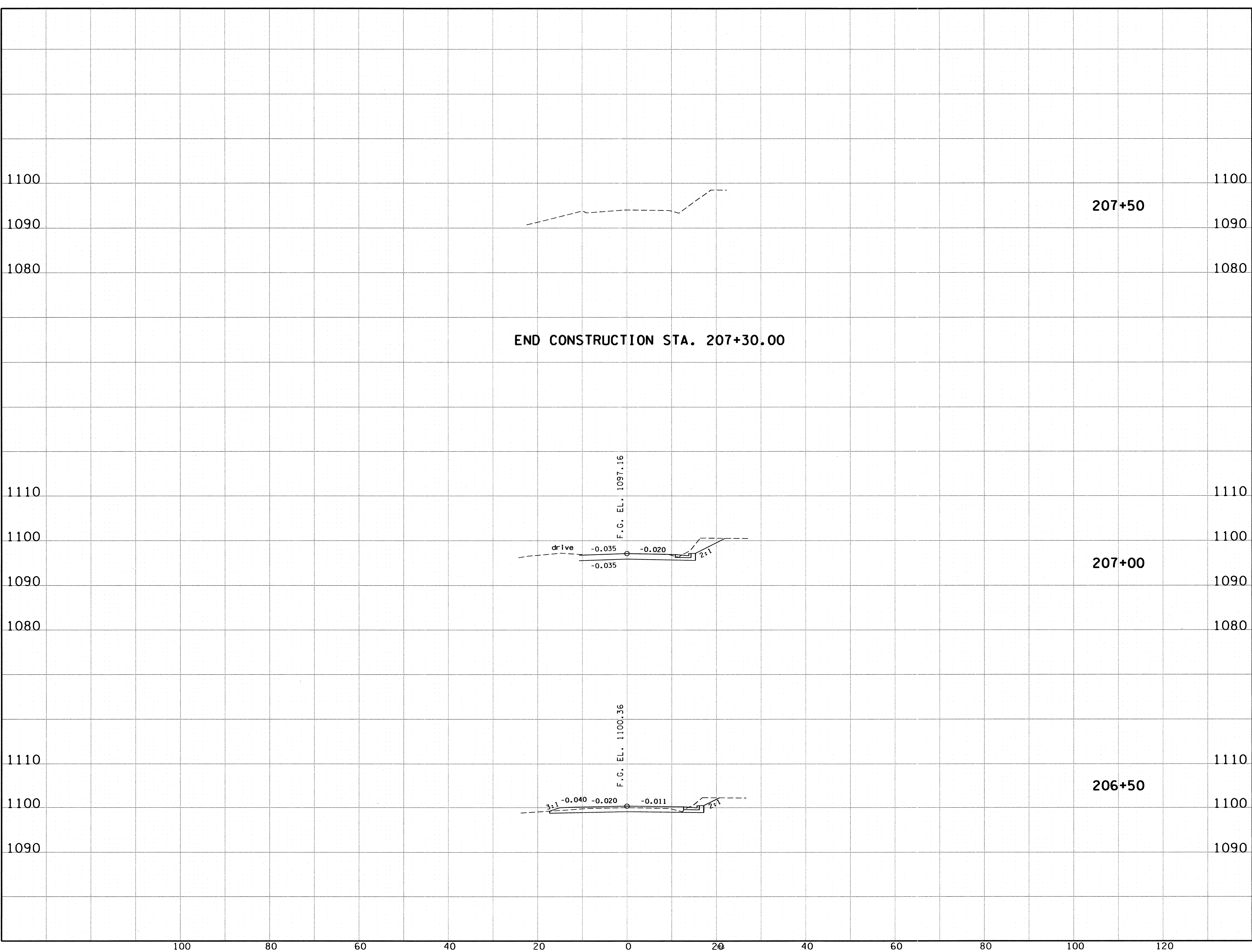
PROJECT:
BOB GRAY ROAD AT BOB KIRBY ROAD
INTERSECTION IMPROVEMENTS

ROADWAY CROSS-SECTIONS
BOB KIRBY ROAD

	CCI PROJECT NO.	263-0065
	DATE	5-24-12
	P.M.	ALC
	DRAWN	TRANS.

XS1.05

SCALE: 1" = 10'



R.O.W. PLANS

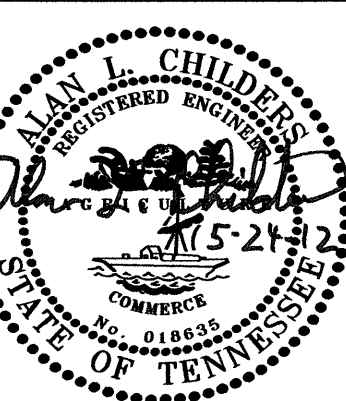
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INTERSECTION IMPROVEMENTS

ROADWAY CROSS-SECTIONS
BOB KIRBY ROAD

CCI PROJECT NO.	263-0065
DATE	5-24-12
P.M.	ALC
DRAWN	TRANS.
O.C.	



XS1.06

AGENDA COMMITTEE MEETING

14.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the right of way acquisitions necessary as part of the Beaver Ridge Road Sidewalk Improvement Project (21 tracts) as referenced in the Urban Engineering Inc. plans.

(Engineering and Public Works)

Attachments

Beaver Ridge Road sidewalk

UTILITIES:

WATER & SEWER:

WEST KNOX UTILITY DISTRICT
WAYNE HASTINGS
2328 LOVELL ROAD
KNOXVILLE, TN 37932
865-690-2521

POWER:

LENOIR CITY UTILITIES BOARD
MITCH LEDBETTER - JAY HINES
P.O. BOX 449
LENOIR CITY, TN 37771
865-986-6591

POWER:

KNOXVILLE UTILITIES BOARD
GABE BOLAS
P.O. BOX 59017
KNOXVILLE, TN 37950
865-558-2511

GAS:

KNOXVILLE UTILITIES BOARD
MIKE BOWDEN
P.O. BOX 59017
KNOXVILLE, TN 37950
865-558-2511

TELEPHONE:

BELL SOUTH
WALTER PRIMM
9733 PARKSIDE DRIVE
KNOXVILLE, TN 37922
865-862-5060

CABLE TELEVISION:

COMCAST COMMUNICATIONS
ANSIL SUFFRIDGE
5720 ASHEVILLE HWY
KNOXVILLE, TN 37924
865-862-5060

LEGEND:

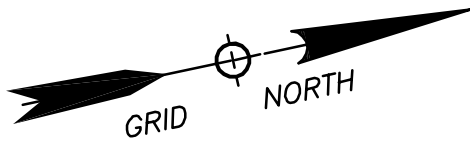
- (IP(0))
FENCELINE
SIGN
UTILITY POLE
FIRE HYDRANT
WATER VALVE
SHRUBS
CATCH BASIN
WATER METER
SANITARY SEWER MANHOLE
MAILBOX
LAMP
SEWER VALVE
TREE
6" THERMOPLASTIC CROSSWALK
PROP. TYPE 'U' EW
PROP. NO. 3 M.H.
PROP. TYPE 'L' EW
SURVEY CONTROL

NOTES:

- ALL EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IDENTIFIED IN THIS SWPPP WILL BE INSTALLED AS RECOMMENDED IN THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
- TOPSOIL WILL BE REMOVED AND EITHER TEMPORARILY STOCKPILED FOR LATER REDISTRIBUTION OR IMMEDIATELY UTILIZED FOR FINAL COVER. CLEARING AND GRUBBING WILL BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION. TOPSOIL PILES WILL BE TEMPORARILY SEEDED.
- SEDIMENT WILL BE REMOVED FROM SILT FENCE, ROCK CHECK DAMS, HAY BALE TRAPS, AND TEMPORARY SEDIMENT TRAPS BEFORE THE DESIGN CAPACITY OF THE STRUCTURE HAS BEEN REDUCED BY SOIL, LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER WILL BE PICKED UP PRIOR TO ANTICIPATED STORM EVENTS, OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES. AFTER USE, SILT FENCES WILL BE REMOVED TO PREVENT THEM FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT WILL BE REPLACED AT THE END OF THE WORKDAY.
- IN ACCORDANCE WITH THE TNCP, INSPECTIONS BY THE CONTRACTOR WILL BE PERFORMED BY QUALIFIED PERSONNEL AT LEAST TWICE EVERY CALENDAR WEEK. INSPECTIONS WILL BE AT LEAST 72 HOURS APART. INSPECTIONS WILL INCLUDE DISTURBED AREAS OF THE CONSTRUCTION SITE, AREAS USED FOR STORAGE OF MATERIALS EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE, AND EACH OUTFALL POINT. BASED ON INSPECTION RESULTS, MODIFICATIONS OR REPAIRS TO EXISTING CONTROL MEASURES WILL BE MADE BEFORE THE NEXT RAIN EVENT IF POSSIBLE, BUT WITHIN 7 DAYS AFTER THE NEED IS IDENTIFIED. INSPECTION DOCUMENTS WILL BE MAINTAINED ON SITE AND MADE AVAILABLE UPON REQUEST.
- STABILIZATION WILL BE ACCOMPLISHED AS SOON AS PRACTICABLE AFTER ATTAINMENT OF FINAL GRADE AND NO LATER THAN SEVEN DAYS AFTER ATTAINING FINAL GRADE. WHERE EARTH-DISTURBING ACTIVITY HAS TEMPORARILY CEASED, TEMPORARY STABILIZATION WILL BE APPLIED WITHIN SEVEN DAYS IF THE ACTIVITY WILL NOT RESUME WITHIN FIFTEEN DAYS. THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, THE DATES WHEN THE CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED WILL BE RECORDED AND MAINTAINED ON THE SITE. STABILIZATION METHODS MAY INCLUDE SEED AND MULCH, OR SEED AND EROSION CONTROL BLANKETS.

NOTES (CONT.):

- UNLESS OTHERWISE NOTED, WHERE PROPOSED WALK INTERSECTS EXISTING ROADS OR COMMERCIAL DRIVES, LOWER PROPOSED WALK TO MATCH THE ELEVATION OF THE EXISTING ASPHALT. REMOVE SUFFICIENT LENGTH OF EXISTING CURB TO INSTALL PROPOSED WALK AND TAPER TOP OF CURB AT A 30(MAX.) ANGLE (RELATIVE TO GROUND SLOPE) UNTIL IT MATCHES EXISTING CURB. INSTALL TRUNCATED DOMES AT ALL LOCATIONS.
- ALL EXISTING SIDEWALK ALONG BEAVER RIDGE ROAD TO BE REMOVED AND DISPOSED OF; PAID FOR UNDER REMOVAL OF OBSTRUCTIONS.
- SEE EROSION CONTROL PLANS FOR LOCATIONS OF TEMPORARY AND PERMANENT STABILIZATION MEASURES.
- ADDITIONAL 12" CMP STORM DRAIN TO BE ADDED (TRACTS 1&2). AS DIRECTED BY THE ENGINEER (UP TO 40 L.F.) AND PAID FOR UNDER ITEM NO. 607-37.30. PIPES ARE TO BE MITERED TO CONFORM TO FINISHED SLOPES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER WHEN PLAN GRADES HAVE BEEN ACHIEVED (PRIOR TO INSTALLING STONE).



OWNER:
KNOX COUNTY ENGINEERING & PUBLIC WORKS
205 W. BAXTER AVENUE
KNOXVILLE, TN 37917
CONTACT: JIM SNOWDEN
PHONE: (865) 215-5808
FAX: (865) 215-5810

ENGINEER:
URBAN ENGINEERING, INC.
11852 KINGSTON PIKE
FARRAGUT, TENNESSEE 37934
(865) 966-1924

Number	Length	Line Direction
L1	5.59	S8° 26' 40"W
L2	10.33	S11° 15' 40"E
L3	20.06	N44° 28' 19"E
L4	37.99	S88° 13' 58"E
L5	4.24	N79° 25' 45"E
L5A	6.60	N37° 24' 46"E
L6	11.98	S87° 21' 37"E
L7	53.54	S80° 03' 58"E
L8	37.74	S89° 38' 38"E

Number	Radius	Length	Chord Direction	Chord Length	Curve Start	Curve End
C1	724.03	71.52	N17° 59' 15"E	71.49	4+81.01	5+52.54
C2	25.00	5.77	N14° 12' 04"E	5.76	5+52.54	5+58.31
C5	17.50	17.19	N72° 36' 51"E	16.51	0+05.56	0+22.75
C6	37.50	19.79	N29° 21' 10"E	19.56	0+42.81	0+62.60
C7	50.00	10.77	N85° 35' 53"E	10.75	4+00.98	4+11.75
C8	5.79	4.25	N58° 25' 15"E	4.15	4+15.99	4+20.24
C8A	15.00	14.46	N65° 01' 35"E	13.91	4+26.84	4+41.29
C9	202.50	25.78	S83° 42' 47"E	25.76	4+53.28	4+79.06
C10	102.50	17.13	S84° 51' 18"E	17.11	5+32.60	5+49.73
C11	102.50	10.17	S86° 48' 04"E	10.17	5+87.47	5+97.64

EASEMENT ACQUISITION TABLE											
TRACT NO.	PROPERTY OWNER	COUNTY RECORDS				TOTAL AREA (AC)	AREA TO BE ACQUIRED	AREA REMAINING (AC)	EASEMENT (S.F.)		
		TAX MAP NO.	PARCEL	DEED BK	PAGE				PERM. DRAINAGE	SLOPE	CONST.
1	TIMOTHY JONES	090	032	20111227	0034801	10.653	1181 S.F.	10.63	152	330	882

PROPOSED SIDEWALK
FOR BEAVER RIDGE ROAD

PRESENT AND
PROPOSED LAYOUTS

DESIGNED BY: CAS	CHECKED BY: CAS	SCALE: 1"=40'	SHEET THREE NO. 3 OF TWENTY FIVE SHEETS
DRAWN BY: BDS	DATE: 3/12/12	FILE NO.: 1012048	

UTILITIES:

WATER & SEWER:

WEST KNOX UTILITY DISTRICT
WAYNE HASTINGS
2328 LOVELL ROAD
KNOXVILLE, TN 37932
865-690-2521

POWER:

LENOIR CITY UTILITIES BOARD
MITCH LEDBETTER - JAY HINES
P.O. BOX 449
LENOIR CITY, TN 37771
865-986-6591

POWER:

KNOXVILLE UTILITIES BOARD
GABE BOLAS
P.O. BOX 59017
KNOXVILLE, TN 37950
865-538-2511

GAS:

KNOXVILLE UTILITIES BOARD
MIKE BOWDEN
P.O. BOX 59017
KNOXVILLE, TN 37950
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TELEPHONE:

BELL SOUTH
WALTER PRIMM
9733 PARKSIDE DRIVE
KNOXVILLE, TN 37922
865-862-5060

CABLE TELEVISION:

COMCAST COMMUNICATIONS
ANSIL SUFFRIDGE
5720 ASHEVILLE HWY
KNOXVILLE, TN 37924
865-862-5060

LEGEND:

- (R) IRON PIN (FOUND)
- FENCELINE
- SIGN
- UTILITY POLE
- FIRE HYDRANT
- WATER VALVE
- SHRUBS
- CATCH BASIN
- WATER METER
- SANITARY SEWER MANHOLE
- MAILBOX
- LAMP
- SEWER VALVE
- TREE
- 6" THERMOPLASTIC CROSSWALK
- PROP. TYPE 'U' EW
- PROP. NO. 3 M.H.
- PROP. TYPE 'L' EW
- PROP. TYPE 42 CB
- SURVEY CONTROL

NOTES:

- ALL EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES IDENTIFIED IN THIS SWPPP WILL BE INSTALLED AS RECOMMENDED IN THE TENNESSEE EROSION AND SEDIMENT CONTROL HANDBOOK.
- TOPSOIL WILL BE REMOVED AND EITHER TEMPORARILY STOCKPILED FOR LATER REDISTRIBUTION OR IMMEDIATELY UTILIZED FOR FINAL COVER. CLEARING AND GRUBBING WILL BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION. TOPSOIL PILES WILL BE TEMPORARILY SEEDED.
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- IN ACCORDANCE WITH THE TNCP, INSPECTIONS BY THE CONTRACTOR WILL BE PERFORMED BY QUALIFIED PERSONNEL AT LEAST TWICE EVERY CALENDAR WEEK. INSPECTIONS WILL BE AT LEAST 72 HOURS APART. INSPECTIONS WILL INCLUDE DISTURBED AREAS OF THE CONSTRUCTION SITE, AREAS USED FOR STORAGE OF MATERIALS EXPOSED TO PRECIPITATION, STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE, AND EACH OUTFALL POINT. BASED ON INSPECTION RESULTS, MODIFICATIONS OR REPAIRS TO EXISTING CONTROL MEASURES WILL BE MADE BEFORE THE NEXT RAIN EVENT IF POSSIBLE, BUT WITHIN 7 DAYS AFTER THE NEED IS IDENTIFIED. INSPECTION DOCUMENTS WILL BE MAINTAINED ON SITE AND MADE AVAILABLE UPON REQUEST.

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NOTES (CONT.):

- UNLESS OTHERWISE NOTED, WHERE PROPOSED WALK INTERSECTS EXISTING ROADS OR COMMERCIAL DRIVES, LOWER PROPOSED WALK TO MATCH THE ELEVATION OF THE EXISTING ASPHALT. REMOVE SUFFICIENT LENGTH OF EXISTING CURB TO INSTALL PROPOSED WALK AND TAPER TOP OF CURB AT A 30(MAX.) ANGLE (RELATIVE TO GROUND SLOPE) UNTIL IT MATCHES EXISTING CURB. INSTALL TRUNCATED DOMES AT ALL LOCATIONS.

- ALL EXISTING SIDEWALK ALONG BEAVER RIDGE ROAD TO BE REMOVED AND DISPOSED OF; PAID FOR UNDER REMOVAL OF OBSTRUCTIONS.

- SEE EROSION CONTROL PLANS FOR LOCATIONS OF TEMPORARY AND PERMANENT STABILIZATION MEASURES.

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EASEMENT ACQUISITION TABLE

TRACT NO.	PROPERTY OWNER	COUNTY RECORDS					TOTAL AREA (AC)	AREA TO BE ACQUIRED	AREA REMAINING (AC)	EASEMENT (S.F.)		
		TAX MAP NO.	PARCEL	DEED BK	PAGE					PERM. DRAINAGE	SLOPE	CONST.
2	PETER & NANCY LESSLIE	090	033	20041019	0033016		0.85				446	955
3	TIMOTHY & POLLYANA SUMNER	078-P-C	002	20030910	0030481		0.32				108	136
4	JEFFREY GINSBURG	078-P-C	001	20041203	0045557		0.29				643	438
5	ROBERT & SHERRI WADE	078-P-C	021	19991228	0047658		0.22				365	454
6	KELLY & YARDLEY SCARBROUGH	078-P-C	020	19990805	0010799		0.21				105	396
7	KATHRYN BEAM	078-P-C	017	20031105	0050778		0.26				96	495
8	JOHN MASON	078-P-C	016	19990630	0210074		0.27				107	499
9	BOBBY & RUBY SNODERLY	078-P-E	027	20020226	0069905		0.34				156	369
10	RICHARD & CONSONY STOVALL	078	17605	20080630	0098275		4.87				88	304
11	KEITH & KIMBERLY COFER	078-P-D	037	20020205	0064074		0.32				777	551
12	JOHN MASON	078-P-D	03701	20020205	0064113		0.29				372	794
13	JOHN & LOIS BAKER	078-P-B	035	20010625	0091125		0.19				244	

PROPOSED SIDEWALK
FOR BEAVER RIDGE ROAD

PRESENT AND
PROPOSED LAYOUTS

DESIGNED BY:

CAS

CHECKED BY:

CAS

SCALE:

1"=40'

SHEET FOUR

NO. 4

OF TWENTY FIVE SHEETS

UTILITIES:

WATER & SEWER:

WEST KNOX UTILITY DISTRICT
WAYNE HASTINGS
2328 LOVELL ROAD
KNOXVILLE, TN 37932
865-690-2521

POWER:

LENOIR CITY UTILITIES BOARD
MITCH LEDBETTER - JAY HINES
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LEGEND:

- (X) IRON PIN (FOUND)
FENCELINE
SIGN
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FIRE HYDRANT
WATER VALVE
SHRUBS
CATCH BASIN
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TREE
6" THERMOPLASTIC CROSSWALK
SURVEY CONTROL

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11852 KINGSTON PIKE
FARRAGUT, TENNESSEE 37934
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PROPOSED SIDEWALK
FOR BEAVER RIDGE ROAD

PRESENT AND
PROPOSED LAYOUTS

DESIGNED BY: CAS	CHECKED BY: CAS	SCALE: 1"=40'	SHEET FIVE NO. 5
DRAWN BY: BDS	DATE: 3/12/12	FILE NO.: 1012048	OF TWENTY FIVE SHEETS

Number	Length	Line Direction
L20	2.27	S82° 13' 44"E
L20A	18.30	S84° 51' 59"E
L21	21.51	N65° 44' 12"E
L22	5.49	N64° 17' 14"E
L23	12.68	N52° 35' 26"E
L24	9.83	S55° 48' 22"E
L25	26.40	S6° 42' 43"E
L26	3.92	N83° 17' 17"E
L27	15.48	S45° 51' 56"E
L28	8.90	S27° 01' 44"E
L29	34.69	N84° 12' 34"E
L30	0.60	N58° 08' 48"E
L31	14.20	N63° 57' 04"E
L31A	38.54	N71° 57' 14"E
L32	9.38	S16° 51' 02"E
L33	14.79	S32° 59' 43"E

MATCHLINE STA. 3+00
SEE THIS SHEET

MATCHLINE STA. 27+50
SEE SHEET 4

* INSTALL 5' WALK (ATTACHED TO
BEAVER RIDGE ROAD) BETWEEN
DRIVEWAYS 5 & 6.

INGLES MARKETS INCORPORATED
PLAT INST. 200004060022845
DEED INST. 199906210206869
(7464 OAK RIDGE HWY)

W C DEVELOPMENT G P
PLAT INST. 200905080072273
(0 BEAVER RIDGE RD)

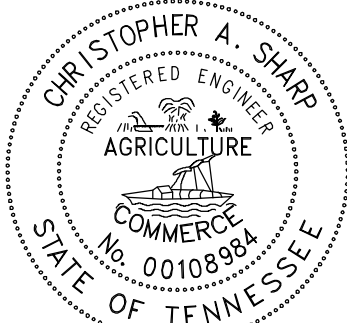
TRACT NO. 21
FSG BANK NATIONAL ASSOCIATION
PLAT INST. 200905080072273
DEED INST. 201112080031478
(0 BEAVER RIDGE RD)

OAK RIDGE HWY (S.R. 61)

INSET 'A'
1"=10'

R.O.W. DETAIL-TRACT 16
1"=20'

Number	Radius	Length	Chord Direction	Chord Length	Curve Start	Curve End
C35	77.50	19.12	S89° 17' 47"E	19.07	30+06.90	30+26.02
C36	77.50	18.70	S89° 08' 30"E	18.66	30+28.29	30+46.99
C39	27.50	9.40	N74° 04' 58"E	9.36	34+39.39	34+48.79
C40	27.50	9.38	N74° 03' 15"E	9.33	34+54.29	34+63.66
C41	17.50	9.54	N68° 12' 21"E	9.42	35+35.02	35+44.56
C42	10.00	5.52	N68° 24' 00"E	5.45	35+57.24	35+62.76
C43	10.00	6.98	S75° 47' 54"E	6.84	35+97.45	36+04.43
C44	10.00	8.57	S31° 15' 32"E	8.31	36+14.25	36+22.82
C45	7.50	11.78	S51° 42' 43"E	10.61	36+49.22	36+61.01
C46	12.50	11.09	S71° 17' 20"E	10.73	36+64.93	36+76.02
C47	27.50	9.04	S36° 26' 50"E	9.00	36+91.50	37+00.54
C48	20.00	8.91	N70° 54' 22"E	8.83	0+00.60	0+09.51
C49	47.50	16.34	N73° 48' 30"E	16.26	0+92.32	1+08.66
C49A	100.00	33.38	N73° 30' 53"E	33.23	1+22.86	1+56.25
C49B	80.00	15.53	N77° 30' 59"E	15.51	1+56.25	1+71.78
C50	20.00	4.85	N78° 53' 46"E	4.83	2+10.32	2+15.16
C51	16.00	14.33	N36° 31' 13"E	13.86	5+94.95	6+09.28
C52	50.00	14.09	S24° 55' 23"E	14.04	1+35.89	1+49.98
C53	50.00	14.54	S25° 10' 59"E	14.49	1+11.97	1+26.51



AGENDA COMMITTEE MEETING

15.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an equipment rental services contract with_____ for the use of various roadway construction equipment items.
(Engineering and Public Works)

AGENDA COMMITTEE MEETING

16.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Rogers Group, Inc. for the provision of hot mix hauling placement, sidewalk and curbing.

(Engineering and Public Works)

AGENDA COMMITTEE MEETING

17.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resoution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$1,400.00 with David K. Henry for the right of way acquisition, slope and construction easements on agricultural property located on Conner Road (Tract 5) as part of the Conner road Bridge Replacement and Road Improvement Project.

(Engineering and Public Works)

Attachments

Tract 5 David Henry



Vaughn & Melton

Engineering • Surveying

1909 Ailor Avenue
Knoxville, Tennessee 37921
Tel: (865) 546-5800
Fax: (865) 546-4714
www.vaughnmelton.com

May 24, 2012

Jim Snowden
Deputy Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

Subject: Conner Road Bridge Replacement Over Bull Run Creek Tract 5 David K. Henry
State Project: 47LPLM-FO 002
Federal Project BRZE-4700(5)

Dear Mr. Snowden,

This letter is to constitute the distribution of a check in the amount of \$1,400 to B Gail Howell Attorney at Law for the closing of the acquired Fee Simple, Temporary Construction Easement, and Slope Easement on Tract 5 owned by David K. Henry. A copy of the W9 document will be provided to the Closing Attorney to be attached to the closing documents by the attorney.

Thank you.

Sincerely,
VAUGHN & MELTON CONSULTING ENGINEERS, INC.

Danl Hall, P.E., P.L.S.

CC
B Gail Howell Attorney at Law

Middlesboro, KY • London, KY • Greeneville, TN • Knoxville, TN • Asheville, NC • Charlotte, NC • Spartanburg, SC



TO: Jim Snowden Deputy Director Knox County Engineering and Public Works		DATE: 5/10/12	JOB NO: 51120-61
		ATTN: Jim Snowden	
		RE: David Henry - Tract 5 Knox County Connors Rd @ Bull Run Creek	
		BRZ 4700 50 PIN 107701.00	
WE ARE SENDING YOU <u> x </u> ATTACHED <u> </u> UNDER SEPARATE COVER VIA <u> </u> THE FOLLOWING ITEMS:			
<u> </u> SHOP DRAWINGS <u> </u> PRINTS <u> </u> PLANS <u> </u> SAMPLES <u> </u> SPECIFICATIONS			
<u> </u> COPY OF LETTER <u> </u> CHARGE ORDER <u> </u>			
COPIES	DATE	NO.	DESCRIPTION
	5/10/12	1	Negotiators Report of Call
	5/10/12	2	Offer To Acquire Real Property with NPP Summary
	5/10/12	3	Agreement of Sale with Legal Description and Map
THESE ARE TRANSMITTED as checked below:			
<u> </u> FOR APPROVAL <u> </u> APPROVED AS SUBMITTED <u> </u> RESUBMIT <u> </u> COPIES FOR APPROVAL			
<u> x </u> FOR YOUR USE <u> </u> APPROVED AS NOTED <u> </u> SUBMIT <u> </u> COPIES FOR DISTRIBUTION			
<u> x </u> AS REQUESTED <u> </u> RETURNED FOR CORRECTIONS <u> </u> RETURN <u> </u> CORRECTED PRINTS			
<u> </u> FOR REVIEW AND COMMENT <u> </u>			
<u> </u> FOR BIDS DUE <u> </u> <u> </u> PRINTS RETURNED AFTER LOAN TO US			
REMARKS: David Henry has accepted the offer and is ready to proceed with closing.			
COPY TO: File		SIGNED: Danl Hall, P.E., R.L.S.	

NEGOTIATORS REPORT OF CALL

STATE PROJECT: 47PLM-F2-003
FEDERAL PROJECT: BRZE 4700 (50)

COUNTY: Knox
TRACT#:5

OWNER: Keith Henry Trust% David Henry
ADDDRESS: 68 Outer Dr. Oak Ridge Tn. 37830
RACE: White
OWNER/TENANT: Owner
PHONE NO.Cell 865-705-2996
HOME PHONE NO. See above

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH THE 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 AND DATED.

INITIAL CONTACT

NEGOTIATOR Ryan Henley DATE OF CONTACT 5/9/12

REAL PROPERTY OFFER

	NO UNECONOMIC REMNANT	WITH UNEC. REMNANT
A. PURCHASES IMPROVEMENTS:	\$1,400	N/A
B. OWNER RETAINS IMPROVEMENTS:	N/A	N/A

OWNER RETENTION EXPLAINED: YES NO N/A X
OWNER INTERESTED IN RETAINING: YES NO N/A X
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED: YES X NO N/A
FAIR MARKET VALUE DETERMINATION EXPLAINED: YES X NO N/A

THE FOLLOWING ITEMS WERE GIVEN TO THE PROPERTY OWNER: ROW Brochure, Legal Description, Strip Maps showing ROW and Construction, Agreement of Sale, Offer to Acquire Real Property, nominal Payment Parcel Form, and Initial Contact Form.

COMMENTS

Mr. David Henry was contacted at the property on Conner Rd as appointment on March 20, 2012 at 1200 pm. He was provided a full size strip map of the project area for parcel 5. He had received the documents mailed and had a copy of all information with him. The heirs and title were discussed. His mother is alive and lives with him in Oak Ridge. The trust was establish by his father with David to have control and can sell the properties under the trust for his mother's living expenses and upkeep and after her death, the heirs listed in the title report will have their interest to be paid to each as appropriate from her estate.

The heirs listed were confirmed as the living heirs and the location of the heirs was confirmed as one sister in Wisc. And the second in Vermont. The grandson has lived in Wisc. He has completed law school and passed the bar exam and does travel between both Wisc. and Kentucky. At present he is interviewing for an attorney position in Kentucky. David advised he would contact the individuals if required but did confirm, again, that he has the property until his mother is deceased and can execute the deed for the Fee, Slope and TCE required.

He is retired from Oak Ridge Lab. and now does hauling and construction work with his dump truck and tractors. He works part time about two weeks a month. The location of the road was discussed and he desired to walk the property were the bridge was to be constructed. The remainder of the land will have access both at the field entrance near the end of the bridge construction and at the existing gravel pull off on Brushy Valley RD frontage at the corner with Conner RD. He desired to be paid for the land and signed the initial contact form. He was advised that we, Mr. Ryan Henely or myself, would be in contact when the County has approved a Just Compensation offer for the area presented. The closing of the parcel, if an option is executed would be done by Ms. Gail Howell.

March 20, 2012 Neal C. Whetsel Jr, Principal ROW Agent.

Mr. David Henry was contacted at the property on Conner Rd as appointment on May 9, 2012 at 4:00pm. We discussed the construction plans in detail and Mr. Henry was satisfied that everyone confirmed the current grade at his field entrance would be the same after construction. He was provided the Nominal Payment Parcel form with the signatures of approval from the county as well as the Offer to Acquire Real Property form and felt the offer was acceptable compensation. He signed the Agreement of Sale and was given a copy of all documents. Mr. Henry confirmed he was the trustee and still had full authority to execute the deed due to the fact his mother is still alive.

May 9, 2012 Ryan Henley, ROW Agent

OFFER TO ACQUIRE REAL PROPERTY

DATE: April 19, 2012

STATE PROJECT: 47LM-F2-003 COUNTY/S: Knox (PIN 107701.00)

FEDERAL PROJECT: BRZE 4700 (50) TRACT #: 5

OWNER/S: Keith Henry c/o David Henry

THE FOLLOWING OFFER IS NOT LESS THAN THE APPROVED APPRAISAL OF THE FAIR MARKET
VALUE OF THE PROPERTY INCLUDING, WHERE APPLICABLE, DAMAGES TO THE REMAINDER.
THIS OFFER DOES ☐ DOES NOT ☒ INCLUDE PAYMENT FOR THE PURCHASE OF ONE OR
MORE UNECONOMIC REMAINDERS.

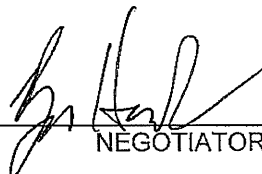
	A IMPROVEMENTS ACQUIRED	B IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$1,238.76	<u>SAME AS A</u>
PERMANENT DRAINAGE EASEMENT	\$0	<u>SAME AS A</u>
IMPROVEMENTS	\$0	\$0
DAMAGES/BENEFITS	\$0	<u>SAME AS A</u>
SLOPE EASEMENT	\$43.04	<u>SAME AS A</u>
TEMPORARY CONSTRUCTION EASEMENT	\$75.55	<u>SAME AS A</u>
APPROVED COMPENSATION	\$0	\$0
UTILITY ADJUSTMENT	\$0	<u>SAME AS A</u>
GRAND TOTAL (ROUNDED)	\$1,400.00	\$0
RESIDENTIAL	N/A	
BUSINESS RELOCATION	N/A	

THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS: N/A

THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE
OWNED BY OTHERS: N/A

THE ORIGINAL OF THE FORM WAS DELIVERED TO DAVID HENRY

ON May 9, 2012.



NEGOTIATOR

"THIS IS NOT AN APPRAISAL"
Conner Rd. Bridge Replacement Over Bull Run Creek
Knox County Engineering and Public Works Department

NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)

1. NAME OF PROPERTY OWNER: Keith Henry Heirs c/o David Henry
STREET ADDRESS: 68 Outer Dr.
CITY, STATE, ZIP CODE: Oak Ridge TN 37830 4065
TELEPHONE #: 865.483.3592 Cell 865.705.2996

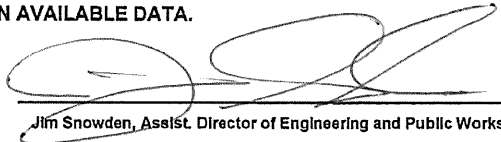
2. (AREA(S) OF INTERESTS ACQUIRED: FEE: 6,882 ft² DRAINAGE EASEMENT: N/A
CONSTRUCTION EASEMENT: 1,399 ft² CUT / FILL SLOPES: 797 ft²

3. AMOUNT DUE OWNER (\$7788.51/Acre \$0.18/ ft²)
A. LAND ACQUIRED: \$1,238.76
PERMANENT DRAINAGE EASEMENT ACQUIRED: N/A
TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: \$75.55
SLOPE EASEMENT ACQUIRED: \$43.04
TOTAL: \$1,357.35

B. IMPROVEMENTS ACQUIRED:
UTILITY ADJUSTMENTS:

C. AMOUNT TO BE OFFERED THE OWNER: \$1,400 (Rounded)
THIS TOTAL IS BASED UPON AVAILABLE DATA.

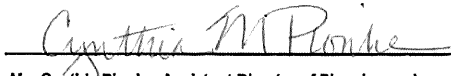
PREPARED BY:


Jim Snowden, Asst. Director of Engineering and Public Works

4-16-12

Date

D. APPROVED FOR ACQUISITION:


Ms. Cynthia Pionke, Assistant Director of Planning and
Development for Engineering and Public Works

Apr 13, 2012
Date

4. REMARKS: (PIN # 107701.00)

STATE PROJ. NO.: 47LPLM-F2-003
FEDERAL PROJ. NO.: BRZE 4700(50)

COUNTY: Knox

TRACT NO.: 5

PREPARED BY: Jim Snowden

AGREEMENT OF SALE

STATE PROJECT 47LM-F2-003 COUNTY/S Knox (PIN 107701.00)

FEDERAL PROJECT BRZE 4700 (50) TRACT # 5

This agreement entered into on this the 9TH day of May, 20 12 between Keith Henry 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 5 on the right-of-way plan for the above referenced project upon Knox County tendering the purchase price of \$1,400.00, 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 to Knox County. 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 \$0 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

David K Henry
(SELLERS)

(SELLERS)

TRACT NO. 5
LEGAL DESCRIPTIONS

SITUATED in District Six (6) of Knox County, Tennessee, and being more particularly described as follows:

Legal Description Proposed Right-of-Way Tract No. 5
Keith Henry % David Henry

Commencing at the Point of beginning, point being 22.99 feet left of Sta. 16+48.56 of Conner Road, thence along the western existing right of way South 52 deg. 30 min. 09 sec. East a distance of 25.17 feet; thence with a curve to the right, said curve having a radius of 60.00 feet and an arc length of 29.56 feet; thence South 24 deg. 16 min. 37 sec. East a distance of 69.47 feet; thence South 27 deg. 43 min. 51 sec. East a distance of 58.79 feet; thence South 31 deg. 39 min. 06 sec. East a distance of 73.42 feet; thence leaving the existing right of way along the proposed right of way line South 59 deg. 37 min. 08 sec. West a distance of 9.76 feet; thence North 30 deg. 22 min. 52 sec. West a distance of 80.13 feet; thence with a curve to the left, said curve having a radius of 293.31 feet and an arc length of 64.38 feet; thence South 47 deg. 02 min. 36 sec. West a distance of 15.00 feet; thence with a curve to the left, said curve having a radius of 278.31 feet and an arc length of 46.09 feet; thence North 52 deg. 26 min. 35 sec. West a distance of 49.59 feet; thence along the southern property line North 38 deg. 20 min. 45 sec. East a distance of 62.99 feet to the Point of Beginning.

Containing 0.158 acres, more or less.

SLOPE EASEMENT

Being a parcel of land lying outside and adjacent to the western proposed right of way line of Conner Road extending from a point located 40.00 feet right of the centerline Sta. 17+33.58 to a point located 25.00 feet right of centerline Sta. 18+52.92 and varying in width from 0.00 feet to 16.9 feet, more or less

Containing 797 square feet, more or less in.

By this instrument the grantors hereby convey an easement for construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed remains the property of the grantors. This easement shall terminate upon the construction of the project.

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the proposed slope easement of Conner Road and extending from a point located 40.00 feet right of the centerline Sta. 16+99.29 to a point located 25.0 feet right of centerline Sta. 18+77.35 and being 10.00 feet in width, more or less

Containing 1,399 square feet, more or less.

By this instrument the grantors hereby convey an easement for working area outside the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the Knox County Engineering and Public Works, its contractors or its assigns for a period of 2 ½ years from and after the commencement of construction.

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA ACRES		AREA TO BE ACQUIRED ACRES		AREA REMAINING ACRES		EASEMENT (SQUARE FEET)					
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE	PAGE	LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM. DRAINAGE	SLOPE	CONST.	
1	STEVEN AND RHONDA HACKNEY	36	61	1664	547			0.605			0.605						
2	RAY COX	36	60	2007024	0006546	2650 S.F.	18,939	20,004	2650 S.F.	0.173	0.281	19,166			2302	2316	
3	JOE AND DOROTHY LEINHART	36	76	2000048	0022609	1278.650	51,440	51,440	431 S.F.			1270.950	51,440		885	1855	
4	JOE LEINHART JR.	36	76	2000048	0022609	51,440		51,440									
5	KEITH M. HENRY & DAVID K. HENRY	36	75	1065	550	1432 S.F.	1,968	2,001	1432 S.F.	0.125	0.158	1,943			797	1399	
6	ERIC L. HOLCOMB	36	73	26-3	550	39,700		39,700	1238 S.F.			39,672			0.114 AC	0.114 AC	2281
7	STEPHANIE WALKER	36	74	2000030	0027433	2,100	2,100	2,100									

BEGIN PROJECT
STA. 10+00.00
N 643690.8160
E 2552187.9040

END PROJECT
STA. 20+06.76
N 643137.2680
E 2552979.4715

TRACT ①
STEVEN AND RHONDA
HACKNEY

TRACT ②
RAY COX

TRACT ③
JOE AND DOROTHY
LEINHART

TRACT ④
JOE LEINHART JR.

TRACT ⑤
ERIC L. HOLCOMB

TRACT ⑥
STEPHANIE WALKER

TRACT ⑦
KEITH HENRY
DAVID HENRY

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AGENDA COMMITTEE MEETING

18.

Meeting Date: 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement of sale in the amount of \$250.00 with Dorothy Leinart for the right of way acquisition, slope and construction easements on agricultural property located on Conner Road (Tract 3) as part of the Conner Road Bridge Replacement and Road Improvement Project.

(Engineering and Public Works)

Attachments

Leinart tract



Vaughn & Melton

Engineering • Surveying

1909 Ailor Avenue
Knoxville, Tennessee 37921
Tel: (865) 546-5800
Fax: (865) 546-4714
www.vaughnmelton.com

May 29, 2012

Jim Snowden
Deputy Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, Tn. 378917

Subject: Conner Rd. Bridge Replacement Over Bull Run Creek
Tract 3 Ms. Dorothy Leinart
State Project: 47LPLM-F0 002
Federal Project BRZE- 4700(5)

Dear Mr. Snowden:

This letter is to constitute the distribution of a check in the amount of \$250.00 to B. Gail Howell, Attorney At Law, for the closing of the acquired Fee Simple land, Temporary Construction Easement, and Slope Easement on Tract 3 owned by Ms. Dorothy Leinart.

A copy of an executed W9 document will not be required as the compensation is less than \$600.00.

Thank you

Danl Hall, P. E., P. L. S.

CC
B Gail Howell Attorney at Law

NEGOTIATORS REPORT OF CALL

STATE PROJECT: 47PLM-F2-003 COUNTY/S: Knox (Pin 107701.00)

FEDERAL PROJECT: BRZE 4700 (50) TRACT #: 3

OWNER: Joe and Dorothy Leinart OWNER/TENANT: POA Al Leinart son_
ADDRESS: 1080 Bull Run Valley Drive, Powell, TN 37849 WORK PHONE NO. AI 865 414 8379
RACE: HOME PHONE NO. 865 938 8244

AN ENTRY MUST BE MADE FOR EACH CONTACT WITH THE 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.

INITIAL CONTACT

NEGOTIATOR Neal C. Whetsel Jr. DATE OF CONTACT May 25, 2012

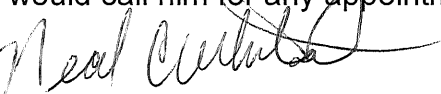
REAL PROPERTY OFFER \$250.00
NO UNECONOMIC REMNANT WITH UNEC. REMNANT
A. PURCHASES IMPROVEMENTS: N/A
B. OWNER RETAINS IMPROVEMENTS: N/A

OWNER RETENTION EXPLAINED: YES NO N/A X
OWNER INTERESTED IN RETAINING: YES NO N/A X
EFFECTS OF CONSTRUCTION ON REMAINDER EXPLAINED: YES X NO N/A
FAIR MARKET VALUE DETERMINATION EXPLAINED: YES X NO N/A
THE FOLLOWING ITEMS WERE GIVEN TO THE PROPERTY OWNER: ROW Acquisiton Booklet, Name Card
Strip Map of Project for tr 3, Construction plan sheet of drive access on Tr 5. Also, the offer to acquire and the Agreement to Sell with legal description attached.

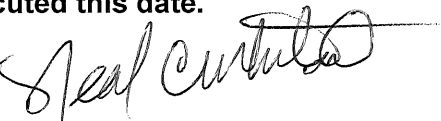
COMMENTS

Ms. Leinart contacted on 2-24-12 by phone to arrange an appoint to discuss the project. She advised her son has the POA for her and provided his phone number above to contact him for an appointment. Mr. Al Leinart was called on 2-24-12 and his message machine advised he was out of town until Monday February 27th 2012. He was contacted and arrangement for a meeting at his home at 430 pm on February 29 2012 was confirmed.

February 29 2012, Mr. Al Leinart and his wife were contacted as arranged by Mr. Ryan Henley and myself and the plans, as now exist for the bridge project, was discussed. The documents mailed to his mother were received and he has reviewed the items before this meeting. Mr. Leinart advised his mother would not donate the property was he did not see any items that would not be acceptable if the offer of Just Compensation was acceptable. He will discuss all items with his mother. He was advised that we would contact the County Agents to obtain an approved amount for the offer and it would likely be near the end of March when we would call him for any appointment.

Neal C. Whetsel Jr. Agent. 

Mr. Leinart was presented the offer both written and oral at the Office on May 25, 2012. The items noted above were present. Mr. Leinart accepted the offer as Power of Attorney for his Mother and a copy of the document is attached to the agreement to sell. He was also present the drive access profile for the access to parcel 5 as he does have an easement right to cross parcel 5 to his property. The documents were executed this date.

Neal C. Whetsel Jr. Agent 

OFFER TO ACQUIRE REAL PROPERTY

DATE: April 19, 2012

STATE PROJECT: 47LM-F2-003 COUNTY/S: Knox (PIN 107701.00)

FEDERAL PROJECT: BRZE 4700 (50) TRACT #: 3

OWNER/S: Dorothy Leinart

THE FOLLOWING OFFER IS NOT LESS THAN THE APPROVED APPRAISAL OF THE FAIR MARKET VALUE OF THE PROPERTY INCLUDING, WHERE APPLICABLE, DAMAGES TO THE REMAINDER. THIS OFFER DOES [] DOES NOT [X] INCLUDE PAYMENT FOR THE PURCHASE OF ONE OR MORE UNECONOMIC REMAINDERS.

	A	B
	IMPROVEMENTS ACQUIRED	IMPROVEMENTS RETAINED
LAND (FEE SIMPLE)	\$77.58	<u>SAME AS A</u>
PERMANENT DRAINAGE EASEMENT	\$0	<u>SAME AS A</u>
IMPROVEMENTS	\$0	\$0
DAMAGES/BENEFITS	\$0	<u>SAME AS A</u>
SLOPE EASEMENT	\$46.60	<u>SAME AS A</u>
TEMPORARY CONSTRUCTION EASEMENT	\$107.19	<u>SAME AS A</u>
APPROVED COMPENSATION	\$0	\$0
UTILITY ADJUSTMENT	\$0	<u>SAME AS A</u>
GRAND TOTAL (ROUNDED)	\$250.00	\$0
RESIDENTIAL	N/A	
BUSINESS RELOCATION	N/A	

THIS OFFER INCLUDES PAYMENT FOR THE FOLLOWING IMPROVEMENTS: N/A

THIS OFFER DOES NOT INCLUDE PAYMENT FOR THE FOLLOWING IMPROVEMENTS AS THEY ARE OWNED BY OTHERS: N/A

THE ORIGINAL OF THE FORM WAS handed TO Mr Leinart
ON 5-25-12 .


NEGOTIATOR

"THIS IS NOT AN APPRAISAL"
Conner Rd. Bridge Replacement Over Bull Run Creek
Knox County Engineering and Public Works Department

NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)

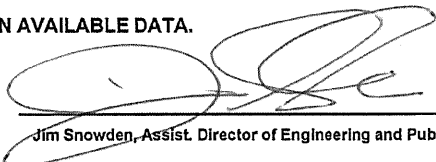
1. NAME OF PROPERTY OWNER: Ms. Dorothy Leinart c/o POA Mr. Al Leinart
STREET ADDRESS: 1080 Bull Run Valley Dr.
CITY, STATE, ZIP CODE: Powell TN 37849
TELEPHONE #: 865.414.8379 POA Contact No.

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: 431 ft² DRAINAGE EASEMENT: N/A
CONSTRUCTION EASEMENT: 1,985 ft² CUT / FILL SLOPES: 863 ft²

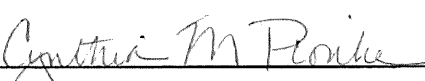
3. AMOUNT DUE OWNER (\$7,788.51/Acre \$0.18/ ft²)
 - A. LAND ACQUIRED: \$77.58
PERMANENT DRAINAGE EASEMENT ACQUIRED: N/A
TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: \$107.19
SLOPE EASEMENT ACQUIRED: \$46.60
TOTAL: \$ 231.37

 - B. IMPROVEMENTS ACQUIRED:
UTILITY ADJUSTMENTS:

 - C. AMOUNT TO BE OFFERED THE OWNER: \$250.00 (Rounded)
THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY: 
Jim Snowden, Assist. Director of Engineering and Public Works

4-16-12
Date

 - D. APPROVED FOR ACQUISITION: 
Ms. Cynthia Pionke, Assistant Director of Planning and
Development for Engineering and Public Works

Apr 13, 2012
Date

4. REMARKS: (PIN # 107701.00)

STATE PROJ. NO.: 47LPLM-F2-003
FEDERAL PROJ. NO.: BRZE 4700(50)

COUNTY: Knox

TRACT NO.: 3

PREPARED BY: Jim Snowden

TRACT NO. 3
LEGAL DESCRIPTIONS

SITUATED in District Six (6) of Knox County, Tennessee, and being more particularly described as follows:

Legal Description Proposed Right-of-Way Tract No. 3
Joe and Dorothy Leinart

Commencing at the Point of beginning, point being 15.12 feet left of Sta. 13+25.00 Conner Road, thence along the eastern proposed right of way North 10 deg. 55 min. 56 sec. East a distance of 9.88 feet; thence South 79 deg. 04 min. 04 sec. East a distance of 53.59 feet; thence with a curve to the right, said curve having a radius of 406.97 feet and an arc length of 91.62 feet to a point in the existing right of way; thence along the existing right of way North 78 deg. 54 min. 49 sec. West a distance of 20.58 feet; thence with a curve to the left, said curve having a radius of 326.56 feet and an arc length of 76.80 feet; thence North 78 deg. 54 min. 49 sec. West a distance of 28.68 feet; thence South 11 deg. 05 min. 11 sec. West a distance of 8.99 feet; thence North 78 deg. 54 min. 49 sec. West a distance of 19.09 feet to the Point of Beginning.

Containing 431 square feet, more or less.

SLOPE EASEMENT

Being a parcel of land lying outside and adjacent to the eastern proposed right of way line of Conner Road extending from a point located 25.00 feet left of the centerline Sta. 13+77.69 to a point located 29.2 feet left of centerline Sta. 14+80.33 and varying in width from 0.00 feet to 16.2 feet, more or less

Containing 863 square feet, more or less in.

By this instrument the grantors hereby convey an easement for construction of slopes outside the proposed right of way line. The land on which the slopes are to be constructed remains the property of the grantors. This easement shall terminate upon the construction of the project.

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to the proposed slope easement of Conner Road and extending from a point located 25.00 feet left of the centerline Sta. 13+25.00 to a point located 37.0 feet left of centerline Sta. 15+04.67 and being 10.00 feet in width, more or less

Containing 1,985 square feet, more or less.

By this instrument the grantors hereby convey an easement for working area outside the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the Knox County Engineering and Public Works, its contractors or its assigns for a period of 2 ½ years from and after the commencement of construction.

Ryan Henley

From: Jim Snowden [Jim.Snowden@knoxcounty.org]
Sent: Monday, April 30, 2012 9:17 AM
To: Ryan Henley
Cc: Danl L Hall; Neal C. Whetsel
Subject: RE: Conner Road Bridge - Access to Tract 4 at Creek Crossing

Ryan,

No problem, we will make sure Mr. Leinart has a driveway similar to the one he currently uses. I realize this is very steep now and will be approximately the same afterward. The existing slope at 18+50 right is proposed 2:1 and existing looks to be about the same.

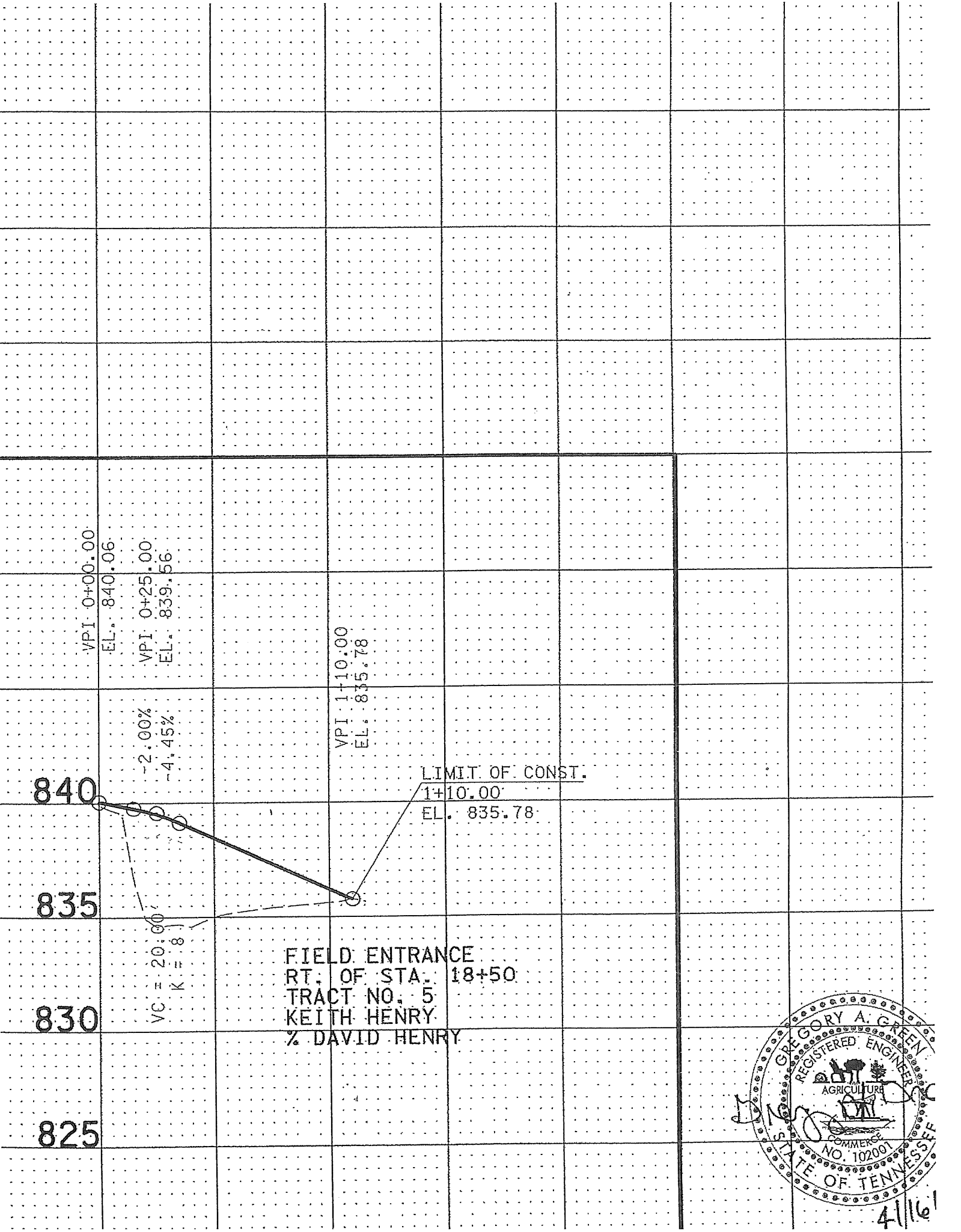
Jim Snowden, P.E.
Deputy Director
Knox County Engineering and Public Works
P 865-215-5808 F 865-215-5896

From: Ryan Henley [<mailto:rmhenley@Vaughnmelton.com>]
Sent: Monday, April 30, 2012 8:51 AM
To: Jim Snowden
Cc: Danl L Hall; Neal C. Whetsel
Subject: Conner Road Bridge - Access to Tract 4 at Creek Crossing

Mr. Snowden,

After speaking with Gregory Green at Robert Campbell and Associates the attached design plan and profile is the only way he could design an access ramp to come off the road at a design criteria of 40%. He assured me that Mr. Leinhart would still have access to the bottom of his Tract 4 using the existing creek crossing. Could you please reply to this email with your confirmation that Mr. Leinhart will continue to have access at the existing creek crossing after construction. I am scheduling negotiations with Mr. Leinhart and I believe your confirmation will be important to him. Please let me know if you have any questions or concerns.
Thank you,

Ryan M. Henley, PLS
Vaughn & Melton
1909 Ailor Ave. - Knoxville, TN 37921
Phone-(865)-546-5800 Fax-(865)-546-4714 Cell-(865)-441-1100
rmhenley@vaughnmelton.com



P-NAIL

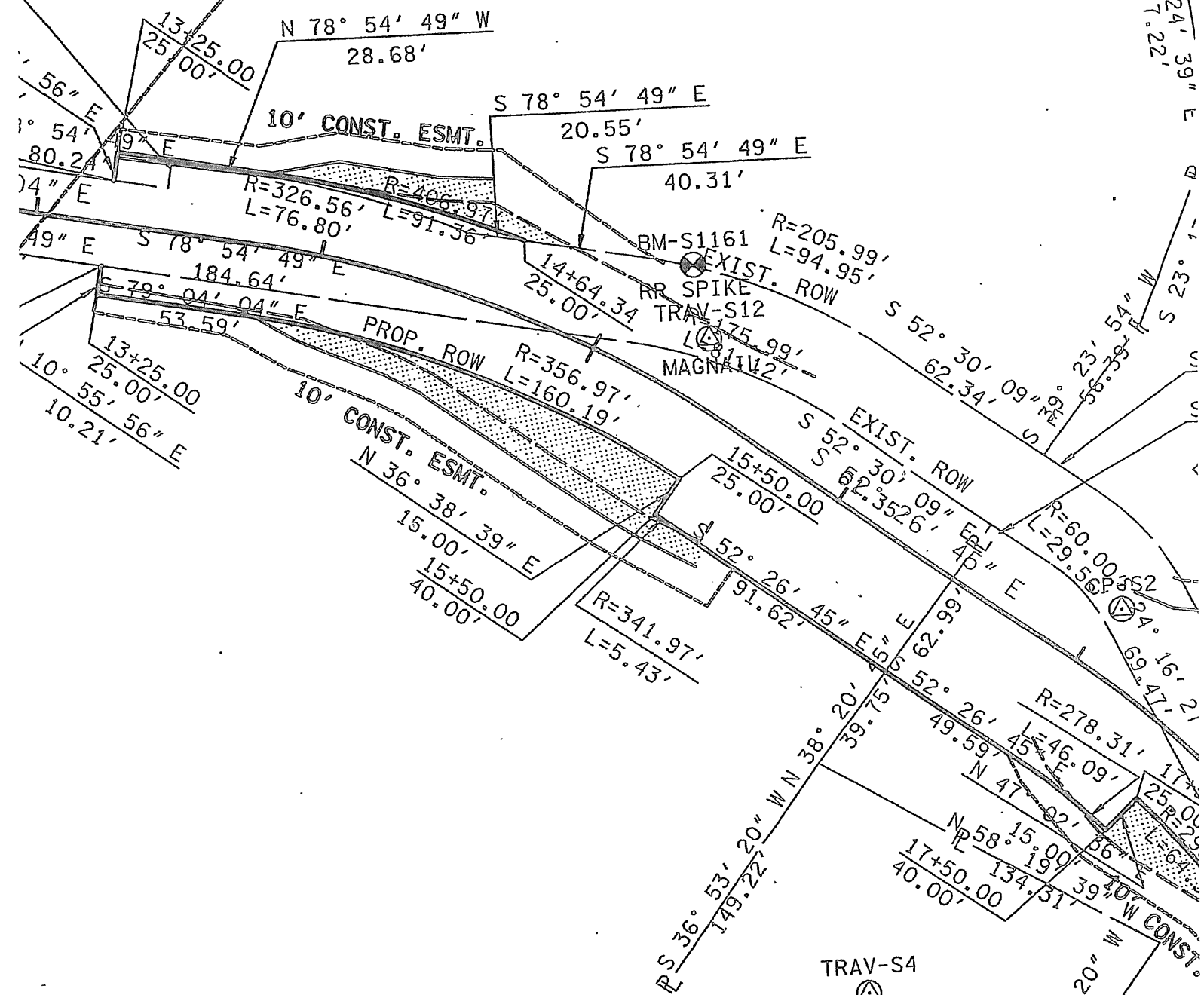
15

TRACT ③

JOE AND DOROTHY
LEINART

TRAV-S11

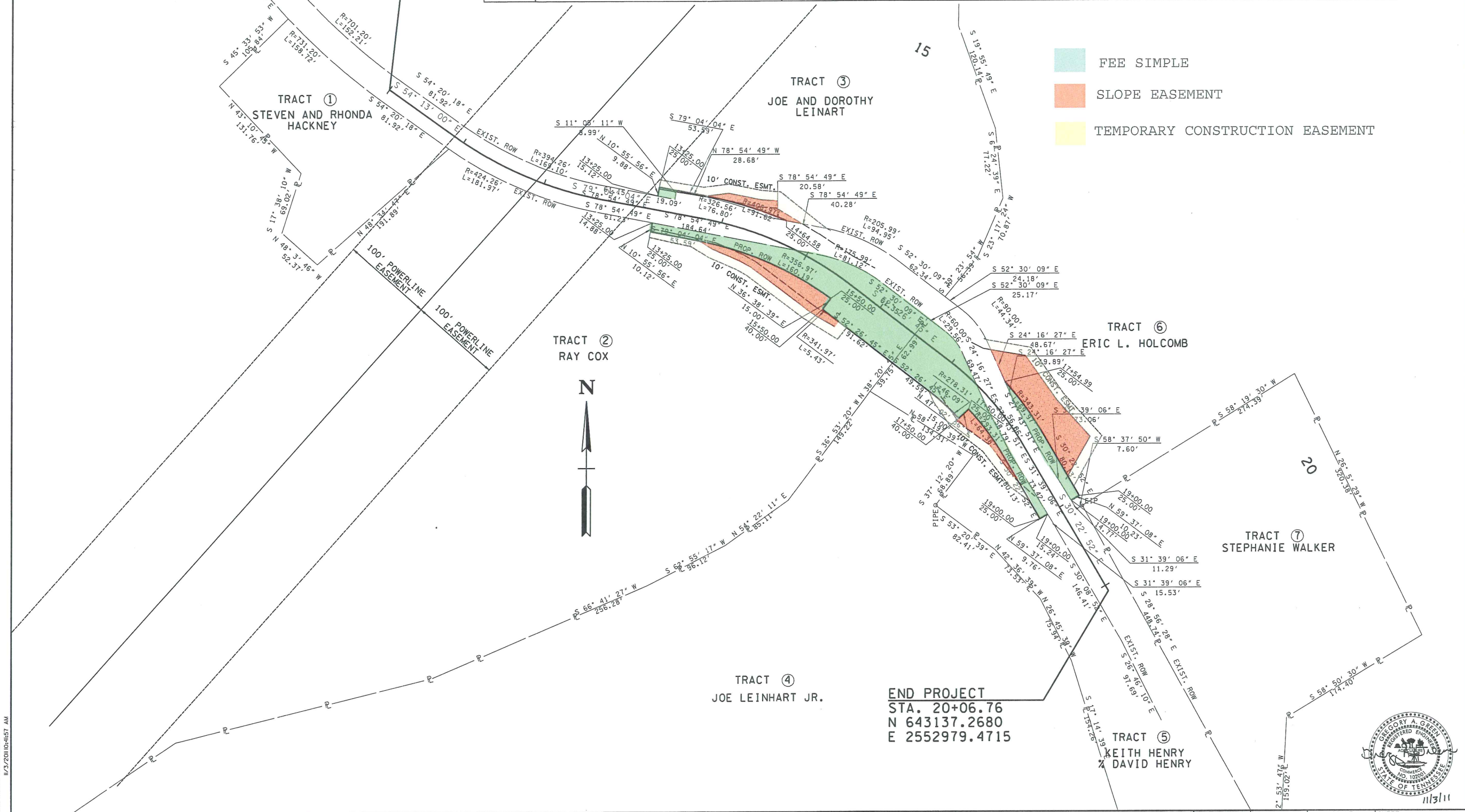
P-NAIL



BEGIN PROJECT
STA. 10+00.00
N 643690.8160
E 2552187.9040

R.O.W. ACQUISITION TABLE																
TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA ACRES			AREA TO BE ACQUIRED ACRES			AREA REMAINING ACRES		EASEMENT (SQUARE FEET)		
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERM. DRAINAGE	SLOPE	CONST.
				BK.	PAGE											
1	STEVEN AND RHONDA HACKNEY	36	61	1664	547		0.605	0.605					0.605			
2	RAY COX	36	60	20070524	0096346	2850 S.F.	19.939	20.004	2850 S.F.	0.173	0.238		19.766		2582	2316
3	JOE AND DOROTHY LEINHART	36	64	20060613	0105062	1278.600		1278.600	431 S.F.		431 S.F.	1278.590		863	1985	
4	JOE LEINHART JR.	36	76	20000406	0022909		51.440	51.440					51.440			
5	KEITH M. HENRY % DAVID K. HENRY	36	75	1085	590	1432 S.F.	1.968	2.001	1432 S.F.	0.125	0.158		1.843		797	1399
6	ERIC L. HOLCOMB	36	73	590	26-3	39.700		39.700	1236 S.F.		1236 S.F.	39.672			0.114 AC	2281
7	STEPHANIE WALKER	36	74	20040930	0027433	2.100		2.100				2.100				

- FEE SIMPLE
- SLOPE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT



END PROJECT
STA. 20+06.76
N 643137.2680
E 2552979.4715



AGENDA COMMITTEE MEETING

19.

Meeting Date: 06/06/2012

Requested By: Tracey Johnson,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: YES **Funded in Current Budget:** NO

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Contract Amendment II between Knox County, TN and the Tennessee Department of Transportation for appropriation of local funding of \$50,000.00 for the right of way phase and shifts the construction oversight into the construction phase which will be funded by TDOT with federal funds for Ebenezer Road intersection at North Westland Drive.
(Engineering and Public Works)

Attachments

Ebenezer Road at North Westland



12 APR 23 2012

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

Local Programs Development Office
SUITE 600, JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-0341
Voice: 615-741-5314
FAX: 615-741-9673

Find Information for Local Governments at <http://www.tdot.state.tn.us/local/>
Email: teresa.estes@state.tn.us

April 13, 2012

The Honorable Tim Burchett
Mayor, Knox County
City/County Bldg, Suite 615
400 Main St.
Knoxville, TN 37902

Re: Turn Lanes on Ebenezer Rd intersection at North Westland Dr.
Knox County
PIN: 107034.00
Federal Project #: CM-1281(2)
State Project #: 47954-3539-54
Contract: 100032:

Dear Mayor Burchett:

I am attaching an amendment to the original contract. The amendment adds funding for the right-of-way phase and shifts the construction oversight into the construction phase. Please review the amendment and advise me if it requires any additional explanation. If you find the amendment fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return it to me. Once the amendment is fully executed we will forward a copy to you for your records.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teresa Estes".

Teresa Estes
Transportation Coordinator

Attachment

Amendment Number: 2

Agreement Number: 100032

Project Identification Number: 107034.00

Federal Project Number: CM-1281(2)

State Project Number: 47954-3539-54

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is 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:

"Ebenezer Rd intersection at North Westland Dr"

Exhibit A for Agreement # 100032 dated March 30, 2011, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Replacing Previous Exhibit A

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

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Mayor John C. Schroer
Commissioner

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ Date _____ By: _____ Date _____
Attorney John Reinbold
General Counsel

JOSEPH G. JARRET, ESQ.
KNOX COUNTY LAW DIRECTOR
Contract No. 12-209

EXHIBIT "A" for Amendment 2

CONTRACT No.: 100032
PROJECT IDENTIFICATION No.: 107034.00
FEDERAL PROJECT No.: CM-1281(1)

PROJECT DESCRIPTION: TURN LANES ON EBENEZER RD/NORTH WESTLAND DR

Type of Work: New construction

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
PE-NEPA	CMAQ	100%	0%	0%	\$20,000.00
PE-DESIGN	CMAQ	100%	0%	0%	\$50,000.00
ROW	CMAQ	0%	0%	100%	\$50,000.00
CONST	CMAQ	100%	0%	0%	\$250,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY:

CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency.

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.

EXHIBIT "A" FOR AMENDMENT I

CONTRACT No.: 100032

PROJECT IDENTIFICATION No.: 107034.00

PROJECT DESCRIPTION: TURN LANES ON EBENEZER RD. AND NORTH WESTLAND DR

Type of Work: Turn Lanes

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
PE- NEPA	CMAQ	100%	0%	0%	\$20,000.00
PE- DESIGN	CMAQ	100%	0%	0%	\$50,000.00
CONST	CMAQ	100%	0%	0%	\$180,000.00
CONST OVERS	CMAQ	100%	0%	0%	\$20,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY:

CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency.

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.

AGENDA COMMITTEE MEETING

20.

Meeting Date: 06/06/2012

Submitted For: Fleet Services, Requested By: Drew
Phillip May Thurman,
SOLID
WASTE

Department: ENGINEERING AND PUBLIC WORKS

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts in the amount not to exceed \$600,000.00 annually with NAPA Auto Parts, O'Reilly Auto Parts, CarQuest Auto Parts and Ken Smith Auto Parts for automotive and truck replacement parts.

(Solid Waste)

AGENDA COMMITTEE MEETING**21.****Meeting Date:** 06/06/2012

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

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Notice of Post Award Amendment in the amount of \$90,000.00 from the Department of Health and Human Services Public Health Service, Office of Grants Management to the County of Knox dba Knox County Health Department. This award is YEAR TWO funding of a five year grant, Promoting Safer Sex in Tennessee, "The psst Project" [from 9/1/2010 through 8/31/2015].
(Health Department)

AttachmentsPSST Project year 2

1. DATE ISSUED MM/DD/YYYY 04/20/2012
2. CFDA NO. 93.297
3. ASSISTANCE TYPE Project Grant

DEPARTMENT OF HEALTH AND HUMAN SERVICES

PUBLIC HEALTH SERVICE

Office of Grants Management

1101 Wootton Parkway
Suite 550
Rockville, MD 20852

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Division D, Title II of the Consolidated Appropriations Act, 2010 (Public Law 111-117)

1a. SUPERSEDES AWARD NOTICE dated 08/17/2011
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO.
6 TP1AH000008-02-01
Formerly

5. ACTION TYPE
Post Award
Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 09/01/2010

Through 08/31/2015

7. BUDGET PERIOD MM/DD/YYYY
From 09/01/2011

Through 08/31/2012

8. TITLE OF PROJECT (OR PROGRAM)
Promoting Safer Sex in Tennessee, "The psst Project"

9a. GRANTEE NAME AND ADDRESS
County of Knox dba Knox County Health Department
140 Dameron Ave
Knoxville, TN 37917-6413

9b. GRANTEE PROJECT DIRECTOR
Dr. Kathleen C. Brown Ph.D
Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917
Phone: 865-215-5095

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Tim Burchett
400 MAIN ST 615
KNOXVILLE, TN 2424
Phone: 865-215-2005

10b. FEDERAL PROJECT OFFICER
Ms. Lillian A Sowah
1101 Wootton Parkway
Suite 700
Rockville, MD 20852
Phone: 240-453-8134

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes HHS Direct Assistance)

I HHS Grant Funds Only

II Total project costs including grant funds and all other financial participation

II

a. Salaries and Wages	203,130.00
b. Fringe Benefits	71,095.00
c. Total Personnel Costs	274,225.00
d. Equipment	0.00
e. Supplies	118,265.00
f. Travel	31,692.00
g. Construction	0.00
h. Other	0.00
i. Contractual	268,664.00
j. TOTAL DIRECT COSTS	692,846.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	692,846.00
m. Federal Share	692,846.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION FOR GRANT

a. Amount of HHS Financial Assistance (from item 11 m)	692,846.00
b. Less Unobligated Balance From Prior Budget Periods	90,000.00
c. Less Cumulative Prior Award(s) This Budget Period	602,846.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	0.00
13. Total Federal Funds Awarded to Date for Project Period	1,205,692.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 3	602,846.00	d. 6	
b. 4	602,846.00	e. 7	
c. 5	602,846.00	f. 8	

15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)



16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited above.
- b. The grant program regulations cited above.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. HHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period.
- e. 45 CFR Part 74 or 45 CFR Part 92 as applicable.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

See next page

GRANTS MANAGEMENT OFFICER: Eric West, Associate GMO

17. OBJ CLASS 41.51	18a. VENDOR CODE 1626007979A2	18b. EIN 626007979	19. DUNS 074893033	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 1-19999SQ	b. TP1AH0008A	c. TPP01	d. \$0.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 04/20/2012
GRANT NO. 6 TP1AH000008-02-01	

REMARKS:

This award approves a carryover in the amount of \$90,000 to fund media campaign and associated focus groups. All previous terms and conditions remain in effect unless specifically removed.

The unobligated balance amount authorized in 12b is a maximum amount authorized based on the recipient's request to use a portion of reported unobligated funds. Should the recipient want to expend additional unobligated funds, the recipient must seek prior approval. Should the unobligated balances be determined to be less than the amount authorized in 12b, the recipient is only authorized to spend the actual amount available. It is the recipient's responsibility to reconcile reports submitted to PMS and to OASH. Reconciliation consists of ensuring that disbursements equal obligations and drawdowns or making any adjustments as necessary, e.g., for an overpayment. OASH is not liable should recipient expenditures exceed the actual amount available

Also, the New Federal Financial Report (FFR) Reporting requirement on NOA dated 08/17/2011, page 5 is replaced by the Reporting Requirements on this NOA.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 04/20/2012
GRANT NO. 6 TP1AH000008-02-01	

Reporting Requirements

1. NEW FINANCIAL REPORTING REQUIREMENT Federal Financial Reporting (FFR) SF425:

The Department of Health and Human Services (HHS) has transitioned from use of the SF-269, Financial Status Report (Short Form or Long Form) to the use of the SF-425 Federal Financial Report for expenditure reporting. SF-269s will no longer be accepted. If an SF-269 is submitted, the Office of the Assistant Secretary for Health, Office of Grants Management will return it and require the recipient to complete the SF-425. The SF-425 and instructions for completing the form can be found on the Web at: http://www.whitehouse.gov/omb/grants_forms

1. This reporting requirement supersedes any previously issued FFR reporting table and instructions.
2. Grantees must submit quarterly Federal Financial Reports (FFR) due on the same quarterly period with which the cash reporting is required to be submitted to the Division of Payment Management (DPM) or at the end of a federal fiscal quarter.
3. The quarterly FFR is due 30 days after the end of each reporting period. An annual FFR is due 90 days after the end of each report period or Federal Fiscal Year.
4. You may view the complete table of the reporting schedule on page two (2) of the Notice of Award.
5. GrantSolutions will automatically issue you a reminder seven (7) days prior to each report due date. If not submitted by the due date, you will receive a message indicating the report is past due.
6. You may submit the FFR as an attachment via email to your assigned Grants Management Specialist (GMS) and Project Officer (PO). Or you may also upload within GrantSolutions in Grant Notes; if this is performed, please inform your GMS and PO. (NOTE: At this time don't attempt to submit the FFR thru the GrantSolutions FFR Reporting Module. The FFR module isn't fully operational and you may encounter technical problems.)

CONTACTS

1. For assistance on **grants administration** issues please contact: Deborah Speight, Grants Management Specialist, at (240) 453-8827, FAX (240) 453-8823, e-mail deborah.speight@hhs.gov or Assistant Secretary for Health, Grants Management Office, 1101 Wootton Parkway, Suite 550, Rockville, MD 20852.

AGENDA COMMITTEE MEETING**22.****Meeting Date:** 06/06/2012**Requested By:** Doug Bataille,
PARKS AND
RECREATION**Department:** PARKS AND RECREATION**Requires Expenditure of Funds:** YES **Funded in Current Budget:** NO**Appropriation Required:** YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a LPRF Grant for Phase I construction of Clayton Park. The grant will provide \$120,000.00 in state funds it will require \$90,000.00 in local matching funds and will also be matched in-kind with Knox County Parks and Recreation labor for a total project value of over \$240,000.00.

(Parks and Recreation)

Attachments

Clayton Park LPRF Grant 2012

Clayton Park Contract Approval Form

**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 Clayton Park, Development Project Phase 1, 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 develop a pavilion/restroom structure including a concrete plaza, site amenities and a greenway connection at Clayton Park to an existing greenway.
- A.3. The grantee shall acquire approximately 11 acres of land.
- A.4. The Grantee agrees to comply with the provisions of the Local Park and Recreation Fund Manual.
- A.5. The Grantee has been provided a copy of the Local Park and Recreation Fund Manual.
- A.6. 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 July 15, 2012, and ending on July 14, 2015. 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 Twenty Thousand Dollars (\$120,000.00). 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 ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within 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
Mayor, Knox County
400 Main Street
Knoxville, TN 37902
E-Mail Address: county.mayor@knoxcounty.org
Telephone #: (865) 215-2005
Fax #: (865) 215-2002

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 offense 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. 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.8. 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, Division of Remediation, Division of Resource Management, Underground Storage Tanks, Water Pollution Control, and/or the Division of Archaeology.

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– Local Park and Recreation Fund				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: July 15, 2012		END: July 14, 2015
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	\$120,000.00		\$120,000.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	\$120,000.00	\$120,000.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	\$120,000.00	\$120,000.00	\$240,000.00

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
Develop a pavilion/restroom structure including a concrete plaza, site amenities and a greenway connection at Clayton Park to an existing greenway.	\$120,000.00		\$120,000.00
TOTAL	\$120,000.00		\$120,000.00



OFFICE OF COUNTY MAYOR TIM BURCHETT

Parks & Recreation Department • 2447 Sutherland Avenue, Knoxville, TN 37919

Summary Documentation for Contract Approval

Nature of Contract: LPRF Grant for Phase I construction of Clayton Park

Purpose and Need: Construction of entrance road, parking, picnic shelter and rest rooms for planned park.

History of Contract: We have used LPRF grants for construction of several parks.

Statement of Support: This is a matching grant that will provide \$120,000 of state funds to match local funds we will also use county employees for some of the construction. This park was acquired by the community raising funds, it has been planned for several years and has a great deal of community support.

Department Head Signature:

A handwritten signature in cursive script, likely of Tim Burchett, is written over a horizontal line.

AGENDA COMMITTEE MEETING

23.

Meeting Date: 06/06/2012

Requested By: Doug Bataille,
PARKS AND
RECREATION

Department: PARKS AND RECREATION

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Officials Source Contract for Knox County Parks and Recreation youth and adult softball and baseball programs.
(Parks and Recreation)

Attachments

Officials Source Contract

Officials Source Contract Information

Knox County Government

And

The Official Source, Inc.

THIS CONTRACT, made and entered into this 1st day of July 2012, 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 THE OFFICIAL SOURCE, INC. hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County has requested professional, trained baseball and softball umpires, 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 Youth Baseball/Softball League, and Adult Softball League.

That the Contractor will furnish professional, USSSA Baseball, ASA Softball, and NSA Softball umpires 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.
- B. Assist the COUNTY staff with training, scheduling, supervision, and evaluation of sports officials.
- C. All administrative duties concerning the contracted officiating services including payment of the officials.

1. **CONTRACT PRICE.** The County will pay the contractor per official per game not-to-exceed fee for services over the term of the contract. Payment is scheduled as follows:

A. BASEBALL AND SOFTBALL - REGULAR SEASON 2012 - 2013

- a. Ages (7-12) Baseball Umpires \$24.00 – 2@ \$12.00 each for **300** games = **\$7,200.00**
- b. Ages (7-16) Youth Softball Umpires \$24.00 – 2@ \$12.00 each for **325** games = **\$7,800.00**
- c. Adult Softball Umpires **\$40.00** – 2@ **\$20.00** each for **1,000** games = **\$40,000.00**
- d. Ages (7-10) Youth Fast pitch Softball Umpires \$32 – 2@ \$16.00 for 90 games = \$2,880.00
- e. Ages (11-18) Youth Fast pitch Softball Umpires \$40 – 2@ \$20.00 for **127** games = **\$5,080.00**
- f. Ages (13-14) Single A Baseball Umpires \$42 – 2@ \$21.00 for **40** games = **\$1,680.00**
- g. Ages (13-14) Double A Baseball Umpires \$70 – 2@ \$35.00 for 160 games = \$11,200.00
- h. Ages (13-14) Commission Scheduled single games \$70 – 2@ \$35.00 for no games currently scheduled
- i. Ages (15-16) Baseball Umpires \$70.00 – 2@ \$35.00 for 56 games = \$3,920.00
- j. Scorekeepers @ **\$7.50** game for 1,000 games = **\$7,500.00** Section A
Total \$87,260.00

B. BASEBALL AND SOFTBALL – TOURNAMENT SEASON 2012 - 2013

- a. Ages (7-12) Baseball Umpires \$32.00 – 2@ \$16.00 for **50** games = **\$1,600.00**
- b. Ages (7-16) Youth Softball Umpires \$42.00 – 3@ \$14.00 for **40** games = **\$1,680.00**
- c. Adult Softball Umpires \$40.00 – 2 @ **\$20.00** for **100** games = **\$4,000.00**
- d. Ages (7-10) Youth Fast pitch Softball Umpires \$ 32.00 – 2@ \$16.00 for no games currently scheduled
- e. Ages (8-11) Youth Fast pitch Softball Umpires \$40.00 – 2@ \$20.00 for no games currently scheduled
- f. Ages (13-14) Single A Baseball Umpires \$50.00 – 2@ \$25.00 for no games currently scheduled
- g. Ages (13-14) Double A Baseball Umpires \$70.00 – 2@ \$35.00 for **30** games = **\$2,100.00**
- h. Ages (13-14) Commission Scheduled single games \$60 – 2@ \$30.00 for no games currently scheduled
- i. Ages (15-16) Baseball Umpires \$70.00 – 2@ \$35.00 for 20 games = **\$1,400.00**
- j. Scorekeepers @ **\$7.50** game for **200** games = **\$1,500.00**
Section B total **\$12,280.00**

C. BASEBALL AND SOFTBALL, Season Miscellaneous Operating expenses

a. Postage and mailing supplies	\$ 150.00
b. Booking Fee	\$3,500.00
c. Insurance	\$1,945.00
d. Total	\$5,595.00

D. BASEBALL AND SOFTBALL, SEASON MISCELLANEOUS EXPENSES

TOTAL NOT TO EXCEED YEARLY PRICE: One hundred five thousand one hundred thirty five dollars (**\$105,135.00**)

2. TERM. This agreement is effective the first day of July 2012, and shall cease on the 30th day of June 2013. The COUNTY shall furnish to the CONTRACTOR a schedule of youth-league baseball/softball and adult softball 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 July 10th, 2012. CONTRACTOR agrees to send an itemized invoice to indicate additional charges or refund of any unused funds by July 15, 2013.

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 regulations in any manner affecting the provision of security 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 Agreement is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in for 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. INDEMNIFICATION. 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, 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 judgments 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 WHEREOF, 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 Date:

Knox County Mayor

CONTRACTOR: The Official Source, Inc.

BY: _____

ALLEN LAMBERT Date:

Contractor

Contract #08xx-180

APPROVED AS TO LEGAL FORM

Knox County Law Department Date:



OFFICE OF COUNTY MAYOR TIM BURCHETT

Parks & Recreation Department • 2447 Sutherland Avenue, Knoxville, TN 37919

Summary Documentation for Contract Approval

Nature of Contract: Officials Source Contract

Purpose and Need: Officials for Knox County softball and baseball programs

History of Contract: Program has been in place for over 20 years
this contractor has provided officials for the last several years

Statement of Support: This is a very large and successful program with 130 adult softball teams 120 youth softball and 250 youth baseball teams annually from all areas of the county playing at several parks

Department Head Signature:

A handwritten signature in black ink, appearing to read "Tim Burchett", is written over a horizontal line.

AGENDA COMMITTEE MEETING

24.

Meeting Date: 06/06/2012

Requested By: Jill Rosberg,
LAW
DEPARTMENT

Department: COUNTY MAYOR

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement for the conveyance of a permanent utility easement and temporary construction easement on property known as Concord Park (CLT Map 154, Parcel 87.00) to the First Utility District of Knox County, Tennessee (FUD).
(County Mayor)

AGENDA COMMITTEE MEETING

25.

Meeting Date: 06/06/2012

Requested By: Jill Rosberg,
LAW
DEPARTMENT

Department: COUNTY MAYOR

Requires Expenditure of Funds: NO Funded in Current Budget: YES

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement for the conveyance of permanent utility easements and temporary construction easements on property known as Concord Park (CLT Map 153, Parcels 040 & 063) to the First Utility District of Knox County, Tennessee (FUD).
(County Mayor)

AGENDA COMMITTEE MEETING

26.

Meeting Date: 06/06/2012

Requested By: Ben Sharbel,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a 15 year Defined Services Contract with Young-Williams Animal Center of East Tennessee in the amount of \$663,190.00 annually for the first 5 years and adjusted every 5 years based on the Consumer Price Index.
(Community Development)

Attachments

Young-Williams Contract

DEFINED SERVICES CONTRACT

KNOX COUNTY

AND

YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE

The following Defined Services Contract is effective the 1st day of July, 2012 by and between **KNOX COUNTY**, hereinafter referred to as the "**COUNTY**" and **YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE**, 3201 Division Street Knoxville, Tennessee 37919, hereinafter referred to as the "**AGENCY**."

WITNESSETH:

WHEREAS, it is in Knox County's best interest for the Agency to shelter animals for the City and County.

WHEREAS, the Agency has the capability to perform the services required by Knox County and agrees to engage in the activities set forth below.

NOW, THEREFORE, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES.

Young-Williams, as a separate nonprofit organization and not part of Knox County Government or the City of Knoxville will provide animal sheltering services for the County and City.

ARTICLE II. REPORTING.

The Agency will provide the County a ***Quarterly Performance Measures Report*** indicating the status of each of the anticipated outcomes and performance indicators attached to this Defined Services Contract as "Appendix A" by the 1st of the month following each quarter – October 1, January 1, April 1, and July 1.

ARTICLE III. TERM.

The term of this Defined Services Contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2027**. The term of the contract is 15 years, with compensation adjusted every 5 years, unless terminated earlier pursuant to Article VI herein.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS.

Maximum Liability. The County will compensate the Agency \$693,190 each year for the first five (5) years of the contract. Every five years the amount will be adjusted based on the Consumer Price Index (CPI). Years 6-10 the Agency will receive \$693,190 times the CPI. Years 11-15 the Agency will receive the amount from years 6-10 times the CPI. The Agency shall submit an

invoice for payment on July 1st, the beginning of each fiscal year. The Agency must be current on all reporting requirements in order to request payment.

ARTICLE V. MONITORING AND RECORDKEEPING.

The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Agency that are directly pertinent to this Defined Services Contract for the purpose of making audit, examination, excerpts, and transactions. The Agency must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of Performance Indicators. The Agency must retain all records relevant to the Defined Services Contract for a period of at least six (6) years.

ARTICLE VI. TERMINATION.

If the Agency shall fail to fulfill, in a timely and proper manner, their obligations under this Defined Services Contract, or if the Agency shall violate any of the covenants or stipulations of this Defined Services Contract, the County shall thereupon have the right to terminate this MOU by giving five (5) calendar days written notice to the Agency of such termination and specifying the effective date thereof.

ARTICLE VII. INDEPENDENT CONTRACTOR.

The Agency shall render all services as an independent contractor and shall not be considered an officer, agent or employee of the County or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County.

ARTICLE VIII. PROPRIETARY INFORMATION.

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County or at the direction of the County.

ARTICLE IX. APPROPRIATIONS.

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exists to provide the services, then the Defined Services Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. This provision shall survive the termination of this Defined Services Contract.

ARTICLE X. INDEMNIFICATION.

The Agency shall indemnify, defend, save and hold harmless the 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 the Agency, their subcontractors, agents or employees

or due to any negligent act, occurrence, omission, commission of the Agency, their subcontractors, agents or employees.

ARTICLE XI. POLITICAL ACTIVITY.

Neither the Agency's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities.

ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability Act of 1996 (HIPAA) necessary to the execution of Agency performance under their Agreement. Neither the County nor the Contractor shall assign, sublet, or transfer its interest in their Agreement to any other party without the prior written approval of the other party. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County. Furthermore, the Agency warrants to the County 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 their contract. The Agency warrants that it will cooperate with the County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with County privacy officials and other compliance officers required by HIPAA and its regulations. The Agency will sign any documents that are reasonably necessary to keep the County and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

ARTICLE XIII. GOVERNING LAW.

Their agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Knox County.

ARTICLE XIV. ENTIRE AGREEMENT IN DOCUMENT.

This instrument embodies the entire agreement between the parties and no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained herein, shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed their Defined Services Contract as of the date first written above.

KNOX COUNTY

BY: _____
Tim Burchett, County Mayor

DATE: _____

YOUNG-WILLIAMS ANIMAL CENTER OF EAST TENNESSEE

BY: _____
Young-Williams Animal Center of
East Tennessee

DATE: _____

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____

DATE: _____

Knox County Law Director
Contract #:

Appendix A
Performance Measures

#	RESULT/OUTCOME	OUTCOME INDICATOR
1	Young-Williams will shelter animals for Knox County and the City of Knoxville	Number of Animals Sheltered by type

AGENDA COMMITTEE MEETING

27.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Federation of Appalachian Housing Enterprises, Inc., (FAHE), in the amount agreed upon in the County's Request for Proposal #1349 for Loan Servicing for Community Development programs. These are Community Development Block Grant funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

Attachments

FAHE 2012

**AGREEMENT BETWEEN
KNOX COUNTY
AND
FEDERATION OF APPALACHIAN HOUSING ENTERPRISES, INC.**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the “**County**”, and **FEDERATION OF APPALACHIAN HOUSING ENTERPRISES (FAHE), INC.**, a non-profit corporation hereinafter referred to as “**Awardee**” and which is located at 106 Pasco Street, Berea, KY 40403.

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described above.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

AWARDEE agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services (“WORK”) necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will pay CDBG Program Funds to Awardee based on the amount agreed upon in the County’s Request for Proposal #1349 for Loan Servicing for Community Development Programs pursuant to the schedule as provided by Awardee in Attachment “B.”
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the performance measurements set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein. The County, through their duly authorized employees and representatives, will monitor the performance of the Awardee.
5. Awardee is eligible as a Housing Services activity under 570.201(k) and meets the L/M Housing National Objective according to 24 CFR 570.208(a)(3).
6. The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2014. This is a two-year service contract that is available for renewal at the option of both parties for three additional years in one year increments.
7. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, “Performance Measurements”. Project

expenses shall be paid based on approved payment requests for actual expenses incurred or paid. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The County and Awardee must approve any amendments to this schedule in writing.

8. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures.
9. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion of the project.
10. Awardee shall provide the County with a monthly report that provides program income allocated to appropriate funding sources, loans ready for servicing, loans ready for collections, and loans questionable for foreclosure.
11. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
12. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. "Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20)."
13. Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
14. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by law.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

15. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardees' creditors or lien holders shall be allowed. Awardee shall not claim payment for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been

provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

16. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

17. Awardee 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 Loan Servicing for Community Development Programs, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
18. Awardee shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.
19. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Awardee 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.
20. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
21. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:
 - Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, caused by the gross negligence of Awardee resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
 - The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary and;

- In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

SPECIAL TERMS AND CONDITIONS

1. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County's duly authorized representatives.
2. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
3. Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions.
2. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD.
3. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
4. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
5. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- Request for Proposal #1349, Loan Servicing for Community Development Programs
- Awardee's Response to Request for Proposal #1349, Loan Servicing for Community Development Programs

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

AGREEMENT SIGNATURE: The undersigned person signing as an officer on behalf of AWARDEE, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of AWARDEE and to bind the same to this Agreement, and, further that AWARDEE has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

FEDERATION OF APPALCHIAN HOUSING ENTERPRISES, INC.

By: _____
Pamela G. Johnson
Executive Vice President of Programs

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

KNOX COUNTY LAW DEPARTMENT

By: _____
Contract No. _____

APPENDIX A

PROJECT AREA

The offices of the Federation of Appalachian Housing Enterprises, Inc., are located at 106 Pasco Street, Berea, KY 40403.

APPENDIX B

PERFORMANCE MEASUREMENTS

OBJECTIVE/OUTCOME:

Awardee is a non-profit agency providing loan processing and servicing of owner-occupied housing rehab loans.

PERFORMANCE INDICATORS:

Number of loans serviced;

Number of collections;

Number of foreclosures.

GOALS, OBJECTIVES AND TASKS

The County will provide CDBG funds to Awardee as specified in Proposal #1349 and Awardee's Response to Request for Proposal #1349, for administration costs to service the portfolio of owner-occupied housing rehab loans consisting of 132 payable loans and 18 forgivable loans.

The following are specific job functions that are required of Awardee:

1. Post and collect payments up to 90 days, make payment arrangements with borrowers as a method to collect.
2. Make loan recommendations after the 90 days for approval of next steps including modifications to the original loan or legal action.
3. Any action beyond daily payments, phone calls, collections and monitoring accounts will require written approval from the County.
4. Awardee is responsible for loan inquiries and requests.
5. Awardee will submit requests for assumption or subordination for approval.
6. Awardee will report all loan activity on a monthly basis to Knox County that will include Program Income.
7. Awardee will provide every homeowner a monthly statement with a coupon for the next payment due and a return envelope.
8. Awardee agrees to provide all services as specified in Proposal #1349 and Awardee's Response to Proposal #1349.

AGENDA COMMITTEE MEETING**28.****Meeting Date:** 06/06/2012**Requested By:** Sheila Muenzer,
COMMUNITY
DEVELOPMENT**Department:** COMMUNITY DEVELOPMENT**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES**Appropriation Required:** NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Agreement with the Knoxville Community Development Corporation (KCDC), in the amount of \$75,254.00 for the replacement of refrigerators in Virginia Walker and Bakertown Apartment Complexes. These are reprogrammed and unprogrammed Community Development Block Grant Funds (CDBG) and Fund Balance Program funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

AttachmentsKCDC 2012

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
KNOX COUNTY
AND
KNOXVILLE COMMUNITY DEVELOPMENT CORPORATION**

This intergovernmental Memorandum of Understanding and Agreement ("Agreement") is made and entered at Knoxville, Knox County, Tennessee 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 Knoxville Community Development Corporation, a public agency with principal offices located at 901 Broadway, Knoxville, Tennessee 37917, and hereinafter referred to as "Awardee".

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described above.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

AWARDEE agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **Seventy-Five Thousand Two Hundred Fifty-Four and no/100 Dollars (\$75,254)** in CDBG "Fund Balance" Program Funds for the replacement of 197 refrigerators for Virginia Walker and Bakertown Apartments in Knox County.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the performance measurements set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein. The County, through their duly authorized employees and representatives, will monitor the performance of the Awardee.
5. Awardee is eligible as single-unit residential activity under 570.202 is meets the L/M income National Objective according to 24 CFR 570.208(a)(3).
6. The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 31st day of December 2012.
7. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Seventy-Five Thousand Two Hundred Fifty-Four and no/100 Dollars (\$75,254.00)**. Project expenses paid to Awardee are

provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on approved payment requests for actual expenses incurred or paid. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The County and Awardee must approve any amendments to this schedule in writing.

8. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures.
9. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion of the project and final report to HUD.
10. Awardee shall provide the County with a report that provides racial, ethnic, and head of household information, and household income showing the extent to which these categories of persons have participated in, or benefited from the project. Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
11. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. "Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20)."
12. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by law.
13. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardees' creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.
14. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
15. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include language in all subcontracts executed under this Agreement.

SPECIAL TERMS AND CONDITIONS

1. In accordance with CDBG regulations, the termination of this Memorandum of Understanding (Agreement) before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
2. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County's duly authorized representatives.
3. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
 - Implements the project prior to notification from the County that the Federal environmental review process is completed.
4. Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Memorandum of Understanding shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

AGREEMENT SIGNATURE: The undersigned person signing as an officer on behalf of AWARDEE, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of AWARDEE and to bind the same to this Agreement, and, further that AWARDEE has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

KNOXVILLE COMMUNITY DEVELOPMENT CORPORATION

By: _____
Alvin J. Nance
Executive Director

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

KNOX COUNTY LAW DEPARTMENT

By: _____
Contract No. _____

APPENDIX A
PROJECT AREA

The offices of the Knoxville Community Development Corporation (Awardee) are located at 901 Broadway, Knoxville, TN 37917.

APPENDIX B

PERFORMANCE MEASUREMENTS

OBJECTIVE/OUTCOME:

Awardee is a public agency providing affordable decent housing to the citizens of Knox County with rental of the Virginia Walker Apartment Complex located at 6331 Pleasant Ridge Road and Bakertown Apartment Complex located at 2639 Bakertown Road. Funds will provide 14 cubic energy star refrigerators

PERFORMANCE INDICATORS:

Number of units provided energy-efficient refrigerators.

Number of units occupied by very-low income elderly.

GOALS, OBJECTIVES AND TASKS

The County will fund \$75,254 in CDBG "Fund Balance" Program funds to Awardee for refrigerator replacement in all units at Virginia Walker and Bakertown Apartments.

**APPENDIX C
BUDGET**

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - CAC FUNDS
PERSONNEL			
Purchasing Manager	10 x \$39.94 per hour		\$399.40
Contracts Manager	20 x \$32.93 per hour		\$658.60
Senior Asset Manager	60 x \$26.30 per hour		\$1,578.00
General Counsel	4 x \$45.36 per hour		\$181.44
Salaries Total			\$2,817.44
FRINGE BENEFITS			\$845.23
PERSONNEL TOTAL			\$3,662.67
DELIVERY COSTS			
Rehab Hard Costs	Construction Budget		\$709,699.75
Architectural Engineering			\$74,154.72
Permits and Fees			\$3,000.00
OTHER:			
Window Replacement			\$118,770.00
Refrigerators		\$75,254.00	
CONTRACT SERVICES	Construction Mgm't		\$40,376.88
	Other Soft Costs		\$62,094.45
DELIVERY COSTS TOTAL			\$1,008,095.80
BUDGET TOTAL		\$75,254.00	\$1,011,758.40

AGENDA COMMITTEE MEETING

29.

Meeting Date: 06/06/2012

Requested By: Grant
Rosenberg,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving the Fiscal Year 2012-2013 Defined Service Contracts, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Knoxville Volunteer Emergency Rescue Squad in the amount of \$142,500.00.
(Community Development)

Attachments

Contract

DEFINED SERVICES CONTRACT

KNOX COUNTY

AND

KNOXVILLE VOLUNTEER EMERGENCY RESCUE SQUAD

The following Defined Services Contract is effective the 1st day of July, 2012 by and between **KNOX COUNTY**, hereinafter referred to as the "**COUNTY**" and the **KNOXVILLE VOLUNTEER EMERGENCY RESCUE SQUAD**, 512 N. Chilhowee Dr., Knoxville, Tennessee 37924, hereinafter referred to as the "**AGENCY**."

WITNESSETH:

WHEREAS, it is in Knox County's best interest for the Agency to increase the quality of Knox County rescue services and safety, for all citizens and visitors of Knox County, by maintaining State required minimum training, participating in training above/beyond minimum State required training, improving substation coverage, and enhancing community public education and agency awareness.

WHEREAS, the Agency has the capability to perform the services required by Knox County and agrees to engage in the activities set forth below.

WHEREAS, the Knox County Commission approved Knox County's FY 2013 Budget on May 30, 2012, effective date July 1, 2012 and thereby included funding as described herein.

NOW, THEREFORE, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Knoxville Volunteer Emergency Rescue Squad, Inc. (KVERS) is a non-profit organization whose purpose as chartered by the State of Tennessee in 1958 is "To render aid to persons in distress, administer first aid, and perform missions' incident to the rescue of human beings who are in distress." These emergency services delivered to the citizens of Knox County, are free of charge, 24 hours a day, and seven days a week through four strategically located facilities. KVERS volunteers dedicate nearly 50,000 hours of service yearly to our community maintaining State and nationally recognized certifications and licenses.

As the Knox County designated provider for vehicle extrication and specialty rescue, the Squad also provides first responder service for medical emergencies, animal rescue, public assistance, public safety education, and first aid standbys for community events. Furthermore, the Squad maintains six specialty teams in the areas of water/dive rescue, cave/vertical rescue, support, search rescue, heavy technical/confined space rescue, building collapse, and disaster/medical services. The KVERS is the hosting agency for the State of Tennessee Urban Search and Rescue Task Force III. This Task Force consists of three to five technical rescue teams from 16 different counties in Homeland Security District 2. This task force responds to natural disasters and terrorist acts occurring anywhere TEMA and FEMA deploy them.

The Rescue Squad has 4 medium duty rescue vehicles, 5 boats, 1 all terrain, 3 heavy/structural collapse units, and an additional fleet of 10 specialized vehicles ready to respond to the most severe of conditions, inclusive of mass casualty, tornado, hurricane, flooding, building collapse, and aircraft incidents when called upon by Knoxville/Knox County E-911. The Rescue Squad also serves other local, state, and national agencies when called. There is no other agency in Knox County that provides these levels of services free of charge.

ARTICLE II. REPORTING.

The Agency will provide the County a ***Quarterly Performance Measures Report*** indicating the status of each of the anticipated outcomes and performance indicators attached to this Defined Services Contract as "Appendix A" by the 1st of the month following each quarter – October 1, January 1, April 1, and July 1.

ARTICLE III. TERM.

The term of this Defined Services Contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**, unless terminated earlier pursuant to Article VI herein.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS.

Maximum Liability. In no event shall the maximum liability of the County under this Defined Services Contract exceed **one hundred forty-two thousand five hundred dollars (\$142,500)**. The County will compensate the Agency on a reimbursement basis. The Agency shall submit an invoice for payment and a ***Reimbursement Form***, provided by the County, listing the expenses for which reimbursement is requested. Appropriate documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Agency's office as proof that the funds were expended only for the services listed in this Defined Services Contract. The Agency may request payment on a quarterly basis - October 1, 2011; January 1, 2012; April 1, 2012; and June 1, 2012 until the total amount has been received. The Agency must be current on all reporting requirements in order to request payment.

ARTICLE V. MONITORING AND RECORDKEEPING.

The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Agency that are directly pertinent to this Defined Services Contract for the purpose of making audit, examination, excerpts, and transactions. The Agency must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of Performance Indicators. The Agency must retain all records relevant to the Defined Services Contract for a period of at least six (6) years.

ARTICLE VI. TERMINATION.

If the Agency shall fail to fulfill, in a timely and proper manner, their obligations under this Defined Services Contract, or if the Agency shall violate any of the covenants or stipulations of this Defined Services Contract, the County shall thereupon have the right to terminate this MOU by giving five (5) calendar days written notice to the Agency of such termination and specifying the effective date thereof.

ARTICLE VII. INDEPENDENT CONTRACTOR.

The Agency shall render all services as an independent contractor and shall not be considered an officer, agent or employee of the County or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County.

ARTICLE VIII. PROPRIETARY INFORMATION.

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County or at the direction of the County.

ARTICLE IX. APPROPRIATIONS.

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exists to provide the services, then the Defined Services Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. This provision shall survive the termination of this Defined Services Contract.

ARTICLE X. INDEMNIFICATION.

The Agency shall indemnify, defend, save and hold harmless the 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 the Agency, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Agency, their subcontractors, agents or employees.

ARTICLE XI. POLITICAL ACTIVITY.

Neither the Agency's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities.

ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability Act of 1996 (HIPAA) necessary to the execution of Agency performance under their Agreement. Neither the County nor the Contractor shall assign, sublet, or transfer its interest in their Agreement to any other party without the prior written approval of the other party. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County. Furthermore, the Agency warrants to the County 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 their contract. The Agency warrants that it will cooperate with the County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with County privacy officials and other compliance officers required by HIPAA and its regulations. The

Agency will sign any documents that are reasonably necessary to keep the County and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

ARTICLE XIII. GOVERNING LAW.

Their agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Knox County.

ARTICLE XIV. ENTIRE AGREEMENT IN DOCUMENT.

This instrument embodies the entire agreement between the parties and no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained herein, shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed their Defined Services Contract as of the date first written above.

KNOX COUNTY

BY: _____ DATE: _____
Tim Burchett, County Mayor

KNOXVILLE VOLUNTEER EMERGENCY RESCUE SQUAD

BY: _____ DATE: _____
Knoxville Volunteer Emergency
Rescue Squad

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____ DATE: _____
Knox County Law Director
Contract #:

Appendix A

Performance Measures

#	RESULT/OUTCOME	OUTCOME INDICATOR
1	Shift qualified personnel will maintain State required minimum certifications.	Percentage of shift qualified personnel with a valid Emergency Driving Certification.
		Percentage of shift qualified personnel with a valid Medical Certification. (1st Responder, EMT, Paramedic
		Percentage of shift qualified personnel with a valid CPR Certification.
2	Personnel will participate in training above State minimum required certifications.	Percent of shift qualified personnel that participate in training classes beyond State minimum requirements.
3	Maintain operations beyond State minimum at substations to minimize response times in all sectors of the County.	Percentage of additional operation time at Station 2 for West Knox County Sector.
		Percentage of additional operation time at Station 3 for South Knox County Sector.
		Percentage of additional operation time at Station 4 for North Knox County Sector.
4	Enhance community knowledge by providing public education and agency awareness information to community groups.	Total number of public education and agency awareness presentations to community groups.

AGENDA COMMITTEE MEETING

30.

Meeting Date: 06/06/2012

Requested By: Grant
Rosenberg,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Development Corporation of Knox County in the amount of \$500,000.00.
(Community Development)

Attachments

Contract

DEFINED SERVICES CONTRACT

BETWEEN

KNOX COUNTY

AND

THE DEVELOPMENT CORPORATION

The following Defined Services Contract is effective the 1st day of July, 2012 by and between **KNOX COUNTY**, hereinafter referred to as the "**COUNTY**" and the DEVELOPMENT CORPORATION OF KNOX COUNTY, 17 Market Square, #201, Knoxville, Tennessee 37902, hereinafter referred to as the "**AGENCY**."

WITNESSETH:

WHEREAS, it is in Knox County's best interest for the Agency to provide services and perform certain activities on Knox County's behalf to promote and stimulate economic and community development.

WHEREAS, the Agency has the capability to perform the services required by Knox County and agrees to engage in the activities set forth below.

WHEREAS, the Knox County Commission approved Knox County's FY 2013 Budget on May 30, 2012, effective date July 1, 2012 and thereby included funding as described herein.

NOW, THEREFORE, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES.

- Business Parks (5)
- Prospect Activity
- Entrepreneurial Development
- Workforce Training
- Staff Services and State Compliance for Six (6) Boards

ARTICLE II. REPORTING.

The Agency will provide the County a ***Quarterly Performance Measures Report*** indicating the status of each of the anticipated outcomes and performance indicators attached to this Defined Services Contract as "Appendix A" by the 1st of the month following each quarter – October 1, January 1, April 1, and July 1.

ARTICLE III. TERM.

The term of this Defined Services Contracts shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**, unless terminated earlier pursuant to Article VI herein.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS.

Maximum Liability. In no event shall the maximum liability of the County under this Defined Services Contract, exceed Five hundred thousand dollars (\$500,000). The County will compensate the Agency on a reimbursement basis. The Agency shall submit an invoice for payment and a ***Reimbursement Form***, provided by the County, listing the expenses for which reimbursement is requested. Appropriate documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Agency's office as proof that the funds were expended only for the services listed in this Defined Services Contract.

The Agency may request payment on a quarterly basis - October 1, 2012; January 1, 2013; April 1, 2013; and June 1, 2013 until the total amount has been received. The Agency must be current on all reporting requirements in order to request payment.

ARTICLE V. MONITORING AND RECORDKEEPING.

The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Agency that are directly pertinent to this Defined Services Contract for the purpose of making audit, examination, excerpts, and transactions. The Agency must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of Performance Indicators. The Agency must retain all records relevant to the Defined Services Contract for a period of at least six (6) years.

ARTICLE VI. TERMINATION.

If the Agency shall fail to fulfill, in a timely and proper manner, their obligations under this Defined Services Contract, or if the Agency shall violate any of the covenants or stipulations of this Defined Services Contract, the County shall thereupon have the right to terminate this Defined Services Contract by giving five (5) calendar days written notice to the Agency of such termination and specifying the effective date thereof.

ARTICLE VII. INDEPENDENT CONTRACTOR.

The Agency shall render all services as an independent contractor and shall not be considered an officer, agent or employee of the County or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County.

ARTICLE VIII. PROPRIETARY INFORMATION.

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County or at the direction of the County.

ARTICLE IX. APPROPRIATIONS.

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exists to provide the services, then the Defined Services Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. This provision shall survive the termination of this Defined Services Contract.

ARTICLE X. INDEMNIFICATION.

The Agency shall indemnify, defend, save and hold harmless the 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 the Agency, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Agency, their subcontractors, agents or employees.

ARTICLE XI. POLITICAL ACTIVITY.

Neither the Agency's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities.

ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability Act of 1996 (HIPAA) necessary to the execution of Center performance under their Agreement. Neither the County nor the Contractor shall assign, sublet, or transfer its interest in their Agreement to any other party without the prior written approval of the other party. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County. Furthermore, the Agency warrants to the County 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 their contract. The Agency warrants that it will cooperate with the County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with County privacy officials and other compliance officers required by HIPAA and its regulations. The Agency will sign any documents that are reasonably necessary to keep the County and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

ARTICLE XIII. GOVERNING LAW.

Their agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Knox County.

ARTICLE XIV. ENTIRE AGREEMENT IN DOCUMENT.

This instrument embodies the entire agreement between the parties and no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained herein, shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed their Defined Services Contract as of the date first written above.

KNOX COUNTY

BY: _____
Tim Burchett, County Mayor

DATE: _____

AGENCY

BY: _____
AGENCY DIRECTOR

DATE : _____

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____
Knox County Law Director
Contract #:

DATE: _____

APPENDIX A

AGENCY OUTCOMES AND INDICATORS FOR REPORTING

	Result/Outcome	Outcome Indicator
1	Design review of projects in TDC-owned and/or managed properties.	Applications reviewed.
2	TDC - Board Meeting Management and support.	Meetings held and properly noticed.
3	JECD & Executive Committee of JECD - Board Meeting management and support.	a. Number of mtgs of Brd. b. Number of mtgs of JECD Executive Committee
4	KCIDB - Staff support for the Knox County Tax Incentive Program (payment-in-lieu -of-tax program).	a. Process application as received in accordance with adopted policies and procedures. b. Performance Reports completed on existing PILOT awards. c. Reports filed with the State Board of Equalization.
5	KCIDB - Staff support for the Knox County Tax Increment Financing Program.	Process applications as received in accordance with adopted policies and procedures.
6	KCIDB - Board meeting management and support.	a. Monthly Board meetings. b. Application Review Committee. c. Performance Evaluation Committee.
7	KCHEB - Staff support for taxable or tax-free financing for health, educational and housing facility projects.	Bonds issued by KCHEB acting as non-recourse conduit for companies located in Knox County.
8	KCHEB - Board meeting management and support.	Meetings held and properly noticed.
9	COKIDB - Board meeting management and support.	Meetings held and properly noticed.
10	Cinema IDB – Board meeting management and support	Meetings held and properly noticed.
11	Fairview - Start-up technology companies assisted in Knox County.	Number of companies in Fairview Technology Center.

TDC: The Development Corporation of Knox County
 JECD: Joint Economic and Community Development Board
 KCIDB: Knox County Industrial Development Board
 KCHEB: Knox County Health Education and Housing Facilities Board
 COKIDB: City of Knoxville Industrial Development Board
 Cinema IDB: City of Knoxville Cinema Industrial Development Board

This report should also include appropriate narratives and activity highlights describing the above indicators.

AGENDA COMMITTEE MEETING

31.

Meeting Date: 06/06/2012

Requested By: Grant
Rosenberg,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the General Fund, between Knox County and the Knoxville Chamber in the amount of \$120,000.00.

(Community Development)

Attachments

Contract

DEFINED SERVICES CONTRACT

BETWEEN

KNOX COUNTY

AND THE

KNOXVILLE CHAMBER

The following Defined Services Contract is effective the 1st day of July, 2012 by and between **KNOX COUNTY**, hereinafter referred to as the "**COUNTY**" and the **KNOXVILLE CHAMBER**, 17 Market Square, #201, Knoxville, TN, 37902, hereinafter referred to as the "**AGENCY**."

WITNESSETH:

WHEREAS, it is in Knox County's best interest for the Agency to enhance the overall economic prosperity for Knox County through collation of economic development agencies that will coordinate and execute an overall economic development strategy.

WHEREAS, the Agency has the capability to perform the services required by Knox County and agrees to engage in the activities set forth below.

WHEREAS, the Knox County Commission approved Knox County's FY 2013 Budget on May 30, 2012, effective date July 1, 2012 and thereby included funding as described herein.

NOW, THEREFORE, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The focus of this agreement shall be on new business recruitment and location services, existing business retention and expansion, and workforce development and education. The purpose of these activities is to create and retain jobs in Knox County, expand the tax base in Knox County, and provide additional educational and training opportunities of the business community of Knox County.

Recruitment activities include but are not limited to:

- Advertising
- Editorial Placement
- Targeted trade show attendance
- Site selection consulting
- Social Media
- Geographic recruitment missions

Business location services included but are not limited to:

- Face to face meetings
- Site development
- Access to capital
- Market/Financial analysis
- Human Resources
- Manufacturing data
- Community tours
- Logistics
- Access to incentives
- Job Training programs

Workforce development and education services include but are not limited to:

- Small and Minority Business development
- Business Counseling
- Mentor/Protégé program
- Workforce Training

ARTICLE II. REPORTING.

The Agency will provide the County a **Quarterly Performance Measures Report** indicating the status of each of the anticipated outcomes and performance indicators attached to this Defined Services Contract as "Appendix A" (attached) by the 1st of the month following each quarter – October 1, January 1, April 1, and July 1.

ARTICLE III. TERM.

The term of this Defined Services Contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**, unless terminated earlier pursuant to Article VI herein.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS.

Maximum Liability. In no event shall the maximum liability of the County under this Defined Services Contract exceed One hundred twenty thousand dollars (\$120,000). The County will compensate the Agency on a reimbursement basis. The Agency shall submit an invoice for payment and a **Reimbursement Form**, provided by the County, listing the expenses for which reimbursement is requested. Appropriate documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Agency's office as proof that the funds were expended only for the services listed in this Defined Services Contract. The Agency may request payment on a quarterly basis - October 1, 2012; January 1, 2013; April 1, 2013; and June 1, 2013 until the total amount has been received. The Agency must be current on all reporting requirements in order to request payment.

ARTICLE V. MONITORING AND RECORDKEEPING.

The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Agency that are directly pertinent to this Defined Services Contract for the purpose of making audit, examination, excerpts, and transactions. The Agency must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of Performance Indicators. The Agency must retain all records relevant to the Defined Services Contract for a period of at least six (6) years.

ARTICLE VI. TERMINATION

If the Agency shall fail to fulfill, in a timely and proper manner, their obligations under this Defined Services Contract, or if the Agency shall violate any of the covenants or stipulations of this Defined Services Contract, the County shall thereupon have the right to terminate this Defined Services Contract by giving five (5) calendar days written notice to the Agency of such termination and specifying the effective date thereof.

ARTICLE VII. INDEPENDENT CONTRACTOR.

The Agency shall render all services as an independent contractor and shall not be considered an officer, agent or employee of the County or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County.

ARTICLE VIII. PROPRIETARY INFORMATION.

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County or at the direction of the County.

ARTICLE IX. APPROPRIATIONS.

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exists to provide the services, then the Defined Services Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. This provision shall survive the termination of this Defined Services Contract.

ARTICLE X. INDEMNIFICATION.

The Agency shall indemnify, defend, save and hold harmless the 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 the Agency, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Agency, their subcontractors, agents or employees.

ARTICLE XI. POLITICAL ACTIVITY.

Neither the Agency's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities.

ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability Act of 1996 (HIPAA) necessary to the execution of the Agency performance under their Agreement. Neither the County nor the Contractor shall assign, sublet, or transfer its interest in their Agreement to any other party without the prior written approval of the other party. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County. Furthermore, the Agency warrants to the County 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 their contract. The Agency warrants that it will cooperate with the County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with County privacy officials and other compliance officers required by HIPAA and its regulations. The Agency will sign any documents that are reasonably necessary to keep the County and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

ARTICLE XIII. GOVERNING LAW.

Their agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Knox County.

ARTICLE XIV. ENTIRE AGREEMENT IN DOCUMENT.

This instrument embodies the entire agreement between the parties and no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained herein, shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed their Defined Services Contract as of the date first written above.

KNOX COUNTY

BY: _____
Tim Burchett, County Mayor

DATE: _____

KNOXVILLE CHAMBER

BY: _____
AGENCY DIRECTOR

DATE: _____

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____
Knox County Law Director
Contract #:

DATE: _____

Appendix A
Outcomes and Performance Indicators

Result/Outcome	Indicator
Create jobs in Knox County	# of jobs created in Knox County as reported by US Bureau of Labor Statistics due to specific and verifiable actions by Knoxville Chamber
Retain jobs in Knox County	# of jobs retained in Knox County through business retention efforts
Business recruitment activities including: maintain strong interest of prospective businesses, form new relations with site selection consultants, and continue to support existing industry in Knox County	# of active prospects broken down by industry sectors
	% of active projects generated by site selection consultants
	# of existing industry visits conducted and a written summary of the visit
Expose teachers to the business community via teachers in the workplace program	# of teachers participating in the workplace program*
Support entrepreneurial development efforts via the Mentor/Protégé program	# of Mentor/Protégé relationships*
Promote utilization of public and privately-owned business parks and/or other commercial/industrial property	List of sites visited with prospective businesses

***These metrics are reported only on an annual basis**

Narrative

1. Describe the assistance provided during the quarter. Include important recruitment efforts.
2. If a major success was achieved such as relocation or expansion, what criteria were most important in deciding to relocate to Knox Co or expand in Knox Co?
3. Describe efforts that were not successful during the quarter (recruitments that were closed due to business choosing another location or businesses that left Knox County). Include any exit reports and location chosen.
4. Provide comparison data (jobs created, etc.) for other MSA's in the Southeast. List significant business relocations in the Southeast.
5. List and describe any barriers, external factors, or assumptions that affect the data on this report and/or the current economic development activities in the region and Knox County. Include suggestions for how Knox County can help overcome any barriers.

AGENDA COMMITTEE MEETING

32.

Meeting Date: 06/06/2012

Requested By: Grant
Rosenberg,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Defined Service Contract, as approved in the FY2012-2013 Knox County Budget from the Hotel/Motel Tax Fund, between Knox County and The Arts and Cultural Alliance of Greater Knoxville in the amount of \$375,000.00.
(Community Development)

Attachments

Contract

DEFINED SERVICES CONTRACT

BETWEEN

KNOX COUNTY

AND

THE ARTS AND CULTURE ALLIANCE OF GREATER KNOXVILLE

The following Defined Services Contract is effective the 1st day of July, **2012** by and between **KNOX COUNTY**, hereinafter referred to as the "**COUNTY**" and the Arts and Culture Alliance of Greater Knoxville, P.O. Box 2506, Knoxville, TN, hereinafter referred to as the "**AGENCY**."

WITNESSETH:

WHEREAS, it is in Knox County's best interest for the Agency to support tourism-generating activities that benefit local businesses and residents. Because tourism is a labor intensive industry that operates year-round, seven (7) days a week, it provides critically needed employment opportunities for skilled and unskilled workers, young people and those interested in part-time and seasonal work. Tourism also provides economic diversification, drives investment in support of services, and promotes positive community identity and pride by encouraging locals to celebrate their traditions and preserve their cultural heritage and natural resources.

WHEREAS, the Agency has the capability to perform the services required by Knox County and agrees to engage in the activities set forth below.

WHEREAS, the Knox County Commission approved Knox County's FY 2013 Budget on May 30, 2013, effective date July 1, 2012 and thereby included funding as described herein.

NOW, THEREFORE, and in consideration of the premises and mutual promises and covenants stated herein, the parties agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Agency will provide with **25** local organizations more than 4,200 daytime and evening experiences year round. These activities can potentially accommodate a million visitors, including children. The Agency will provide Capital Improvement funds through the County to repair five historic homes. The sites are Blount Mansion, James White's Fort, Mabry-Hazen House, Marble Springs, and Ramsey House. (See Appendix B)

ARTICLE II. REPORTING.

The Agency will provide the County a report indicating the status of each of the anticipated outcomes and performance indicators attached to this Defined Services Contract as "Appendix A" by the 1st of the month following each quarter – October 1, January 1, April 1, and July 1.

- The Agency must have a signed and written agreement with all sub-awardees that specifies the amount of the award and includes all reporting requirements. The Agency must collect a quarterly programmatic report from each sub-awardee and keep it in the official grant file.
- Payment is by reimbursement only for each sub-awardee. Copies of reimbursement information submitted by the sub-awardee must be maintained in the official grant files. Without proof of spending funds, no payment shall be made by the Agency to a sub-awardee or by the County to the Agency.
- The County shall have access to review/audit the official grant file kept by the Agency as needed.

The County will invest eighty thousand dollars (\$80,000) for improvements/renovations of the historic homes and the Agency will maintain the reports of all necessary reports to be submitted to the County as needed.

ARTICLE III. TERM.

The term of this Defined Services Contract shall commence on **July 1, 2012** and shall terminate on **June 30, 2013**, unless terminated earlier pursuant to Article VI herein.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS.

Maximum Liability. In no event shall the maximum liability of the County under this Defined Services Contract exceed Three hundred seventy-five thousand dollars (\$375,000). The County will compensate the Agency on a reimbursement basis. The Agency shall submit an invoice for payment and a **Reimbursement Form**, provided by the County, listing the expenses for which reimbursement is requested. Appropriate documentation of expenses including invoices marked paid, receipts, purchase orders, timecards, cancelled checks, and other appropriate documentation must be held in an official grant file at the Agency's office as proof that the funds were expended only for the services listed in this Defined Services Contract. The Agency may request payment on a quarterly basis - October 1, 2012; January 1, 2013; April 1, 2013; and June 1, 2013 until the total amount has been received. The Agency must be current on all reporting requirements in order to request payment.

ARTICLE V. MONITORING AND RECORDKEEPING.

The County or any of their authorized representatives shall have access to any books, documents, papers, and records of the Agency that are directly pertinent to this MOU for the purpose of making audit, examination, excerpts, and transactions. The Agency must provide the requested information and/or make the necessary modifications to the information presented to comply with the County's requirements and allow as many site visits by County's representative as are deemed necessary to establish and validate results/outcomes of Performance Indicators. The Agency must retain all records relevant to the Defined Services Contract for a period of at least six (6) years.

ARTICLE VI. TERMINATION.

If the Agency shall fail to fulfill, in a timely and proper manner, their obligations under this Defined Services Contract, or if the Agency shall violate any of the covenants or stipulations of this Defined Services Contract, the County shall thereupon have the right to terminate this Defined Services Contract by giving five (5) calendar days written notice to the Agency of such termination and specifying the effective date thereof.

ARTICLE VII. INDEPENDENT CONTRACTOR.

The Agency shall render all services as an independent contractor and shall not be considered an officer, agent or employee of the County or entitled to any benefits, insurance, pension, worker's compensation, or any other benefit as that of an employee of the County.

ARTICLE VIII. PROPRIETARY INFORMATION.

The Agency shall not use or duplicate, in any way or by any means, any proprietary information, including trade secrets belonging to or supplied or otherwise made available except in the performance of work or the rendering of services for the County or at the direction of the County.

ARTICLE IX. APPROPRIATIONS.

In the event no funds are appropriated by Knox County for the Services described herein in any fiscal year or insufficient funds exists to provide the services, then the Defined Services Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party. This provision shall survive the termination of this Defined Services Contract.

ARTICLE X. INDEMNIFICATION.

The Agency shall indemnify, defend, save and hold harmless the 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 the Agency, their subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of the Agency, their subcontractors, agents or employees.

ARTICLE XI. POLITICAL ACTIVITY.

Neither the Agency's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities.

ARTICLE XII. FEDERAL, STATE AND COUNTY REQUIREMENTS.

The Agency shall comply with all local, state and federal requirements including all applicable provisions of the Health Insurance Portability Act of 1996 (HIPAA) necessary to the execution of Center performance under their Agreement. Neither the County nor the Contractor shall assign, sublet, or transfer its interest in their Agreement to any other party without the prior written approval of the other party. The Agency shall not issue a subcontract for the duties or services set forth above without prior approval of the County. Furthermore, the Agency warrants to the County 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 their contract. The Agency warrants that it will cooperate with the County in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with County privacy officials and other compliance officers required by HIPAA and its regulations. The Agency will sign any documents that are reasonably necessary to keep the County and the Agency in compliance with HIPAA, including but not limited to business associate agreements.

ARTICLE XIII. GOVERNING LAW.

Their agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Knox County.

ARTICLE XIV. ENTIRE AGREEMENT IN DOCUMENT.

This instrument embodies the entire agreement between the parties and no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than contained herein, shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed their Memorandum of Understanding as of the date first written above.

KNOX COUNTY

BY: _____
Tim Burchett, County Mayor

DATE: _____

**THE ARTS AND CULTURE ALLIANCE
OF GREATER KNOXVILLE**

Agency Director

DATE: _____

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY: _____
Knox County Law Director
Contract #:

DATE: _____

APPENDIX A

Knox County Tourism, Arts, and Culture Report Form

Instructions:

This form must be completed by an authorized official or project director. The original form should be signed and submitted by mail or scanned and submitted as an email attachment. Please answer each question briefly, summarizing the results of your project or programs. Please be as specific as possible. Attach additional pages if necessary.

Date:

Agency:

Address:

Contact:

Phone:

Email:

Award Amount:

Total Number of Individuals Benefitting:

1. _____ List the actual attendance figures for your funded project for the past quarter. If the grant award was for operating expenses, list total attendance during the quarter.

2. _____ Did your project or organization attract the expected audience and attendance figures? Why or why not?

3. _____ For FY 2013, the Knox County grant funds for your organization were part of the Hotel/Motel Tax Fund. Please describe the impact your program/organization has had on economic development this quarter, particularly relating to the creation and retention of jobs, both directly and indirectly through vendors and contracts.

4. _____ For FY 2013, the Knox County grant funds for your organization were part of the Hotel/Motel Tax Fund. Please describe the impact your program/organization had on tourism this quarter. Particular emphasis should be placed on the number of individuals attending programs from outside of Knox County and the financial impact this brought. Note: It is important that you talk to your partners in the restaurant and hotel industry to assist with collecting this information.

5. _____ Were Knox County's funds used to leverage private, state, or federal dollars? If so, please describe.

6. _____ Please describe your advocacy and promotion efforts for Knoxville/Knox County. Please show where/how Knox County was given credit for its funding in promotional materials.

Appendix B

The Arts and Culture Alliance of Greater Knoxville

<u>Agency</u>	<u>Funding</u>
African American Appalachian Arts	\$6,087.00
Bijou Theatre	\$16,857.00
Blount Mansion	\$11,239.00
Carpetbag Theatre	\$6,087.00
Clarence Brown	\$7,960.00
Dogwood Arts Festival	\$14,047.00
East TN Historical Society	\$16,857.00
Frank H. McClung Museum	\$7,960.00
Historic Tennessee Theatre Fund	\$7,492.00
Hola Hora Latino	\$6,087.00
Ijams Nature Center	\$7,492.00
James White's Fort Historic Site	\$11,239.00
Jubilee Community Arts at the Laurel	\$6,087.00
Knoxville Jazz Orchestra	\$4,682.00
Knoxville Museum of Art	\$24,349.00
Knoxville Opera Company	\$24,349.00
Knoxville Symphony Orchestra	\$24,349.00
Knoxville Zoo	\$24,349.00
Mabry-Hazen Historic Museum	\$11,239.00
Marble Springs Historic Site	\$11,239.00
Martin Luther King, Jr. Commemorative Commission	\$5,619.00
Ramsey House Historic Site	\$11,239.00
Tennessee Stage Company	\$5,619.00
Tennessee Valley Fair	\$8,429.00
WDVX	\$14,047.00

Capital Renovations Funding

<u>Agency</u>	<u>Funding</u>
Blount Mansion	\$16,000.00
James White's Fort	\$16,000.00
Hazen House Historical Museum	\$16,000.00
Marble Springs Capital	\$16,000.00
Ramsey House	\$16,000.00

AGENDA COMMITTEE MEETING

33.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Agreement with Helen Ross McNabb in the amount of \$40,000.00 for comprehensive Child/Youth and Adult Indigent Mental Health Service. These are Community Development Block Grant (CDBG) Federal Funds as approved in the 2012 Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

Attachments

Contract

**AGREEMENT BETWEEN
KNOX COUNTY
AND
HELEN ROSS MCNABB CENTER**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the "County", and the **HELEN ROSS MCNABB CENTER**, a non-profit corporation hereinafter referred to as "Awardee" and which is located at 201 W. Springdale Avenue, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Low and Moderate-Income" shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.
2. "Very Low-Income" shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)** in 2012 CDBG Program Funds for comprehensive child/youth and adult indigent mental health services.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. **NATIONAL OBJECTIVES**

Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate income National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**

Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. **TERM OF CONTRACT**

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Forty Thousand and No/100 Dollars (\$40,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a corporation invoice with adequate and proper documentation of eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 24 CFR 84.21.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate

documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, time-sheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County.
5. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household, and household income showing the extent to which these categories of persons have participated in, or benefited from the project.
6. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
7. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
8. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall be come effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504.
3. **DAVIS BACON:** Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, Awardee and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards which govern the payment of wages and the ratio of apprentices and trainees to journey-workers.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.
9. **PROHIBITED ACTIVITY**
Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

10. ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT

Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds.

11. PROPERTY STANDARDS

Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.

12. PROCUREMENT

Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination of this Agreement.

13. COMPLIANCE

Awardee will be monitored by the County for compliance with the regulations of the CDBG Program. Awardee will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.

14. LEAD BASED PAINT

Awardee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.

15. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.

16. SECTION 3 CLAUSE

If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement.

17. HOLD HARMLESS AGREEMENT: Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:

- Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
- The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary; and;
- In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all

rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

F. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.
2. In accordance with regulations, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
3. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.
4. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).
5. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
6. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
7. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee:
 - Fails to file required reports or to meet project progress or completion deadlines;
 - Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.

- Expends funds under this Agreement for ineligible activities, services or items;
 - Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
8. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

G. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
- A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
- Records documenting compliance with fair housing and equal opportunity, if applicable;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- Records demonstrating compliance with affirmative marketing requirements, and minority and/or female owned business/contractor data, if applicable.
- Records demonstrating compliance with conflict of interest requirements.
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

I. MONITORING

The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

J. PROVISION OF THE HATCH ACT

Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the conflict of interest provisions in the procurement of property and services in 24 CFR 84.42 and 570.611.

No member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official of the County who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder.

No employee, officer or agent of the Awardee shall participate in the selection, or the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

DATE: _____

HELEN ROSS MCNABB CENTER

By: _____
Andy Black
Executive Director

DATE: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

DATE: _____

KNOX COUNTY LAW DEPARTMENT

By: _____

DATE: _____

Contract No: _____

APPENDIX A
PROJECT AREA

The principal offices of the Helen Ross McNabb Center are located at 201 W. Springdale Avenue, Knoxville, TN 37917.

APPENDIX B

PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number persons assisted with new access to a service.

Number of persons assisted with improved access to a service.

Number of low-income persons assisted with a service or benefit that is no longer substandard.

GOALS, OBJECTIVES AND TASKS

The County will fund \$40,000 to Awardee to provide comprehensive indigent behavioral health services for twenty-five (25) children (Child Net) and one-hundred (100) adults (Adult Indigent Care). Child Net is for children ages 2 through 18 who are experiencing trauma, mental illness, and or behavioral problems and are unable to pay due to lack of health insurance. Services provided by Child Net include psychiatric assessment, individual and family counseling, case management, classroom observation, and consultation from trained mental health professionals.

The Adult Indigent Care Program (AICP) provides high quality mental health services at no cost to uninsured adults residing in Knox County. Services include initial assessment, psychiatric evaluation, psychiatric medication management, and crisis intervention. AICP also provides pharmacy assistance at no cost to the individual. The program seeks to provide all services needed to assist the person in achieving psychiatric symptom stabilization and to begin the recovery process.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30 percent, 50 percent or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

APPENDIX C

BUDGET

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - OTHER FUNDS VOLUNTEER/DONATED
PERSONNEL			
Salaried Positions –Job Title			
Salaries Total	\$88,018		
Fringe Benefits			
PERSONNEL TOTAL	\$40,000	\$40,000	\$48,018
OPERATING COSTS			
Insurance			
Equipment			
Printing and Postage			
Supplies			
Telephone			
Travel			
Other (Utilities, Training, Data, Food)			
TOTAL OPERATING			
BUDGET TOTAL		\$40,000.00	\$48,018

AGENDA COMMITTEE MEETING

34.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with the Knoxville/Knox County Community Action Committee in the amount of \$450,000.00. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan for housing minor home repair and construction in Knox County.
(Community Development)

Attachments

CAC 2012

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
KNOX COUNTY
AND
KNOXVILLE/KNOX COUNTY COMMUNITY ACTION COMMITTEE**

This intergovernmental Memorandum of Understanding and Agreement ("Agreement") is made and entered at Knoxville, Knox County, Tennessee 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 Knoxville/Knox County Community Action Committee, a public agency with principal offices located at 2247 Western Avenue, Knoxville, Tennessee 37921, and hereinafter referred to as "Awardee".

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described above.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

AWARDEE agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **Four Hundred Fifty Thousand and no/100 Dollars (\$450,000)** in 2012 CDBG Program Funds for minor home and emergency home repairs, housing rehabilitation, and water/sewer construction services in Knox County.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the performance measurements set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein. The County, through their duly authorized employees and representatives, will monitor the performance of the Awardee.
5. Awardee is eligible as single-unit residential activity under 570.202 is meets the L/M income National Objective according to 24 CFR 570.208(a)(3).
6. The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.
7. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00)**. Project expenses paid to Awardee are provided through the

CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on approved payment requests for actual expenses incurred or paid. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The County and Awardee must approve any amendments to this schedule in writing.

8. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, timesheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review.
9. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion of the project.
10. Awardee shall provide the County with a report that provides racial, ethnic, and head of household information, and household income showing the extent to which these categories of persons have participated in, or benefited from the project. Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
11. Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. "Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20)."
12. Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by law.
13. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardees' creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.
14. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.

15. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include language in all subcontracts executed under this Agreement.

SPECIAL TERMS AND CONDITIONS

1. In accordance with CDBG regulations, the termination of this Memorandum of Understanding (Agreement) before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
2. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County's duly authorized representatives.
3. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
 - Implements the project prior to notification from the County that the Federal environmental review process is completed.
4. Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.

5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Memorandum of Understanding shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

AGREEMENT SIGNATURE: The undersigned person signing as an officer on behalf of AWARDEE, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of AWARDEE and to bind the same to this Agreement, and, further that AWARDEE has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

KNOXVILLE/KNOX COUNTY COMMUNITY ACTION COMMITTEE

By: _____
Barbara Kelly
Executive Director

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

KNOX COUNTY LAW DEPARTMENT

By: _____
Contract No. _____

APPENDIX A

PROJECT AREA

The offices of the Knoxville/Knox County Community Action Committee (Awardee) are located at 2247 Western Avenue, Knoxville, TN 37921.

APPENDIX B

PERFORMANCE MEASUREMENTS

OBJECTIVE/OUTCOME:

Awardee is a public agency providing affordable decent housing to the citizens of Knox County by offering owner-occupied single-family housing rehabilitation programs including emergency home repair, minor home repair, housing rehabilitation, and water/sewer construction services to low and moderate-income households.

PERFORMANCE INDICATORS:

Number of units provided minor home repair, rehabilitation, reconstruction and/or water/sewer construction services.

Number of units occupied by very-low income elderly.

Number of units brought to standard.

Number of units made accessible.

Number of units qualified as Energy Star.

GOALS, OBJECTIVES AND TASKS

The County will fund \$450,000.00 in 2012 CDBG funds to Awardee for administration and rehabilitation construction services for owner-occupied, low-income homeowners. Owner-occupied housing rehabilitation includes three levels of service, depending upon the needs and eligibility of the households:

- Level I – Emergency Home Repair, includes septic repair and water or sewer connections requiring up to \$4,999 in rehab.
- Level II – Minor Home Repair includes weatherization and is \$5,000 - \$9,999 in rehab.
- Level III – Housing Rehabilitation includes substantial rehabilitation from \$10,000 – to the value of the home.

The following are specific job functions that are required of Awardee:

1. Prescreen homeowners on eligibility criteria and give referrals to other programs as necessary.
2. Prepare CAC program application with homeowner and ensures required eligibility documentation.
3. Conduct initial inspection and prepare preliminary report to include deficiencies, recommendation of corrective actions, and work cost estimate. Take photographs. Forward report with photos to Knox County Community Development (KCCD).

4. Prepare detailed Work Write-Up on approved applicants. The Write-Up will consist of work specifications, floor plan, window and door schedule, cost estimate, timeline and determination of homeowner relocation. Forward to Knox County Codes (Codes) for review.
5. Obtain all necessary permits as required.
6. Make adjustments to Work Write-Up and submit to KCCD and Codes.
7. Work with Knox County Purchasing for all sub-contractor activity.
8. Set-up and conduct pre-construction meeting with CAC, KCCD, and the homeowner to discuss the scope of work and the construction process.
9. Review Field Reports and discuss with Codes.
10. Submit payment requests to Codes for approval.
11. Attend "punch-list" inspection and make necessary changes, additions, etc to work.
12. Attend "final" inspection and take photographs for documentation.
13. Forward punch list, final report, warranties, and photographs to KCCD. Sign forms or obtains signatures as required for KCCD.

**APPENDIX C
2012-2013 BUDGET**

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - CAC FUNDS
DIRECT JOB PERSONNEL			
Laborers		\$85,000.00	
FRINGE BENEFITS		\$33,150.00	
DIRECT JOB PERSONNEL TOTAL		\$118,150.00	
OFFICE PERSONNEL			
Client Services. – Intake & Processing		\$38,000.00	
Program Support – Payments, Invoices, etc.		\$37,700.00	
OFFICE PERSONNEL TOTAL		\$75,700.00	
BUILDING SUPPLIES		\$160,000.00	
EQUIPMENT & TOOLS		\$3,000.00	
JOB TRANSPORTATION – Repairs and Maintenance, Gasoline, Local Mileage		\$5,000.00	
CONTRACTED SERVICES - Roofing, Electrical, Plumbing, HVAC, Flooring		\$70,695.70	82,250.00 DOE Weatherization, THDA LIHEAP, TN LIHEAP(LEAD)
BUILDING CHARGES - Permits, Licenses, Fees, Solid Waste		\$500.00	
INSURANCE - Builders Risk, Payment Bond, Performance Bond, Surety Bond		\$500.00	
DIRECT JOB TOTAL		\$357,845.70	\$82,250.00
OPERATING COSTS			
Communications - Printing, Copying, Phones		\$1,000.00	
Rent/Lease		\$10,829.30	
Professional Services		\$2,000.00	
Travel - Conferences		\$500.000	\$3,000.00
Office Supplies		\$125.00	\$1,250.00
Audit Services		\$500.00	\$5,000.00
Insurance		\$1500.00	
CAC ADMIN CHARGES		\$0	\$11,900.00
TOTAL HOUSING PERSONNEL & OPERATING		\$92,154.30	\$21,150.00
BUDGET TOTAL		\$450,000.00	\$103,400.00

AGENDA COMMITTEE MEETING

35.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the University of Tennessee in the amount of \$10,000.00 for the Knoxville Homeless Management Information System (HMIS). These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

Attachments

UT HMIS 2012

**AGREEMENT BETWEEN
KNOX COUNTY
AND
THE UNIVERSITY OF TENNESSEE**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the "County", and **THE UNIVERSITY OF TENNESSEE**, a state agency hereinafter referred to as "Awardee" and which is located at the Office of Research, 1534 White Avenue, Knoxville, Tennessee 37996.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Low and Moderate-Income" shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.
2. "Very Low-Income" shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in 2012 CDBG Program funds for the Knoxville Homeless Management Information System (HMIS).
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. **NATIONAL OBJECTIVES**

Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate-income clientele National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**

Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. TERM OF CONTRACT

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Ten Thousand and no/100 Dollars (\$10,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a corporation invoice with adequate and proper documentation of the eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable.

The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, time-sheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County.
5. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household, and household income showing the extent to which these categories of persons have participated in, or benefited from the project.
6. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five-years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
7. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
8. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including, but not limited to, the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504.
3. **DAVIS BACON:** Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, Awardee and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards which govern the payment of wages and the ratio of apprentices and trainees to journey-workers.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.

5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.
6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.

9. **PROHIBITED ACTIVITY:** Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
10. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds. Awardee will conduct any acquisition, rehabilitation, or demolition of real property, and negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606.
11. **PROPERTY STANDARDS:** Knox County will monitor the construction, if applicable, under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
12. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination or cancellation of this Agreement.

Unless otherwise specified within this Agreement, the Awardee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

13. **COMPLIANCE:** Awardee will be monitored by the County for compliance with the regulations of the CDBG Program. Awardee will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.
14. **LEAD BASED PAINT:** Awardee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.
15. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
16. **SECTION 3 CLAUSE**
If applicable, Awardee agrees to comply with Section 3 requirements and to include the specific language in all subcontracts executed under this Agreement.

F. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for profit corporation under the laws of the State of Tennessee.
2. In accordance with regulations, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
3. Upon completion of the project, any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination will revert to the County.

4. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate).
5. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
6. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
7. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee:
 - Fails to file required reports or to meet project progress or completion deadlines;
 - Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.
 - Expends funds under this Agreement for ineligible activities, services or items;
 - Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
8. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

G. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report (CAPER) submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
 - A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
 - Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
 - Compliance with conflict of interest requirements.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of

record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

I. MONITORING

The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

J. PROVISION OF THE HATCH ACT

Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the conflict of interest provisions in the procurement of property and services in 24 CFR 84.42 and 570.611.

No member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official of the County who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder.

No employee, officer or agent of the Awardee shall participate in the selection, or the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee any 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

N. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

DATE: _____

THE UNIVERSITY OF TENNESSEE

By: _____
Dr. Gregory D. Reed
Associate Vice Chancellor of Research

DATE: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Knox County Law Department

Contract No. _____

APPENDIX A
PROJECT AREA

The Office of Research for The University of Tennessee is located at 1534 White Avenue, Knoxville, Tennessee 37996-3333.

APPENDIX B

PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee is a Public Service that provides essential services and activities that are designed to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS

Number of persons assisted with new access to this service or benefit.

Number of persons assisted with improved access to service.

Number of persons that now receive a service or benefit that is no longer substandard.

GOALS, OBJECTIVES AND TASKS:

The County will fund \$10,000 to Awardee to improve service delivery to homeless persons through the implementation and management of an information system linking Knox area homeless service providers. The three primary goals are: (1) generate longitudinal data on homelessness; (2) provide a tool for improved data capture, service delivery and coordination among homeless service providers; and (3) use HMIS-generated data to inform policy decisions about homelessness. The Awardee will collect data on seven thousand (7,000) homeless individuals.

The University Of Tennessee College Of Social Work in collaboration with the Knoxville/Knox County Homeless Coalition operates the Knoxville HMIS for the Homeless. Currently fourteen homeless service providers in Knox County are linked. Plans are to provide agency partners HMIS training and support for the implementation of referral tracking with the software. In addition to this, KnoxHMIS will serve as a critical resource for provision of real-time data to help guide community conversation and public policy.

Following are specific data requirements that will be required for reporting monthly and annually:

1. Amount of money leveraged (from other Federal, state, local, and private sources) per activity;
2. Income levels of persons assisted by: 30 percent, 50 percent, or 80 percent of area median income, adjusted for family size;
3. Race and ethnicity;
4. Female-headed and elderly households.

APPENDIX C

BUDGET

BUDGET ITEM	CALCULATION	CDBG REQUEST	OTHER FUNDS VOLUNTEER/DONATED
PERSONNEL Salaried Positions –Job Title	HOURLY/SALARY RATE		
Data Analyst	22.40 x 40		\$43,019.00
IT Support/Programmer	31.08 x 20	\$10,000.00	\$19,778.00
Coordinator/Trainer	21.70 x 20		\$20,910.00
TOTAL	\$93,707.00	\$10,000.00	\$83,707.00
Fringe Benefits	\$36,269.00	0	\$36,269.00
TOTAL SALARIES	\$129,976.00	\$10,000.00	\$119,976.00
OPERATING COSTS			
Supplies	\$2,028.00	0	\$2,028.00
Rent/Lease	In-Kind	0	In-Kind
Printing	\$150.00	0	\$150.00
Phone	\$500.00	0	\$500.00
Travel	0	0	0
Software	\$20,546.00	0	\$20,546.00
TOTAL OPERATING	\$23,224.00	0	\$23,224.00
BUDGET TOTAL	\$153,200.00	\$10,000.00	\$143,200.00

AGENDA COMMITTEE MEETING

36.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Knox County Public Defender's Community Law Office in the amount of \$25,000.00 for case management and a recidivism prevention program. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

Attachments

PD - CLO 2012

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
KNOX COUNTY
AND
PUBLIC DEFENDER COMMUNITY LAW OFFICE**

This Memorandum of Understanding and Agreement ("Agreement") is made and entered at Knoxville, Knox County, Tennessee 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 Knox County Public Defender's Community Law Office (Awardee), a public body duly chartered and organized under the laws of the State of Tennessee, pursuant to applicable provisions of Tennessee law and located at 1101 Liberty Street, Knoxville, Tennessee 37919.

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described above.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** in 2012 CDBG Program Funds for a master's level social worker to provide intense and individualized case management for 200 clients.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the performance measurements set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein. The County, through their duly authorized employees and representatives, will monitor the performance of the Awardee.
4. **NATIONAL OBJECTIVE**
Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate income National Objective according to 24 CFR 570.208(a)(2)(i)(B)(C). A signed and dated income verification form must verify client income.

5. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

B. **TERM OF CONTRACT**

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

C. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Twenty-Five Thousand and no/100 Dollars (\$25,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The County and Awardee must approve any amendments to this schedule in writing.
2. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, timesheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
3. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion of the project.
4. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household, and household income showing the extent to which these categories of persons have participated in, or benefited from the project. Awardee will determine each family's eligibility based on the annual income in accordance

with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.

5. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five-years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
6. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
7. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

D. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including, but not limited to, the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall be come effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504. All program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
3. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
4. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.
5. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

6. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
7. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.
8. **PROHIBITED ACTIVITY:** Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
9. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination or cancellation of this Agreement.

Unless otherwise specified within this Agreement, the Awardee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

10. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds.
11. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
12. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include language in all subcontracts executed under this Agreement.

E. SPECIAL TERMS AND CONDITIONS

1. In accordance with CDBG regulations, the termination of this Memorandum of Understanding before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
2. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County's duly authorized representatives.
3. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;

- Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
 - The Awardee implements the project prior to notification from the County that the Federal environmental review process is completed.
4. Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.
 5. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

F. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
- A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
- Records demonstrating compliance with conflict of interest requirements.
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

G. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Memorandum of Understanding shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

I. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

PUBLIC DEFENDER – COMMUNITY LAW OFFICE

By: _____
Mark E. Stephens
Knox County Public Defender

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

KNOX COUNTY LAW DEPARTMENT

By: _____

Contract No. _____

APPENDIX A

PROJECT AREA

The offices of the Public Defender Community Law Office (Awardee) are located at 1101 Liberty Street, Knoxville, TN 37919.

APPENDIX B

PERFORMANCE MEASUREMENTS

OBJECTIVE/OUTCOME:

Awardee is a public service activity funded to provide essential services and activities that are designed to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

1. The number of persons assisted with new access to this service or benefit.
2. The number of persons assisted with improved access to this service or benefit, (where service is provided at specific set-ups).
3. The number of persons assisted during the 2012-2013 program year that remain out of incarceration, homelessness, and hospitalization.
4. The number of persons from the 2012-2013 program year that become "repeat offenders" and are incarcerated.

GOALS, OBJECTIVES AND TASKS

The County will fund \$25,000 to the Awardee for the salary and benefits of a masters level social worker to provide an intensive recidivism prevention program and case management for 200 clients. From the 200 clients, the goal is for the case manager to link 75 individuals with stable housing and/or mental health/substance abuse treatment and medication; and increase the personal income of 25 individuals via employment or access to SSI/SSDI benefits. The program will focus on individuals involved in the criminal justice system and increase the coordination of services among agencies that work with the chronically homeless. In addition to providing therapeutic case management, the social worker will collaborate with clients to create workable solutions such as anger management, coping skills, parenting skills, transportation, and education to help the individuals become stable and self sufficient. The social worker will also track the recidivism of clients.

Following are specific data requirements that will be reported monthly and annually:

- Amount of money leveraged (from other Federal, state, local, and private sources) per activity;
- Income levels of persons assisted by: 30 percent, 50 percent, or 80 percent of area median income.
- Race and ethnicity;
- Female-headed and elderly households.

APPENDIX C

BUDGET

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - OTHER FUNDS VOLUNTEER/DONATED
PERSONNEL Salaried Positions – Job Title			
Master Level SW	\$17.71	\$23,223.00	
Benefits & Taxes		\$ 1,777.00	
PERSONNEL TOTAL		\$25,500.00	
OPERATING COSTS			
Supplies	N/A		
BUDGET TOTAL		\$25,500.00	

AGENDA COMMITTEE MEETING**37.****Meeting Date:** 06/06/2012**Requested By:** Sheila Muenzer,
COMMUNITY
DEVELOPMENT**Department:** COMMUNITY DEVELOPMENT**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES**Appropriation Required:** NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Knoxville Academy of Medicine Foundation in the amount of \$27,000.00 for the operation of Knoxville Area Project Access (KAPA). These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

AttachmentsKAM 2012

**AGREEMENT BETWEEN
KNOX COUNTY
AND
KNOXVILLE ACADEMY OF MEDICINE FOUNDATION**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the "County", and the **KNOXVILLE ACADEMY OF MEDICINE FOUNDATION**, a non-profit corporation hereinafter referred to as "Awardee" and which is located at 115 Suburban Road, Knoxville, Tennessee 37923.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Low and Moderate-Income" shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.
2. "Very Low-Income" shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)** in 2012 CDBG Program Funds for the operation of Knoxville Area Project Access (KAPA).
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. **NATIONAL OBJECTIVES**

Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate income National Objective according to 24 CFR 570.208(a) (2). A signed and dated income verification form must verify client income.

5. **STAFFING**

Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. **TERM OF CONTRACT**

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on agency letterhead with adequate and proper documentation of eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 24 CFR 84.21.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been

provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, time-sheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County.
5. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household and household income showing the extent to which these categories of persons have participated in, or benefited from the project.
6. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
7. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
8. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504. All program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.
3. **DAVIS BACON:** Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, Awardee and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards which govern the payment of wages and the ratio of apprentices and trainees to journey-workers.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.

5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.
6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.

9. **PROHIBITED ACTIVITY:** Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
10. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds.
11. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time or project completion.
12. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination of this Agreement.
13. **COMPLIANCE:** Awardee will be monitored by the County for compliance with the regulations of the CDBG Program. Awardee will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.
14. **LEAD BASED PAINT:** Awardee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.
15. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
16. **SECTION 3 CLAUSE:** If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement.
17. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:
 - Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
 - The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary; and;

- In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

F. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for profit corporation under the laws of the State of Tennessee.
2. In accordance with regulations, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
3. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.
4. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).
5. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
6. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
7. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee:
 - Fails to file required reports or to meet project progress or completion deadlines;

- Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.
 - Expends funds under this Agreement for ineligible activities, services or items;
 - Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
8. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

C. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Awardee shall maintain all required by the Federal regulations specified in 24 CFR 570.506 that are

pertinent to the activities to be funded under this Agreement. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:

- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
- A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
- Records documenting compliance with fair housing and equal opportunity;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- Records demonstrating compliance with conflict of interest requirements.
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

I. MONITORING

The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

J. PROVISION OF THE HATCH ACT

Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the conflict of interest provisions in the procurement of property and services in 24 CFR 84.42 and 570.611.

No member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official of the County who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder.

No employee, officer or agent of the Awardee shall participate in the selection, or the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

DATE: _____

KNOXVILLE ACADEMY OF MEDICINE FOUNDATION

By: _____
Kimberly F. Weaver, PhD
Executive Director

DATE: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

DATE: _____

KNOX COUNTY LAW DEPARTMENT

By: _____

DATE: _____

Contract No: _____

APPENDIX A
PROJECT AREA

The principal offices of the Knoxville Academy of Medicine Foundation (Knoxville Area Project Access) are located at 115 Suburban Road, Knoxville, TN 37923.

APPENDIX B

PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number persons assisted with new access to a service.

Number of persons assisted with improved access to a service.

Number of low-income persons assisted with a service or benefit that is no longer substandard.

GOALS, OBJECTIVES AND TASKS

The County will fund \$27,000 to Awardee for the coordination of medical services for 1,800 low-income, uninsured residents of Knox County. Services available through KAPA include primary care, specialty physician care, hospital inpatient and outpatient services, lab services, behavioral health and pharmacy support. KAPA seeks to increase access to care by developing a volunteer private provider network and to improve continuity of care for the uninsured through coordination of care provided by area hospitals, the Knoxville Physician Community, area health centers, and other partners. To qualify the individual must be a Knox County resident that has no other access to employment or government-sponsored health insurance and an annual income that does not exceed the low and moderate income guidelines established by HUD. Eligibility is verified every 90 days by a staff specialist.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30 percent, 50 percent or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

APPENDIX C

BUDGET

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - OTHER FUNDS VOLUNTEER/DONATED
PERSONNEL			
Salaried Positions –Job Title			
Case Manager	17.54 X 2080	\$27,000.00	\$9,483.20
			\$354,194.34
Benefits & Taxes	\$3,516.80		\$95,915.18
PERSONNEL TOTAL	\$40,000.00	\$27,000.00	\$459,592.72
OPERATING COSTS			
Supplies			\$2,000
Equipment			\$3,,000
Rent/Lease			\$28,667.40
Insurance			\$
Printing			\$1,000
Phone			\$12,000
Travel			\$15,750
Other			\$60,220
TOTAL OPERATING			\$122,637.40
BUDGET TOTAL		\$27,000.00	\$582,230.12

AGENDA COMMITTEE MEETING**38.****Meeting Date:** 06/06/2012**Requested By:** Sheila Muenzer,
COMMUNITY
DEVELOPMENT**Department:** COMMUNITY DEVELOPMENT**Requires Expenditure of Funds:** YES **Funded in Current Budget:** YES**Appropriation Required:** NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Volunteer Ministry Center in the amount of \$15,000.00 for the operation of the VMC Dental Clinic. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan. *(Community Development)*

AttachmentsVMC 2012

**AGREEMENT BETWEEN
KNOX COUNTY
AND
VOLUNTEER MINISTRY CENTER**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the "County", and the **VOLUNTEER MINISTRY CENTER (VMC)**, a non-profit corporation hereinafter referred to as "Awardee" and which is located at 511 N. Broadway, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Low and Moderate-Income" shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.
2. "Very Low-Income" shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** in 2012 CDBG Program Funds for the operation of the VMC Dental Clinic.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. **NATIONAL OBJECTIVES**

Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate income National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**

Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. **TERM OF CONTRACT**

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a corporation invoice with adequate and proper documentation of eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. Payments may be contingent upon certification of the Awardee's financial management system in accordance with the standards specified in 24 CFR 84.21.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been

provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, time-sheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County.
5. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household, and household income showing the extent to which these categories of persons have participated in, or benefited from the project.
6. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
7. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
8. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504.
3. **DAVIS BACON:** Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, Awardee and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards which govern the payment of wages and the ratio of apprentices and trainees to journey-workers.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.
9. **PROHIBITED ACTIVITY:** Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

10. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds.
11. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time or project completion.
12. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination of this Agreement.
13. **COMPLIANCE:** Awardee will be monitored by the County for compliance with the regulations of the CDBG Program. Awardee will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.
14. **LEAD BASED PAINT:** Awardee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.
15. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
16. **SECTION 3 CLAUSE**

If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement.
17. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:
 - Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
 - The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary; and;
 - In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

F. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.
2. In accordance with regulations, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
3. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.
4. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).
5. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
6. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
7. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee:
 - Fails to file required reports or to meet project progress or completion deadlines;
 - Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.
 - Expends funds under this Agreement for ineligible activities, services or items;

- Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
8. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

G. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. . Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information: Awardee shall maintain records that document the following information:

- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
- A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance, if applicable;
- Records documenting compliance with fair housing and equal opportunity, if applicable;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- Records demonstrating compliance with conflict of interest requirements.
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

I. MONITORING

The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

J. PROVISION OF THE HATCH ACT

Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the conflict of interest provisions in the procurement of property and services in 24 CFR 84.42 and 570.611.

No member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official of the County who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder.

No employee, officer or agent of the Awardee shall participate in the selection, or the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

DATE: _____

VOLUNTEER MINISTRY CENTER

By: _____
Ginny Weatherstone
Executive Director

DATE: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

DATE: _____

KNOX COUNTY LAW DEPARTMENT

By: _____

DATE: _____

Contract No _____

APPENDIX A
PROJECT AREA

The principal offices of the Volunteer Ministry Center are located at 511 N. Broadway, Knoxville, TN 37917.

APPENDIX B

PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number persons assisted with new access to a service.

Number of persons assisted with improved access to a service.

Number of low-income persons assisted with a service or benefit that is no longer substandard.

GOALS, OBJECTIVES AND TASKS

The County will fund \$15,000 to Awardee to provide comprehensive dental care at no charge for 425 indigent and homeless in the Knox County area. In addition the VMC Dental Clinic will have an agreement with Oaks Dental Laboratory to provide dentures at the significantly reduced price. Services are provided by volunteer health care professionals.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30 percent, 50 percent or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

APPENDIX C

BUDGET

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - FOUNDATION FUNDS VOLUNTEER/DONATED
PERSONNEL			
Salaried Positions –Job Title			
Dental Clinic Administrator	\$10.00 x 260=\$2,600		
Dental Clinic Administrator	\$9.00 x 260=\$2,340		
Salaries Total	\$4,940.00	\$4,800.00	\$140.00
Fringe Benefits	\$116.92 x 12=\$1,403.00	\$800.00	\$603.00
TOTAL SALARIES	\$6,343.00	\$5,600.00	\$743.00
MEDICAL OPERATIONS			
Dentures & Dental Appliances	\$1,458.33 x 12=\$17,500	\$6,122.00	\$11,378.00
OPERATING COSTS			
Supplies - Office	\$8.33 x 12=\$100.00		\$100.00
Equipment - Small	\$4.17 x 12=\$50.00		50.00
Insurance	\$191.67 x 12=\$2,300.00	\$1,000.00	\$1,300.00
Phone	\$43.17 x 12=\$1,760.00	\$1,760.00	
Printing & Postage	\$11.25 x 12=\$135.00		\$135.00
Utilities	\$146.67 x 12=\$518.00	\$518.00	
Maintenance & Repairs	\$33.33 x 12=\$400.00		\$400.00
TOTAL OPERATING	\$5,263.00	\$3,278.00	\$1,985.00
BUDGET TOTAL	\$29,106	\$15,000.00	\$14,106.00

AGENDA COMMITTEE MEETING

39.

Meeting Date: 06/06/2012

Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT

Department: COMMUNITY DEVELOPMENT

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

Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with the Volunteer Ministry Center Bush Family Refuge in the amount of \$15,000.00 to provide emergency assistance for homeless prevention. These are 2012 Community Development Block Grant (CDBG) Federal funds as approved in the Annual Action Plan Update to the 2010-2015 Consolidated Plan.
(Community Development)

Attachments

VMC Refuge 2012

**AGREEMENT BETWEEN
KNOX COUNTY
AND
VOLUNTEER MINISTRY CENTER**

THIS AGREEMENT entered into by and between **KNOX COUNTY**, hereinafter referred to as the "County", and the **VOLUNTEER MINISTRY CENTER (VMC)**, a non-profit corporation hereinafter referred to as "Awardee" and which is located at 511 N. Broadway, Knoxville, Tennessee 37917.

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to such Grant, the County is undertaking certain programs and services necessary for the planning, implementation and execution of such Community Development Block Grant Program; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the project area described in Appendix A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

1. "Low and Moderate-Income" shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.
2. "Very Low-Income" shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

B. SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee in close coordination with the County, shall perform all professional services ("WORK") necessary to complete the activities that benefit clientele of whom at least 51 percent are low-moderate income or are of presumed benefit, i.e., public services, public facilities and improvements, acquisition, disposition, clearance activities, relocation, the creation of jobs, or the construction or rehabilitation and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** in 2012 CDBG Program Funds to the Volunteer Ministry Center Bush Family Refuge to provide emergency assistance for homeless prevention.
3. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the goals, objectives and tasks set forth in Appendix B, and incorporated by reference as if fully set forth verbatim herein.

4. **NATIONAL OBJECTIVES**

Awardee is eligible as a public service activity under 24 CFR 570.201(e). This activity meets the low and moderate income National Objective according to 24 CFR 570.208(a)(2). A signed and dated income verification form must verify client income.

5. **STAFFING**

Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.

6. **PERFORMANCE MONITORING**

The County will monitor the performance of Awardee and evaluate the achievement of the "Performance Measures" and Goals as outlined in Appendix B herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and may request repayment of program funds.

7. **CLOSEOUT AND REVERSION OF ASSETS**

Awardee's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent case advances, and program income balances to the County), and determining the custodianship of records. Awardee shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

C. **TERM OF CONTRACT**

The services of Awardee are to commence on July 1, 2012 and shall be undertaken and completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will be completed no later than the 30th day of June 2013.

Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of the Federal funds. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.

D. **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)**. Project expenses paid to Awardee are provided through the CDBG Program for services satisfactorily rendered as outlined in Appendix B, "Performance Measurements". Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a corporation invoice with adequate and proper documentation of eligible cost incurred in compliance with 24 CFR 570.502 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, Appendix C. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that

all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy, property standards and long-term use restrictions.

3. Copies of support documents shall be sent to the offices of the County and shall include invoices and payments for project expenditures, canceled checks, time-sheets, payroll registers, supporting personnel expense and claims for travel expense. All non full-time personnel costs will be documented on time sheets and will also be available for review. The County may require a more detailed breakdown than the one outlined in Appendix C, (Budget), and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. Awardee shall file claims for payment with the County for costs incurred in accordance with the terms of this Agreement. Invoices must be received by the **tenth (10th)** of each month for the previous month only. Each invoice shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County.
5. Awardee shall provide the County with a monthly report by the **tenth (10th)** of each month that provides racial, ethnic, head of household, and household income showing the extent to which these categories of persons have participated in, or benefited from the project.
6. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years with the retention period beginning on the date of the submission of the County's consolidated annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. If there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
7. Awardee shall provide the County with a copy of their annual audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with OMB Circular A-133 upon completion of the funding year(s) during which these funds are expended.
8. If Awardee is a government agency, (including public agencies), it must comply with requirements and standards of OMB Circular No. A-87, "Cost Principles of State, Local and Indian Governments", OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a).

If Awardee is not a government agency, it must comply with OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions: (as set forth in 24 CFR, Part 45). Audits shall be conducted annually. Awardee must also comply with OMB Circular No. A-110 (implemented at 24 CFR, Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations").

E. PROJECT REQUIREMENTS

Awardee agrees to comply with all requirements of the CDBG Program including but not limited to the following:

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including: use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of the Agreement. Awardee agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations described in Subpart K of 24 CFR 570, in 24 CFR Part 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109, except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. No CDBG project funds will be advanced, and no costs will be incurred until the County has conducted an environmental review of the proposed project site.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **PROGRAM INCOME:** Except as specified otherwise in this document, Awardee may retain and use any program income {as defined at 24 CFR 570.500(a)} derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible activities as specified in the CDBG requirements set forth at 24 CFR 570.504.
3. **DAVIS BACON:** Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, Awardee and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards which govern the payment of wages and the ratio of apprentices and trainees to journey-workers.

The Awardee shall maintain documentation that demonstrates compliance with hour and wage requirements and shall make such documentation available to the County for review upon request.

4. **INCOME GUIDELINES:** Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 570.208(a) and 24 CFR 570.208 (a)(1) of the CDBG regulations.
5. **FAIR HOUSING:** All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto.

6. **EQUAL EMPLOYMENT OPPORTUNITY:** Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended by Executive Orders 11375 and 12086. Awardee will insert this provision in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. Awardee will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20).

Awardee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County shall provide the Awardee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. Awardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Awardee will, in all solicitations or advertisements for employees placed by or on behalf of Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.

In the event of Awardee's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or order, this contract may be cancelled, terminated, or suspended in whole or in part and Awardee may be declared ineligible for further government contracts or federally assisted construction contracts.

7. **AFFIRMATIVE MARKETING:** Affirmative-marketing steps consists of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available homebuyers subsidy assistance. The procedures and requirements must include methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program.
8. **BUSINESS AND EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME RESIDENTS, WOMEN-OWNED BUSINESS ENTERPRISES, AND MINORITY-OWNED BUSINESS ENTERPRISES:** Awardee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development act of 1968, (12USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135.
9. **PROHIBITED ACTIVITY:** Awardee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

10. **ACQUISITION, REHABILITATION, DEMOLITION OF REAL PROPERTY AND DISPLACEMENT:** Awardee will comply with the County Consolidated Plan for minimizing the displacement of persons as a result of a project assisted with CDBG funds. Awardee will conduct any acquisition, rehabilitation, or demolition of real property, and negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606.
11. **PROPERTY STANDARDS:** Awardee agrees that Knox County will monitor any construction or rehabilitation provided from assistance under this Agreement, and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time or project completion.
12. **PROCUREMENT:** Awardee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property equipment, etc.) shall revert to the County upon termination of this Agreement.
13. **COMPLIANCE:** Awardee will be monitored by the County for compliance with the regulations of the CDBG Program. Awardee will provide reports and access to project files as requested by the County during the project and for five (5) years after completion and closeout of the Agreement.
14. **LEAD BASED PAINT:** Awardee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B.
15. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:** The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires information on Federal awards be made public using the FFATA Subaward Reporting System (FSRS) reporting tool. The County will report subcontracts under Federally-awarded contracts greater than or equal to \$25,000.
16. **SECTION 3 CLAUSE**
If applicable, Awardee agrees to comply with Section 3 requirements and to include the appropriate language in all subcontracts executed under this Agreement.
17. **HOLD HARMLESS AGREEMENT:** Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:
 - Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
 - The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary; and;

- In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

F. SPECIAL TERMS AND CONDITIONS

1. This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for profit corporation under the laws of the State of Tennessee.
2. In accordance with regulations, the termination of this Agreement before completion of any eligible activity as described herein, voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
3. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.
4. Real property under the Awardee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Awardee fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Awardee shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Awardee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).
5. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Awardee for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).
6. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said project is ineligible because of project location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said project is deficient and that continued support of the project is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
7. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee:
 - Fails to file required reports or to meet project progress or completion deadlines;

- Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110). This includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.
 - Expends funds under this Agreement for ineligible activities, services or items;
 - Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
8. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of the County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

G. RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions. Any deficiencies noted in audit reports must be fully cleared as failure to comply with audit requirements will constitute a violation of this Agreement and may result in withholding of future payments or the termination of the Agreement. Awardee agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.
2. Awardee shall prepare and submit an annual report to the County for the program year covering the project activities and expenditures, family income and size, race, ethnicity, elderly, disabled and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of five years following the date of the final annual performance and evaluation report submitted to HUD. Agreements imposing recapture restrictions must be retained for five years after the affordability period terminates (24 CFR 92.508[c]). If any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.

6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at CDBG regulations. Such information shall be made available to the County monitors or their designees for review upon request. Records shall include but not be limited to the following information:
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program and is an eligible activity. Client data must be maintained demonstrating eligibility for services provided including tenant name, income, family size, race and if family is elderly or handicapped;
 - A full description of each activity undertaken including the project address, per unit amount of CDBG dollars invested in the project, other sources, amounts, and uses of funds, and that the property meets applicable property standards and codes;
 - Records documenting compliance with fair housing and equal opportunity, if applicable;
 - Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
 - Records demonstrating compliance with affirmative marketing requirements, and minority and/or female owned business/contractor data, if applicable.
 - Compliance with conflict of interest requirements.
 - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

H. TECHNICAL ASSISTANCE

The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, project sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

I. MONITORING

The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and sufficient reason for termination in accordance with Section F **Special Terms and Conditions**. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

J. PROVISION OF THE HATCH ACT

Neither Awardee's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title 5, United States Code.

K. CONFLICT OF INTEREST

In accordance with CDBG regulations, Awardee agrees to abide by the conflict of interest provisions in the procurement of property and services in 24 CFR 84.42 and 570.611.

No member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official of the County who exercises any functions or responsibilities with respect to the program funded hereunder during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder.

No employee, officer or agent of the Awardee shall participate in the selection, or the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

L. LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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.

If any funds other than Federal 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 Federal contract, loan, grant or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. AGREEMENT SIGNATURE: The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

N. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

O. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

By: _____
Tim Burchett
County Mayor

DATE: _____

VOLUNTEER MINISTRY CENTER

By: _____
Ginny Weatherstone
Chief Executive Officer

DATE: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Grant Rosenberg
Director

DATE: _____

KNOX COUNTY LAW DEPARTMENT

By: _____

Contract No: _____

APPENDIX A
PROJECT AREA

The principal offices of the Volunteer Ministry Center are located at 511 N. Broadway, Knoxville, TN 37917.

APPENDIX B

PERFORMANCE MEASUREMENTS

OUTCOME/OBJECTIVE:

Awardee performs a public service activity that is funded to address and improve the quality of life, both for the individuals needing the services and the community around them.

PERFORMANCE INDICATORS:

Number persons assisted with new access to a service.

Number of persons assisted with improved access to a service.

Number of low-income persons assisted with a service or benefit that is no longer substandard.

GOALS, OBJECTIVES AND TASKS

The County will fund \$15,000 to Awardee to provide direct emergency assistance to 700 individuals and families to prevent homelessness. Awardee will staff the program with trained volunteers however; the director of the program will authorize payments. Services and assistance include utility and rent/mortgage payments, procurement of eye glasses, medications, transportation, etc.

The following specific data will be required for reporting monthly and annually:

- Amount of money leveraged (from other Federal, state and private resources);
- Income levels of persons assisted by 30 percent, 50 percent or 80 percent of area median, adjusted for family size;
- Race and ethnicity; and
- Female headed and elderly households.

APPENDIX C

BUDGET

A - BUDGET ITEM	B - CALCULATION	C - CDBG REQUEST	D - FOUNDATION FUNDS VOLUNTEER/DONATED
PERSONNEL			
Salaried Positions –Job Title			
Refuge Director	\$12.98 x 2080 =\$27,000	\$3,000.00	
Salaries Total	\$27,000.00	\$3,000.00	
Fringe Benefits	\$589.82 x 12=\$7,078	\$1,000.00	
PERSONNEL TOTAL	\$34,078.00	\$4,000.00	\$30,078.00
PROGRAM COSTS	\$37,500 + 8,000=\$45,500	\$8,000.00	\$37,500.00
OPERATING COSTS			
Supplies - Office	\$30.83 x 12=\$370.00	-	\$370.00
Equipment - Small	\$41.67 x 12=\$500.00	-	\$500.00
Insurance	\$345 x 12=\$4,140.00	\$1,200.00	\$2,940.00
Phone	\$108 x 12= \$1,296.00	\$800.00	\$496.00
Utilities	\$476.67 x 12=\$5,720.00	\$1,000.00	\$4,720.00
Other – Maintenance & Repairs	7.50 x 12=\$90.00	-	\$90.00
OPERATING TOTAL	\$12,116.00	\$3,000.00	\$9,116.00
BUDGET TOTAL	\$91,694.00	\$15,000.00	\$76,694.00

AGENDA COMMITTEE MEETING

40.

Meeting Date: 06/06/2012
Requested By: Jolie Bonavita,
COUNTY
COMMISSION

Department: COUNTY COMMISSION

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

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a grant from the TEMA (Tennessee Emergency Management Agency) in the amount of \$16,000.00 for the purchase equipment to enhance the capabilities of the Emergency Operations Center during a DOE event.
(Knoxville-Knox County Emergency Management Agency)

Attachments

Attachment

**GRANT CONTRACT**

(cost reimbursement grant contract with a federal or Tennessee local or quasi-governmental entity)

Begin Date 12/01/2011	End Date 11/30/2012	Agency Tracking # 34101-51112	Edison ID		
Contractor Legal Entity Name KNOX COUNTY			Edison Vendor ID 2699		
Subrecipient or Vendor ☒ Subrecipient ☐ Vendor		CFDA # N/A FOR DOE			
Service Caption (one line only) DEPARTMENT OF ENERGY (DOE) PASS-THROUGH FUNDING FOR OFF-SITE EMERGENCY PLANNING AND RESPONSE					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012		16,000.00			16,000.00
TOTAL:		16,000.00			16,000.00
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) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
KNOX COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Knox County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding from the Department of Energy (DOE), as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 2699

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 maintain the capability to respond off-site during DOE emergencies as defined in the State of Tennessee Multi-Jurisdictional Emergency Response Plan (MJERP) for the Department of Energy Oak Ridge Reservation.
- A.3. The Grantee shall maintain the capability for the provision of assets to DOE sites and offsite per Mutual Aid Agreements and Memoranda of Understanding with DOE. A current list of these documents may be found in the MJERP.
- A.4. The Grantee shall participate in the development of drills and exercises and attend exercise planning meetings related to DOE sites as requested by TEMA.
- A.5. The Grantee shall participate in all drills and exercises related to the DOE sites as requested by TEMA.
- A.6. The Grantee shall attend scheduled quarterly meetings with DOE and TEMA.
- A.7. The Grantee shall ensure the development of local plans and procedures to ensure the Grantees' responsibilities as defined in the MJERP can be met.
- A.8. The Grantee shall identify equipment procured in support of this Grant and provide reimbursement information on the purchase of this equipment as requested by TEMA.
- A.9. The Grantee shall furnish to the TEMA East Regional Office a quarterly report, not later than fifteen days after the end of each quarter that describes the activities performed in support of the MJERP.
- A.10. The Grantee shall provide updates to the MJERP as requested by TEMA to include but not limited to changes in local planning information or capabilities including specific roadblock locations or assignments, endangered facilities, evacuation routes, pre-designated shelter assignments, and assigned responsibilities.

B. CONTRACT PERIOD:

This Grant Contract shall be effective for the period beginning December 1, 2011, and ending on November 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 sixteen thousand dollars and 00/100 (\$16,000.00). The Grant Budget, attached and incorporated hereto as Attachment 1, 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:

Tennessee Emergency Management Agency
DOE Grant Program
803 North Concord Street
Knoxville, TN 37919

- 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 Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, 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. 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 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. 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 and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the 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:

Sean Kice, Radiation Protection Officer
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204
skice@tnema.org
Telephone #: (615) 253-3811
FAX #: (615) 741-8238

The Grantee:

Tim Burchett, County Mayor
 Knox County
 City-County Building, Suite 615
 400 Main Street
 Knoxville, TN 37902
tim.burchett@knoxcounty.org
 Telephone #: (865) 215-2005
 FAX #: (865) 215-2002

Point of Contact:

Alan Lawson, Director
 Knoxville-Knox County EMA
 605 Bernard Avenue
 Knoxville, TN 37921
alawson@cityofknoxville.org
 Telephone #: (865) 215-1166
 FAX #: (865) 215-1177

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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E.5. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the

equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this contract within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among

alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.6. 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.7. Certification Regarding Drug-Free Workplace Requirements. This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment, (See 44 CFR Part 13, Subpart C 13.300 and Subpart D 13.400).

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (E.7.a.);
- d. Notifying the employee in the statement required by paragraph (E.7.a.) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the agency within ten days after receiving notice under subparagraph [E.7.d.(2)], from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph [E.7.d.(2)], with respect to any employee who is convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (E.7.a.), (E.7.b.), (E.7.c.), (E.7.d.), (E.7.e.), (E.7.f.), and (E.7.g.).
- E.8. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.9. 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.

IN WITNESS WHEREOF,

KNOX COUNTY:

GRANTEE SIGNATURE

DATE

TIM BURCHETT, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

TERRY M. HASTON, MAJOR GENERAL, THE ADJUTANT GENERAL

DATE

*I Certify that this Entity Meets
Civil Rights Title IV Compliance*

Signature

Date

Reviewed by Department of Military Civil Rights Title IV Officer

**Madeline Rogero, Mayor,
City of Knoxville**

Date

Approved as to Form:

**Charles Swanson, Law Director
City of Knoxville**

Funds Certified:

**James York, Finance Director
City of Knoxville**

ATTACHMENT 1

Page 1

GRANT BUDGET				
U.S. DEPARTMENT OF ENERGY (DOE) PASS-THROUGH FUNDING FOR OFF-SITE PLANNING AND RESPONSE FOR KNOX COUNTY				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 12/01/2011 END: 11/30/2012				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4. 15	Professional Fee, Grant & Award ²	16,000.00	0.00	16,000.00
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	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	16,000.00	0.00	16,000.00

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 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Off-site Emergency Planning and Response	16,000.00
TOTAL	16,000.00

AGENDA COMMITTEE MEETING**41.****Meeting Date:** 06/06/2012**Requested By:** Heidi Garrett,
JUVENILE
COURT**Department:** JUVENILE COURT**Requires Expenditure of Funds:** NO **Funded in Current Budget:** NO**Appropriation Required:** NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to the grant contract between TN Commission of Children and Youth and Knox County Juvenile Court for the transition of administrative responsibility to the Department of Children's Services effective July 1, 2012. The grant contract is for a one 5-year contract of \$45,000.00 (5 years x \$9,000/year). This grant is used to supplement the salary of one of Juvenile Court's Probation Officers. *(Juvenile Court)*

AttachmentsState supplement 1State supplement 2State Supplement 3State Supplement 4State Supplement letter



GRANT AMENDMENT

Agency Tracking # 31601-84712	Edison ID 12033	Contract # GG1029763	Amendment # 1		
Contractor Legal Entity Name Knox County			Edison Vendor ID 2699		
Amendment Purpose & Effect(s) Transition grant contract from TN Commission on Children & Youth to Dept of Children's Services					
Amendment Changes Contract End Date: ☐ YES ☒ NO		End Date: 6/30/2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	9,000.00				9,000.00
2011	9,000.00				9,000.00
2012	9,000.00				9,000.00
2013	9,000.00				9,000.00
2014	9,000.00				9,000.00
TOTAL:	45,000.00				45,000.00
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. <i>J. Allen Staley</i>			OCR USE		
Speed Chart (optional)	Account Code (optional) 71301000				

**AMENDMENT ONE
OF GRANT CONTRACT GG1029763**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Children's Services (as amended herein), hereinafter referred to as the "State" and Knox County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract section E.10.
- E.10. State Agency Name. All references to "the Tennessee Commission on Children and Youth" shall be deleted and replaced with "the Department of Children's Services (DCS)."
2. Grant Contract section C.5. is deleted in its entirety and replaced with the following:
 - C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Children's Services
436 Sixth Avenue North
9th Floor Cordell Hull Building
Nashville, TN 37243
 - a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Children's Services
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, 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.

3. Grant Contract section E.2. is deleted in its entirety and replaced with the following:

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:

Terry Bracey, DCS Program Coordinator
Department of Children's Services
436 Sixth Avenue North
9th Floor Cordell Hull Building
Nashville, TN 37243
Terry.E.Bracey@tn.gov
Telephone # 615-253-2340
FAX # 615-741-2559

The Grantee:

Tim Burchett, County Mayor
Knox County
City/County Building Room 615
Knoxville, TN 37902
Email: county.mayor@knoxcounty.org
Telephone # 865-215-2005
FAX # NA

Heidi Garrett, Youth Service Officer
3323 Division St
Knoxville, TN 37919
Telephone # 865-215-6417
FAX # NA

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

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2012. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Knox COUNTY:

GRANTEE SIGNATURE

DATE

Tim Burchett, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE COMMISSION ON CHILDREN AND YOUTH:

LINDA O'NEAL, EXECUTIVE DIRECTOR

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

KATHRYN O'DAY, COMMISSIONER

DATE



STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH

Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

MEMORANDUM

TO: County Mayors and Youth Service Officers
FROM: Linda O'Neal, Executive Director *Linda O'Neal*
DATE: May 10, 2012
RE: Juvenile Justice State Supplement Grant Transition

The Tennessee General Assembly recently provided for the transition of administrative responsibility for the Juvenile Justice State Supplement grants to counties from the Tennessee Commission on Children and Youth (TCCY) to the Department of Children's Services effective July 1, 2012. This does not affect the Juvenile Justice Reimbursement grants, only the \$9,000 State Supplement grants. We are committed to a smooth transition and appreciate your understanding.

Contract Amendment. To facilitate the transition, please find enclosed an amendment to your county's contract that will show your new contact at the Department of Children's Services. Please review and secure County Mayor signature on the amendment if you see no changes and **return one hard copy original to the address below by May 21, 2012.** If the names or contact information in section E.2. of the amendment need to be updated, please clearly write in the correction in blue ink, initial the change and return one signed hard copy to the address below. A return address label is enclosed for your convenience. A copy of the amendment is being mailed to both the County Mayor and YSO, but only one original signed by the County Mayor should be returned.

Return to: TCCY c/o Shared Services Solutions
312 Rosa L Parks Ave, 21st Flr, Nashville, TN 37243

FY12 Final Report and Payment from TCCY. Please note that the final quarterly report for the period April-June 2012 is due as in the past to the Commission on Children and Youth by June 25, 2012. The second FY12 payment of \$4,500 is scheduled for June 30, 2012.

Transition. We understand that a copy of the executed amendment will be returned upon completion of the state approval process to the contacts listed in E.2. by the Department of Children's Services. DCS anticipates sending further information about FY13 reporting and payments along with the executed amendment.

If you have questions before June 30, 2012, please contact Zanira Whitfield at Zanira.Whitfield@tn.gov (615) 532-1582 or Richard Kennedy at Richard.Kennedy@tn.gov (615) 532-1570. After July 1, the DCS contact is Terry Bracey at Terry.E.Bracey@tn.gov (615) 253-2340.

Enclosure
Terry E. Bracey
Suzanne White

AGENDA COMMITTEE MEETING**42.****Meeting Date:** 06/06/2012Requested By: Heidi Garrett,
JUVENILE
COURT

Department: JUVENILE COURT

Requires Expenditure of Funds: YES Funded in Current Budget: NO

Appropriation Required: YES

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment Three to a grant agreement with the Tennessee Department of Human Services for Child Support Enforcement Services to increase the maximum liability of the State by \$262,770.00, increase the local match requirement by \$135,366.36 and extend the grant term by one year, to June 30, 2013.

(Juvenile Court)

AttachmentsChild Support 1Child Support 2Child Support 3Child Support 4Child Support 5

AMENDMENT THREE OF GRANT CONTRACT GG 11-32079

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" and Knox County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section A.18. is deleted in its entirety and replaced with the following:

A.18. The State shall determine the Grantee's level of compliance with the performance measures specified in Section A.6. and A.7. based upon quarterly reports to be submitted by the Grantee. Effective July 1, 2012, the Grantee shall use Attachment B to this Grant Contract for the submission of these reports, and the reports shall be submitted within twenty (20) calendar days of the end of the reporting quarter. Upon a determination by State that the Grantee has failed to attain the requisite percentage specified in Section A.6. and A.7., the Grantee will be notified of such and will be given ninety (90) days in which to take all necessary corrective action so as to allow the Grantee to attain the threshold required. If, after the ninety (90) day corrective action period, the Grantee is still unable to properly perform its obligations under this Grant Contract, the State shall consider terminating the Grant Contract as provided for in Section D.4.
2. Grant Contract section A.22. is deleted in its entirety and replaced with the following:

A.22. The Grantee shall, on a semi-annual basis, provide certification to the State for all 100 percent (100%) Title IV-D employees, signed by the employees or supervisor with "first-hand" knowledge of work performed by the employee that all work performed for the period is in conformity with provisions of Title IV-D. Effective July 1, 2012, this certification is to be submitted in July and January of the Contract Year.
3. Grant Contract section B.1. is deleted in its entirety and replaced with the following:

B.1. This Grant Contract shall be effective for the period beginning July 1, 2010, and ending on June 30, 2013. 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.
4. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seven Hundred Ninety-Five Thousand Seven Hundred Ninety-Seven Dollars and No Cents (\$795,797.00). The Grant Budget, attached and incorporated hereto as Attachments A, A-1, and A-2, 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.
5. Grant Contract section C.5.e. is deleted in its entirety and replaced with the following:

C.5.e. The Grantee shall submit invoices within Thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. Invoices 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.

6. Grant Contract section C.7. is deleted in its entirety and replaced with the following:

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) 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.

7. The following is added as Grant Contract section E.10.

E.10. Disaster Recovery / Business Continuity Plan. The Grantee acknowledges and assures the State that it has in place a disaster recovery/business continuity plan that may be executed in the event of a natural or man-made disaster. Said plan shall be made available to the State upon request.

8. Grant Contract Attachment A-2 attached hereto is added as a new attachment.

9. Grant Contract Attachment B attached hereto is added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2012. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KNOX COUNTY:

TIM BURCHETT, KNOX COUNTY MAYOR

DATE

KNOX COUNTY LAW DIRECTOR

DATE

DEPARTMENT OF HUMAN SERVICES:

RAQUEL HATTER, COMMISSIONER

DATE

ATTACHMENT A-2

GRANT BUDGET

(BUDGET PAGE 1)

GRANTEE:		KNOX COUNTY			
PROGRAM NAME:		CHILD SUPPORT ENFORCEMENT			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period:					
BEGINNING:		July 1, 2012	ENDING:	June 30, 2013	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹		GRANT CONTRACT	GRANTEE MATCH ²	TOTAL PROJECT
1	Salaries		\$187,786.68	\$96,738.60	\$284,525.28
2	Benefits & Taxes		\$48,824.54	\$25,152.03	\$73,976.57
4, 15	Professional Fees/Grant & Awards ²		\$0.00	\$0.00	\$0.00
5	Supplies		\$1,482.57	\$763.75	\$2,246.32
6	Telephone		\$3,960.00	\$2,040.00	\$6,000.00
7	Postage & Shipping		\$66.00	\$34.00	\$100.00
8	Occupancy		\$14,520.00	\$7,480.00	\$22,000.00
9	Equipment Rental & Maintenance		\$3,003.00	\$1,547.00	\$4,550.00
10	Printing & Publications		\$660.00	\$340.00	\$1,000.00
11, 12	Travel / Conferences & Meetings		\$2,178.00	\$1,122.00	\$3,300.00
13	Interest ²		\$0.00	\$0.00	\$0.00
14	Insurance		\$289.21	\$148.98	\$438.19
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		\$0.00	\$0.00	\$0.00
24	In-Kind Expense		\$0.00	\$0.00	\$0.00
N/A	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by other budget line-items)		\$0.00	\$0.00	\$0.00
25	GRAND TOTAL		\$262,770.00	\$135,366.36	\$398,136.36

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.

JUVENILE COURT MAGISTRATE [Magistrate's Last Name] DOCKET DETAIL
REPORTING PERIOD: [Month Covered by Report]

396

AGENDA COMMITTEE MEETING

43.

Meeting Date: 06/06/2012
Requested By: Jill Rosberg,
LAW
DEPARTMENT
Department: PURCHASING

Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving contracts with Sprint Solutions and U.S. Cellular for the provision of wireless services.
(Purchasing)

AGENDA COMMITTEE MEETING

44.

Meeting Date: 06/06/2012

Requested By: Jill Rosberg,
LAW
DEPARTMENT

Department: COUNTY COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** YES

Appropriation Required: NO

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 the Delegation enact legislation designed to broaden the eligibility criteria under the Tennessee Property Tax Freeze Act.

(Commissioner Broyles)

AGENDA COMMITTEE MEETING

45.

Meeting Date: 06/06/2012

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

CAPTION

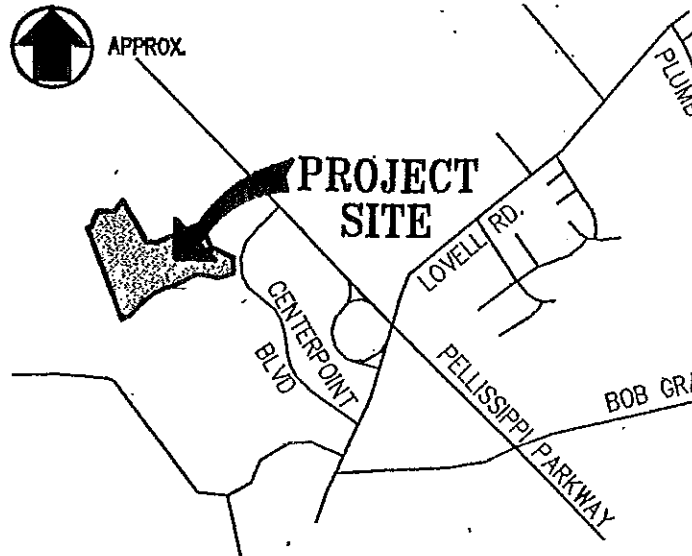
Consideration of the Acceptance of New County Roads:

1. Commons Point Drive located in Center Point Commons Sub., Dist. 6
 2. Cherokee Peak Lane located in Cherokee Peak Subdivision, District 6
 3. Cottingham Lane located in Cottingham Court Subdivision, District 4
 4. British Station Lane located in Cottingham Court Sub., District 4
 5. Duncan Woods Lane located in Duncan Woods Subdivision, District 4
 6. Birdstone Lane located in Duncan Woods Subdivision, District 4
 7. Lion Heart Lane located in Duncan Woods Subdivision, District 4
 8. Openview Lane located in Fort Reynolds Subdivision, District 8
 9. Fort Apache Road located in Fort Reynolds Subdivision, District 8
 10. Battlecreek Lane located in Fort Reynolds Subdivision, District 8
 11. Ashridge Road located in Maitland Woods Subdivision, District 8
 12. Airtree Lane located in Maitland Woods Subdivision, District 8
 13. Ancient Oak Lane located in Maitland Woods Subdivision, District 8
 14. Altacrest Lane located in Maitland Woods Subdivision, District 8
 15. Jackson Morgan Lane located in Oak Hurst Subdivision, District 7
 16. Maysville Lane located in Oak Hurst Subdivision, District 7
 17. Rushland Park Boulevard located in Rushland Park Sub., District 8
 18. McMillian Creek Drive located in Rushland Park Sub., District 7
 19. Red Ellis Lane located in Rushland Park Subdivision, District 8
 20. Daniels Branch Lane located in Rushland Park Subdivision, District 8
 21. Woodland Reserve Lane located in Woodland Reserve Sub., District 4
 22. Falconcrest Lane located in Woodland Reserve Subdivision, District 4
- (Engineering and Public Works)*

Attachments

Road accept June

LOCATION MAP



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Center Point Commons

Commission District: 6

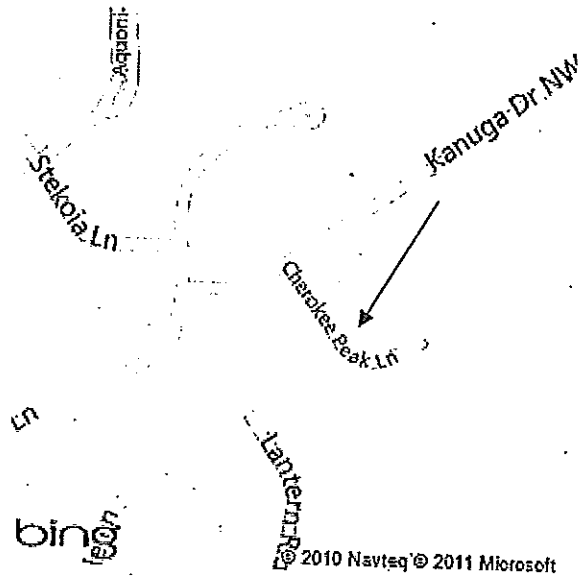
Road	Length	Unit	R.O.W.
Commons Point Drive	1,125	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Greg Harris Inspector:
Paved by Knox County with Foreclosure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____

LOCATION MAP



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Cherokee Peak

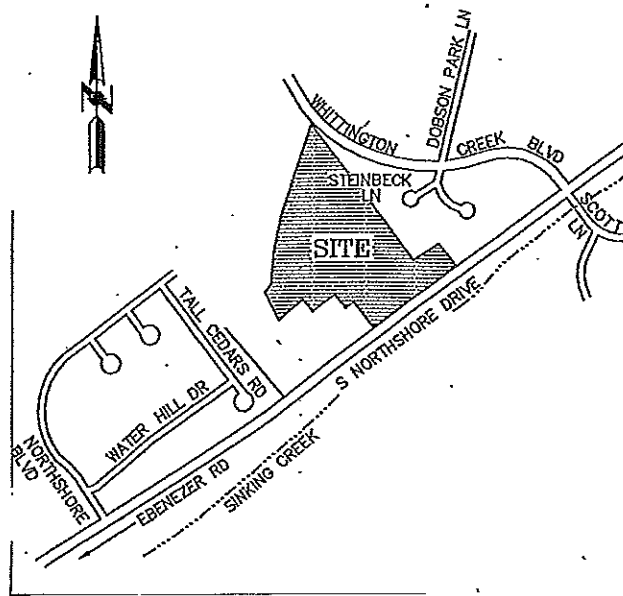
Commission District: 5

Road	Length	Unit	R.O.W.
Cherokee Peak Lane	650	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Heath Haun Inspector: _____
Paved by Knox County with Foreclosure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION

KNOX COUNTY, TENNESSEE

SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Cottingham Court

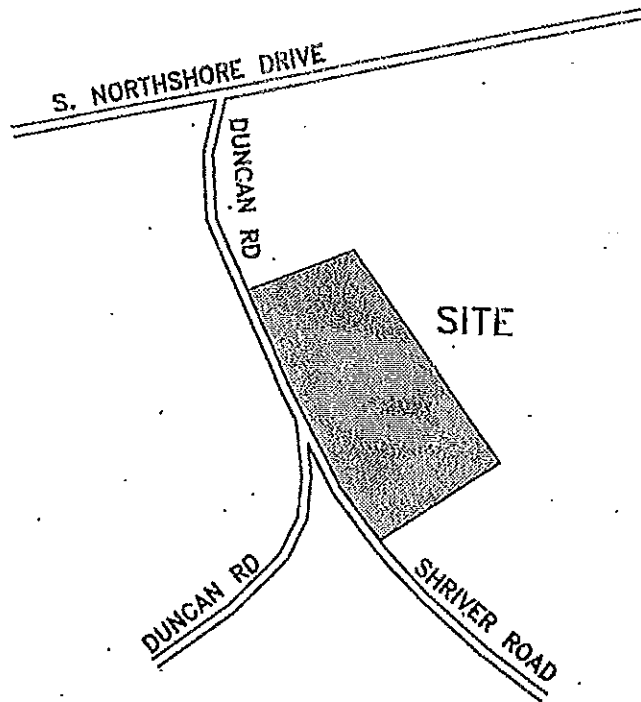
Commission District: 4

Road	Length	Unit	R.O.W.
Cottingham Lane	732	I	50
British Station Lane	359	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Bill Blackman Inspector:
 Paved by Knox County with Foreclosure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Duncan Woods

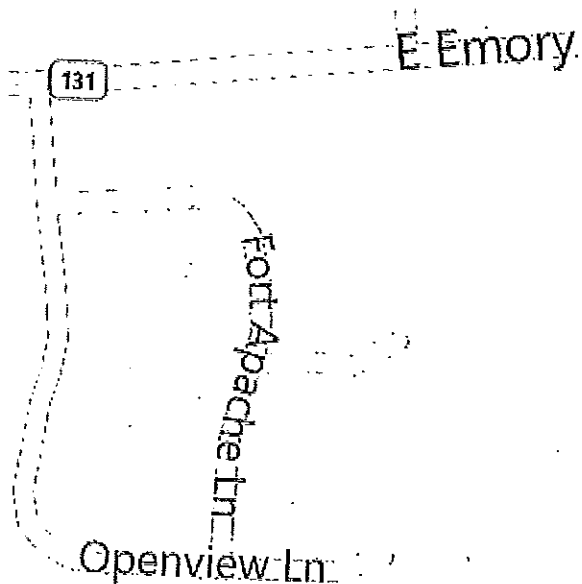
Commission District: 4

Road	Length	Unit	R.O.W.
Duncan Woods Lane	1273	I	50
Birdstone Lane	200	I	50
Lion Heart Lane	461	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Bill Blackman Inspector:
Paved by Knox County with Fore-closure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION
KNOX COUNTY, TENNESSEE
SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Fort Reynolds

Commission District: 8

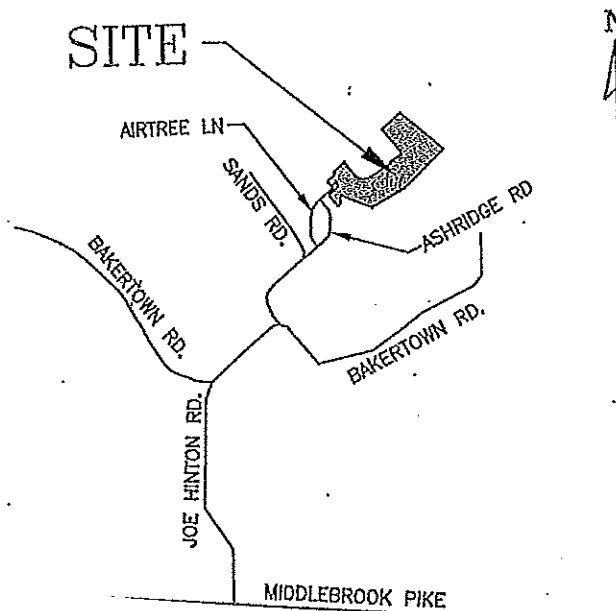
Road	Length	Unit	R.O.W.
Openview Lane	1,318	I	50
Fort Apache Road	858	I	50
Battlecreek Lane	267	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Brad Hall Inspector:
Paved by Knox County with Fore closure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____

LOCATION MAP



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Maitland Woods,

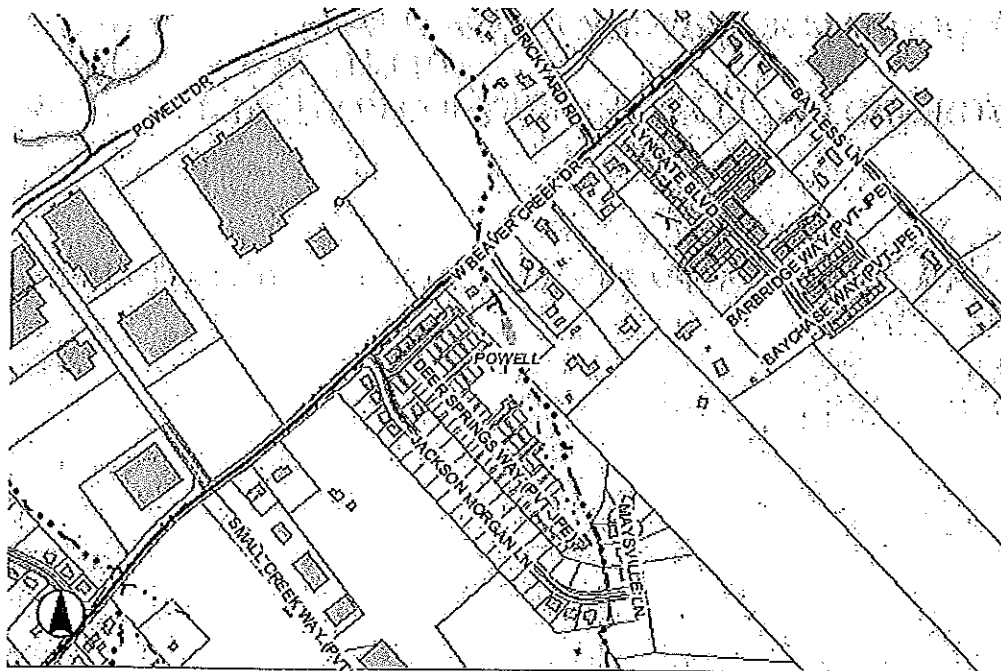
Commission District: 3

Road	Length	Unit	R.O.W.
Ashridge Road	975	1	50
Airtree Lane	1225	1&2	50
Ancient Oak Lane	2075	2&3	50
Altacrest Lane	125	2	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Dennis Irwin Inspector: Heath Haun

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Oak Hurst

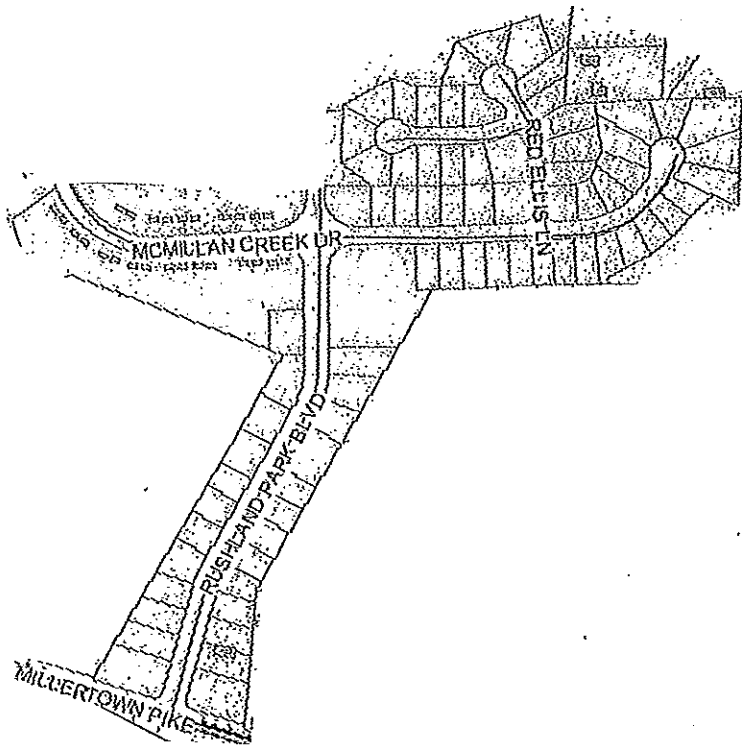
Commission District: 7

Road	Length	Unit	R.O.W.
Jackson Morgan Lane	1,710	I	50
Maysville Lane	350	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Heath Haun Inspector:
Paved by Knox County with Fore closure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION

KNOX COUNTY, TENNESSEE

SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Rushland Park

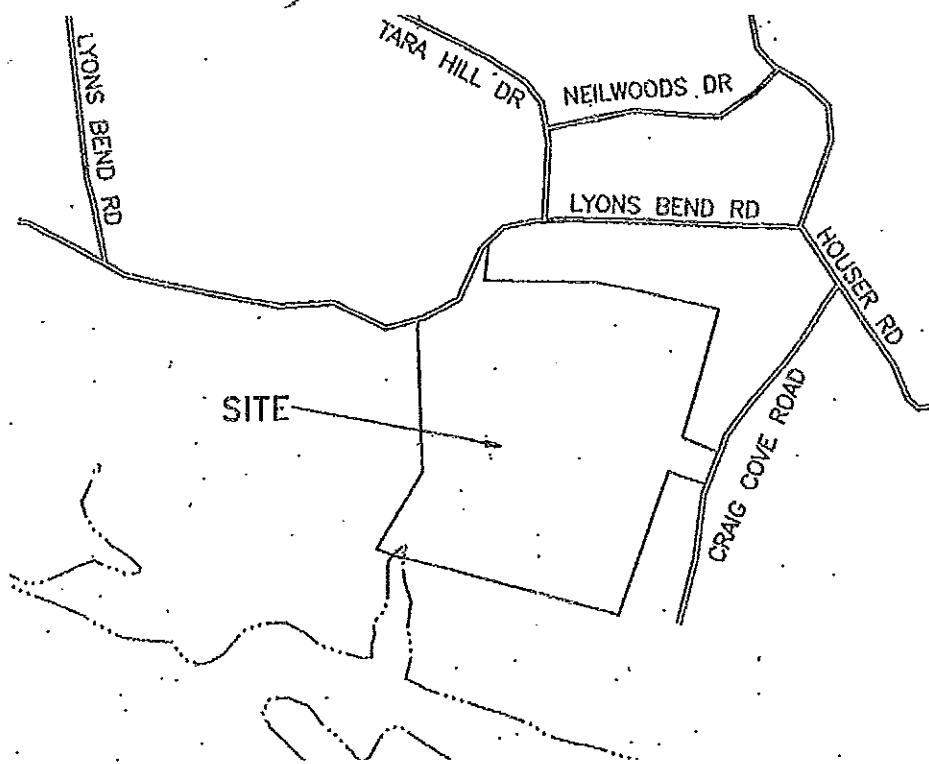
Commission District: 8

Road	Length	Unit	R.O.W.
Rushland Park Boulevard	1,343	III	50
McMillan Creek Drive	1,080	III	50
Red Ellis Lane	474	III	50
Daniels Branch Lane	399	III	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Brad Hall Inspector: _____
Paved by Knox County with Fore closure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____



KNOX COUNTY COMMISSION KNOX COUNTY, TENNESSEE SUBDIVISION INFORMATION

Property Owner: _____ Date: 5/29/2012

Name of Subdivision: Woodland Reserve

Commission District: 4

Road	Length	Unit	R.O.W.
Woodland Reserve Lane	3134	I	50
Falconcrest Lane	667	I	50

Certified as complete in accordance with Knox County Specifications:

Inspector: Bill Blackman Inspector:
Paved by Knox County with Fore closure funds

ACTION TAKEN: Released _____ Accepted X Deferred _____

AGENDA COMMITTEE MEETING**46.****Meeting Date:** 06/06/2012**Requested By:** Dora Compton,
FINANCE
DEPARTMENT**Department:** FINANCE DEPARTMENT**Requires Expenditure of Funds:** NO **Funded in Current Budget:** YES**Appropriation Required:** NO

CAPTION**Line Item Transfers.**
(Finance)

AGENDA COMMITTEE MEETING

47.

Meeting Date: 06/06/2012

Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION

Department: METROPOLITAN PLANNING COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Request of JOE STAPLETON AND MARY STAPLETON FOR REZONING FROM A (AGRICULTURAL) TO PR (PLANNED RESIDENTIAL); Property located northwest side E. Emory Road, northeast of Palmyra Drive. COMMISSION DISTRICT 7. MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE PR (PLANNED RESIDENTIAL) ZONING AT A DENSITY UP TO 5 DWELLING UNITS PER ACRE.

Attachments

Joe & Mary Stapleton 5-A-12-RZ

METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION

5/17/2012 02:08 PM

FILE NUMBER: 5-A-12-RZ

APPLICANT: JOE STAPLETON AND MARY STAPLETON

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: PR (Planned Residential)

AT A DENSITY OF: 5 du/ac

MPC RECOMMENDATION: **RECOMMEND the Knox County Commission approve PR (Planned Residential) zoning at a density up to 5 dwelling units per acre**

MPC VOTE COUNT: 10-0-2 (Consent)

LOCATION: Northwest side E. Emory Rd., northeast of Palmyra Dr.

ACREAGE: 3.6 acres

DISTRICT: Commission District 7

MPC HEARING ON: 5/10/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 4/5/2012

LEGISLATIVE HEARING ON: 6/25/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 5/24/2012

APPLICANT'S ADDRESS: Joe Stapleton
4915 Crippen Rd
Knoxville, TN 37918

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

► **FILE #:** 5-A-12-RZ

AGENDA ITEM #: 29

AGENDA DATE: 5/10/2012

► **APPLICANT:** JOE STAPLETON AND MARY STAPLETON

OWNER(S): Joe Stapleton

TAX ID NUMBER: 29 04402

JURISDICTION: County Commission District 7

► **LOCATION:** Northwest side E. Emory Rd., northeast of Palmyra Dr.

► **APPX. SIZE OF TRACT:** 3.6 acres

SECTOR PLAN: North County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via E. Emory Rd., a major arterial street with 21' of pavement width within 60-70' of right-of-way.

UTILITIES: Water Source: Hallsdale-Powell Utility District

Sewer Source: Hallsdale-Powell Utility District

WATERSHED: Beaver Creek

► **PRESENT ZONING:** A (Agricultural)

► **ZONING REQUESTED:** PR (Planned Residential)

► **EXISTING LAND USE:** Vacant residence

► **PROPOSED USE:** Rental property, duplexes or apartments

DENSITY PROPOSED: 5 du/ac

EXTENSION OF ZONE: Yes, extension PR from the northeast

HISTORY OF ZONING: None noted

SURROUNDING LAND North: Houses and vacant land / A (Agricultural)

USE AND ZONING: South: E. Emory Rd. - Houses / RB (General Residential) and A (Agricultural)

East: Houses / PR (Planned Residential) @ 1-3 du/ac

West: House and vacant land / A (Agricultural)

NEIGHBORHOOD CONTEXT: This area is developed with agricultural, rural and low density residential uses under A, PR, RA and RB zoning.

STAFF RECOMMENDATION:

► **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 5 du/ac.**

PR zoning at the recommended density is consistent with the sector plan designation and will allow uses compatible with the surrounding land uses and zoning pattern.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY

GENERALLY:

1. This site, which is accessed from E. Emory Rd., is in the vicinity of other properties that are zoned PR at equal densities, as well as RA and RB zoned sites.
2. The property is located in the Planned Growth Area on the Growth Policy Plan and is proposed for low density residential uses on the sector plan, consistent with the proposal.
3. The proposed low density residential zoning and development is compatible with the scale and intensity of the surrounding development and zoning pattern, which includes attached residential development to the east, zoned PR at up to 5 du/ac.
4. The site is appropriate to be developed under PR zoning at the maximum permissible density in the LDR category. The site does not have significant slope or other environmental constraints.
5. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as traffic circulation, lot layout, recreational amenities, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for this development.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sanitary sewer utilities are available to serve the site.
2. At the requested density of up to 5 du/ac on the 3.6 acres reported, up to 18 dwelling units could be proposed for the site. Developed with the proposed attached residential units, this would add approximately 204 trips to the street system and about 2 children to the school system.
3. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.
4. The approval of this request will allow the applicant to submit a development plan with up to 18 dwelling units for MPC's consideration.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The North County Sector Plan proposes low density residential uses for this property, consistent with PR zoning at up to 5 du/ac.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request could lead to future requests for PR zoning, consistent with the sector plan's low density residential proposal for the area.

Upon final approval of the rezoning, the developer will be required to submit a development plan for MPC consideration of use on review approval prior to the property's development. The plan will show the property's proposed development, landscaping and street network and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT 204 (average daily vehicle trips)

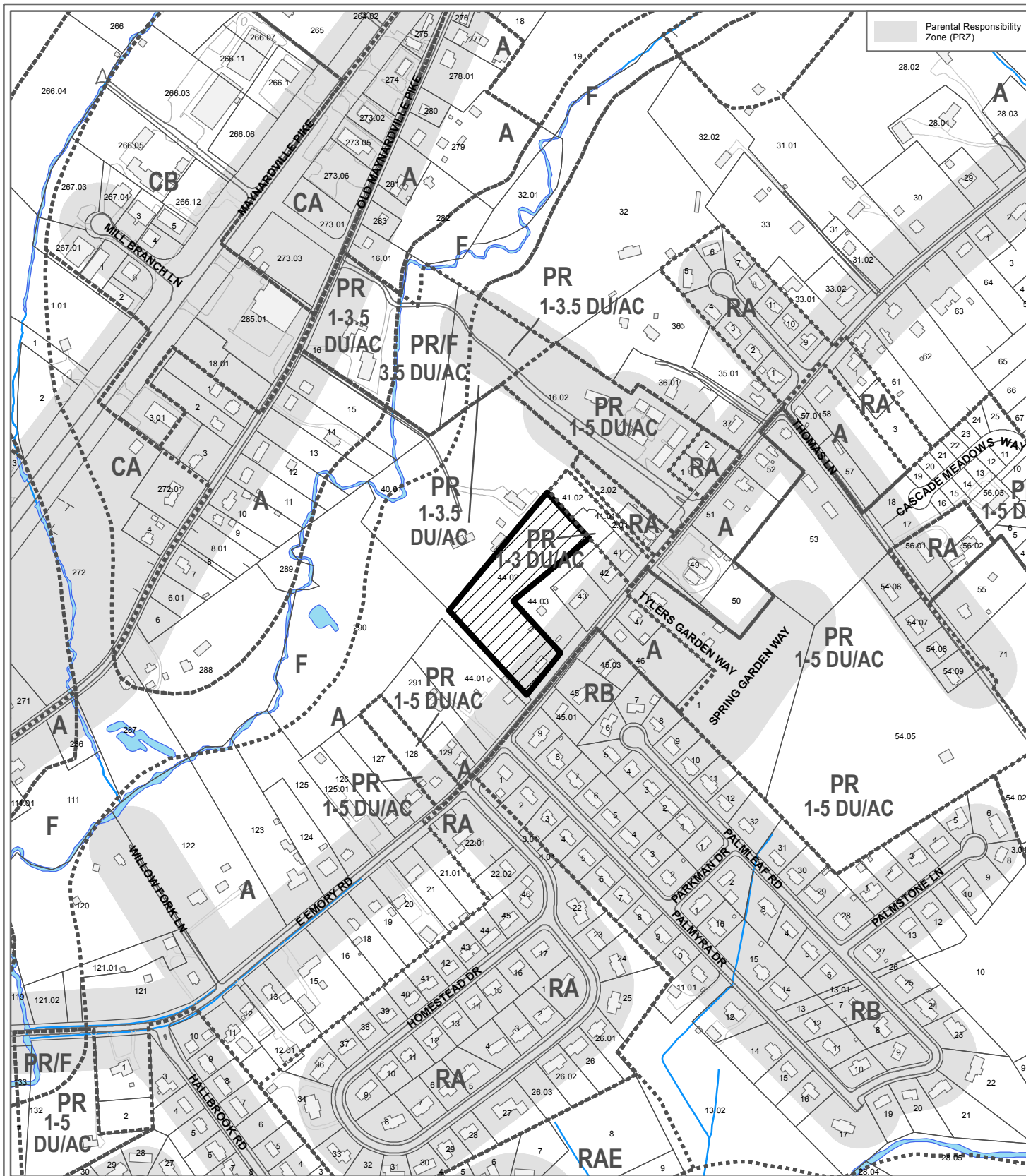
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 2 (public and private school children, ages 5-18 years)

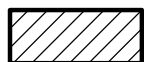
Schools affected by this proposal: Adrian Burnett Elementary, Halls Middle, and Halls High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 6/25/2012. 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.



5-A-12-RZ REZONING



From: A (Agricultural)

To: PR (Planned Residential)

Original Print Date: 4/17/2012
Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Joe Stapleton and Mary Stapleton

Map No: 29
Jurisdiction: County

0 500
Feet





Minutes (Unapproved)

May 10, 2012

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on May 10, 2012 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

Ms. Rebecca Longmire, Chair		Mr. Michael Kane
Mr. Robert Anders		Mr. Nate Kelly
Ms. Ursula Bailey	A	Mr. Robert Lobetti
Mr. Bart Carey, Vice Chair		Mr. Brian Pierce
Ms. Laura Cole		Mr. Jeff Roth
Mr. Art Clancy		Mr. Jack Sharp
Mr. George Ewart	A	Mr. Wes Stowers
** Mr. Stan Johnson		

* Arrived late to the meeting.

** Left early in the meeting.

A – Absent from the meeting

* **29. JOE STAPLETON AND MARY STAPLETON**

5-A-12-RZ

Northwest side E. Emory Rd., northeast of Palmyra Dr., Commission District 7. Rezoning from A (Agricultural) to PR (Planned Residential).

STAFF RECOMMENDATION: Approve RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 5 du/ac.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CAREY) WERE MADE TO APPROVE CONSENT ITEMS AS READ. MOTION CARRIED 10-0-2. APPROVED.

Zoning: A

SP:

KNOXVILLE-KNOX COUNTY

M P C

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: Joe Stapleton and Mary StapletonDate Filed: March 16, 2012 Meeting Date: May 10, 2012Application Accepted by: Marc PayneFee Amount: 600 File Number: Rezoning 5-A-12-RZ

Fee Amount: _____ File Number: Plan Amendment _____

RECEIVED

MAR 16 2012

METROPOLITAN
PLANNING COMMISSION

PROPERTY INFORMATION

Address: 4807 E. Emory Rd. 37938General Location: Emory Rd. Past
Halls Library on left.Parcel ID Number(s): 029 04402Tract Size: 2.40 acresExisting Land Use: vacant homePlanning Sector: North County

Growth Policy Plan: _____

Census Tract: 62.02Traffic Zone: 185Jurisdiction: ☐ City Council _____ District
☒ County Commission 7 District

Requested Change

REZONING

FROM: AgriculturalTO: Planned Residential

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Rental property - duplex
or apartments.

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

☒ PROPERTY OWNER ☐ OPTION HOLDER

PLEASE PRINT

Name: Joe StapletonCompany: N/AAddress: 4915 Crippen Rd.City: Knoxville State: TN Zip: 37918Telephone: 865-567-9385

Fax: _____

E-mail: mstapleton70@yahoo.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Joe StapletonCompany: N/AAddress: 4915 Crippen Rd.City: Knoxville State: TN Zip: 37918Telephone: 865-567-9385

Fax: _____

E-mail: mstapleton70@yahoo.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: Joe Stapleton

PLEASE PRINT

Name: Joe StapletonCompany: N/AAddress: 4915 Crippen Rd.City: Knoxville State: TN Zip: 37918Telephone: 865-567-9385E-mail: mstapleton70@yahoo.com

Please Print or Type in Black Ink:

Name _____

Address

City

State

Zip

Owner

Option

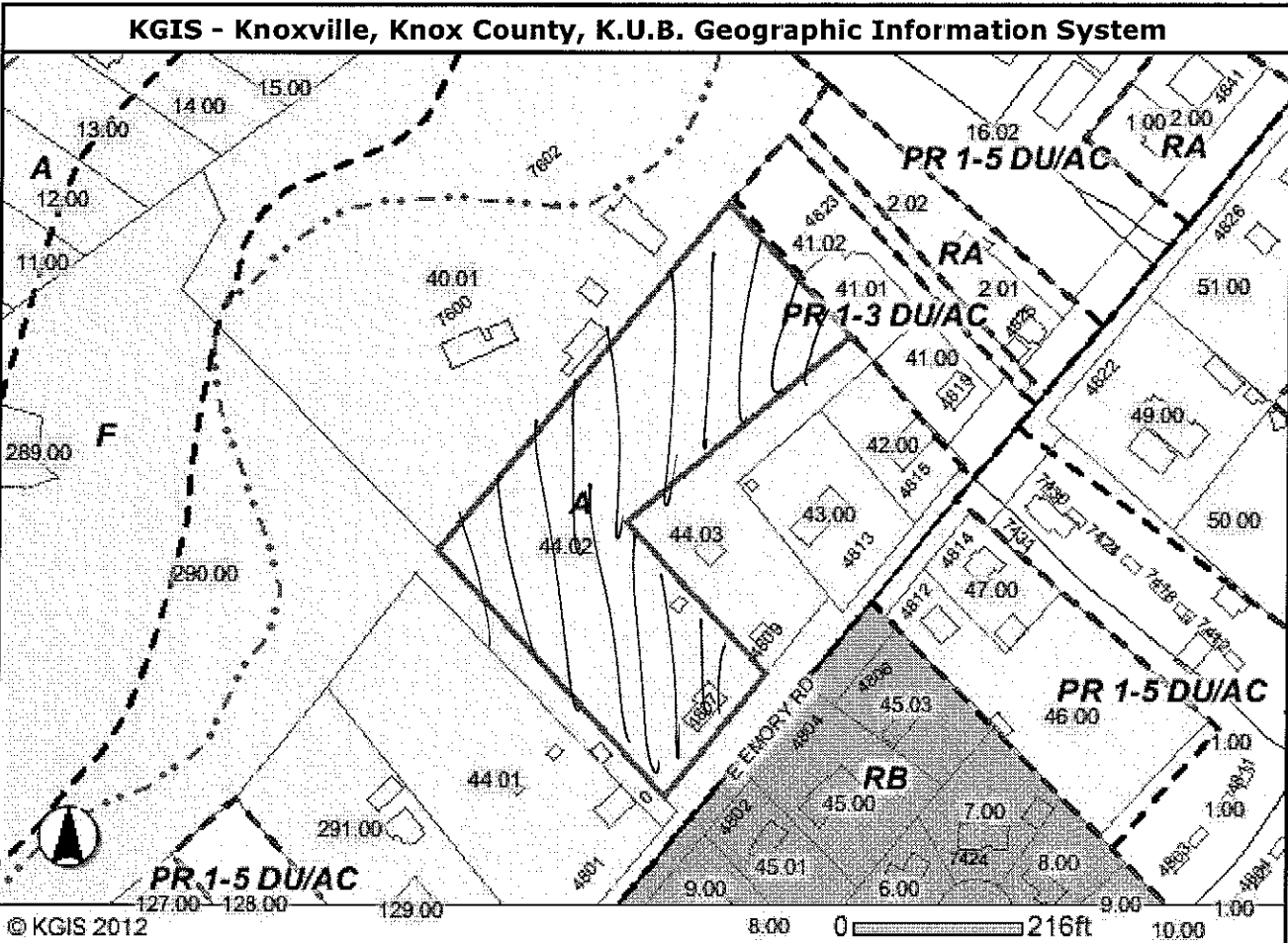
Name Mary Stapleton

Address • City •
2915 Crippen Rd.

State Zip
Knoxville, TN 37918

Zip Owner
137918 ✓

Option



Legend

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, June 25, 2012, 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.

Rezoning

JOE STAPLETON AND MARY STAPLETON-Northwest side E. Emory Rd., northeast of Palmyra Dr., Commission District 7. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 5 du/ac.

ALEX BOTEZAT-Northeast side Zion Ln., northwest of Ball Rd., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 4 du/ac.

HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE-Southwest side Valley Vista Rd., southeast of Hardin Valley Rd., Commission District 6. Rezoning from PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve OB/TO.

AGENDA COMMITTEE MEETING

48.

Meeting Date: 06/06/2012

Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION

Department: METROPOLITAN PLANNING COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Request of ALEX BOTEZAT FOR REZONING FROM A (AGRICULTURAL) TO PR (PLANNED RESIDENTIAL); Property located northeast side Zion Lane, northwest of Ball Road. COMMISSION DISTRICT 6: MPC RECOMMENDATION: RECOMMEND THE KNOX COUNTY COMMISSION APPROVE PR (PLANNED RESIDENTIAL) ZONING AT A DENSITY UP TO 4 DWELLING UNITS PER ACRE.

Attachments

Alex Botezat 5-C-12-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

5/17/2012 03:13 PM

FILE NUMBER: 5-C-12-RZ

APPLICANT: ALEX BOTEZAT

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: PR (Planned Residential)

AT A DENSITY OF: 5 du/ac

MPC RECOMMENDATION: **RECOMMEND the Knox County Commission approve PR (Planned Residential) zoning at a density up to 4 dwelling units per acre**

MPC VOTE COUNT: 10-0-2 (Consent)

LOCATION: Northeast side Zion Ln., northwest of Ball Rd.

ACREAGE: 3.35 acres

DISTRICT: Commission District 6

MPC HEARING ON: 5/10/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 4/5/2012

LEGISLATIVE HEARING ON: 6/25/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 5/24/2012

APPLICANT'S ADDRESS: Alex Botezat
4317 Ball Camp Pike
Knoxville, TN 37921

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
 REZONING REPORT**

► **FILE #:** 5-C-12-RZ

AGENDA ITEM #: 31

AGENDA DATE: 5/10/2012

► **APPLICANT:** ALEX BOTEZAT

OWNER(S): Velizaveta Apreotesi

TAX ID NUMBER: 91 042

JURISDICTION: County Commission District 6

► **LOCATION:** Northeast side Zion Ln., northwest of Ball Rd.

► **APPX. SIZE OF TRACT:** 3.35 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access to the site is from Zion Ln., a local street with 15-16' of pavement width within 55' of right-of-way. Zion Ln. is a dead-end street that is accessed from Ball Camp Pike, a major collector street.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Grassy Creek

► **PRESENT ZONING:** A (Agricultural)

► **ZONING REQUESTED:** PR (Planned Residential)

► **EXISTING LAND USE:** Former nursing home (now vacant)

► **PROPOSED USE:** Assisted living facility

DENSITY PROPOSED: 5 du/ac

EXTENSION OF ZONE: No

HISTORY OF ZONING: None noted

SURROUNDING LAND North: Vacant land / A (Agricultural)

USE AND ZONING: South: Houses / A (Agricultural)

East: Houses / A (Agricultural)

West: House and vacant land / A (Agricultural) and RB (General Residential)

NEIGHBORHOOD CONTEXT: This area is developed with agricultural, rural and low density residential uses under A, RA, RB and PR zoning.

STAFF RECOMMENDATION:

► **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 4 du/ac. (Applicant requested 5 du/ac.)**

PR zoning at the recommended density is consistent with the sector plan designation and will allow uses compatible with the surrounding land uses and zoning pattern. Staff recommends a decreased density of 4 du/ac for greater compatibility with surrounding development. The highest PR density in the surrounding area is 4 du/ac.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. This site, which is accessed from Zion Ln., is in the vicinity of other properties that are zoned PR at equal densities, as well as RA and RB zoned sites.
2. The property is located in the Planned Growth Area on the Growth Policy Plan and is proposed for low density residential uses on the sector plan, consistent with the proposal.
3. The proposed low density residential zoning and development is compatible with the scale and intensity of the surrounding development and zoning pattern, which includes low density residential development to the south, zoned PR at 1-4 du/ac. There is also a large tract of RB zoned land to the west of the, which permits any type of residential development at a density of up to 12 du/ac as a permitted use, with no plan approval requirement by MPC.
4. The site is appropriate to be developed under PR zoning at the recommended density within the LDR category. The site does not have significant slope or other environmental constraints.
5. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as traffic circulation, lot layout, recreational amenities, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for this development.
3. The applicant proposes to develop an assisted living facility on the subject property, which may be considered by MPC as a use on review in the PR zoning district. For assisted living facilities, the assigned residential density is not applicable, as these facilities generally are not built with individual, stand-alone dwelling units, like in apartment development, but rather have of a certain number of beds or maximum occupancy, with shared residential amenities.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sanitary sewer utilities are available to serve the site.
2. At the requested density of up to 5 du/ac on the 3.35 acres reported, up to 16 dwelling units could be proposed for the site. If developed with the attached residential units, rather than the proposed assisted living facility, this would add approximately 184 trips to the street system and about 2 children to the school system. At the recommended density of up to 4 du/ac, up to 13 dwelling units could be proposed for the site, which would add approximately 152 trips to the street system and about 2 children to the school system.
3. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan proposes low density residential uses for this property, consistent with PR zoning at up to 4 or 5 du/ac.
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 could lead to future requests for PR zoning, consistent with the sector plan's low density residential proposal for the area.

Upon final approval of the rezoning, the developer will be required to submit a development plan for MPC consideration of use on review approval prior to the property's development. The plan will show the property's proposed development, landscaping and street network, and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT 184 (average daily vehicle trips)

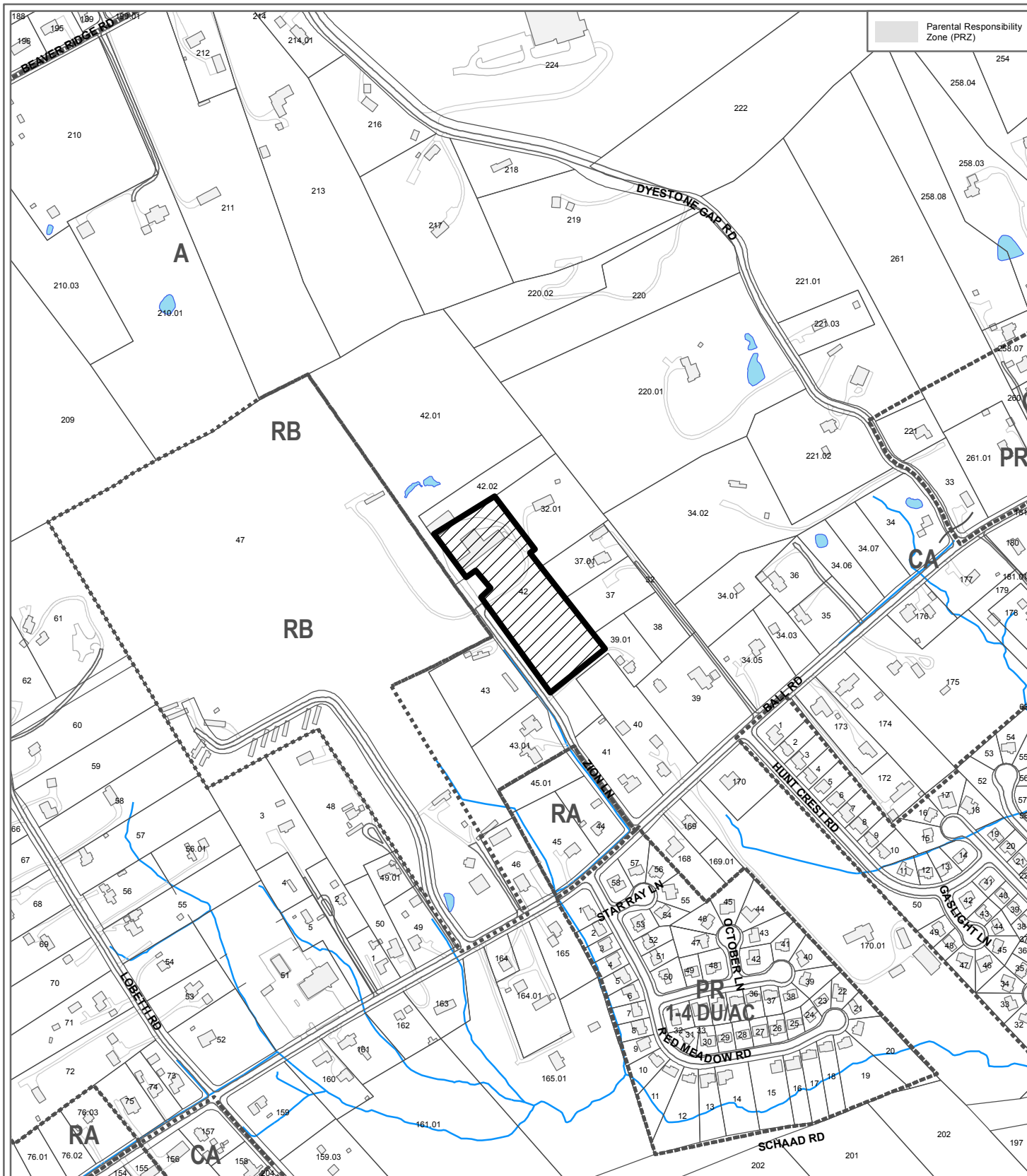
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 2 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Amherst Elementary, Karns Middle, and Karns High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

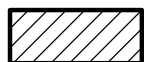
If approved, this item will be forwarded to Knox County Commission for action on 6/25/2012. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



5-C-12-RZ REZONING

From: A (Agricultural)

To: PR (Planned Residential)



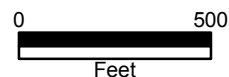
Original Print Date: 4/17/2012
 Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Revised:

Petitioner: Botezat, Alex

Map No: 91

Jurisdiction: County





Minutes (Unapproved)

May 10, 2012

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on May 10, 2012 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

Ms. Rebecca Longmire, Chair		Mr. Michael Kane
Mr. Robert Anders		Mr. Nate Kelly
Ms. Ursula Bailey	A	Mr. Robert Lobetti
Mr. Bart Carey, Vice Chair		Mr. Brian Pierce
Ms. Laura Cole		Mr. Jeff Roth
Mr. Art Clancy		Mr. Jack Sharp
Mr. George Ewart	A	Mr. Wes Stowers
** Mr. Stan Johnson		

* Arrived late to the meeting.

** Left early in the meeting.

A – Absent from the meeting

* **31. ALEX BOTEZAT**

5-C-12-RZ

Northeast side Zion Ln., northwest of Ball Rd., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 4 du/ac.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CAREY) WERE MADE TO APPROVE CONSENT ITEMS AS READ. MOTION CARRIED 10-0-2. APPROVED.

SP: LDR GP: PG

KNOXVILLE-KNOX COUNTY

M P C

METROPOLITAN
PLANNING
COMMISSION

T E N N E S S E E

Suite 403 • City County Building
400 Main Street
Knoxville Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www.knoxmpc.org

☒ **REZONING** ☐ **PLAN AMENDMENT**

Name of Applicant: Alex Botezat

Date Filed: 3/26/12 Meeting Date: May 10, 2012

Application Accepted by: Brusseau

Fee Amount: \$500 File Number: Rezoning 5-C-12-RZ

Fee Amount: _____ File Number: Plan Amendment _____

RECEIVED

MAR 26 2012

METROPOLITAN
PLANNING
COMMISSION

PROPERTY INFORMATION

Address: 3430 Zion Ln, 37931

General Location: off Ball Rd

NE side Zion Ln, NW of
Ball Rd.

Parcel ID Number(s): 091-042

Tract Size: 3.35 ac.

Existing Land Use: Former nursing home (now vacant)

Planning Sector: Northwest County

Growth Policy Plan: Planned Growth

Census Tract: 68

Traffic Zone: 213

Jurisdiction: ☐ City Council _____ District
☒ County Commission 6th District

Requested Change

REZONING

FROM: A

TO: PR

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Assisted living facility

Density Proposed 5 Units/Acre

Previous Rezoning Requests: None noted

☐ **PROPERTY OWNER** ☐ **OPTION HOLDER**

PLEASE PRINT

Name: Yelizaveta Apreotesi

Company: _____

Address: 3140 SE 129th Ave

City: Portland State: OR Zip: 97236

Telephone: 503 381 5404

Fax: 503 761 1022

E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same as below

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: [Signature]

PLEASE PRINT

Name: Alex Botezat

Company: S+A Construction

Address: 4317 Ball Camp Pike

City: Knox State: TN Zip: 37921

Telephone: 865 237 3931

E-mail: alex.botezat@gmail.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

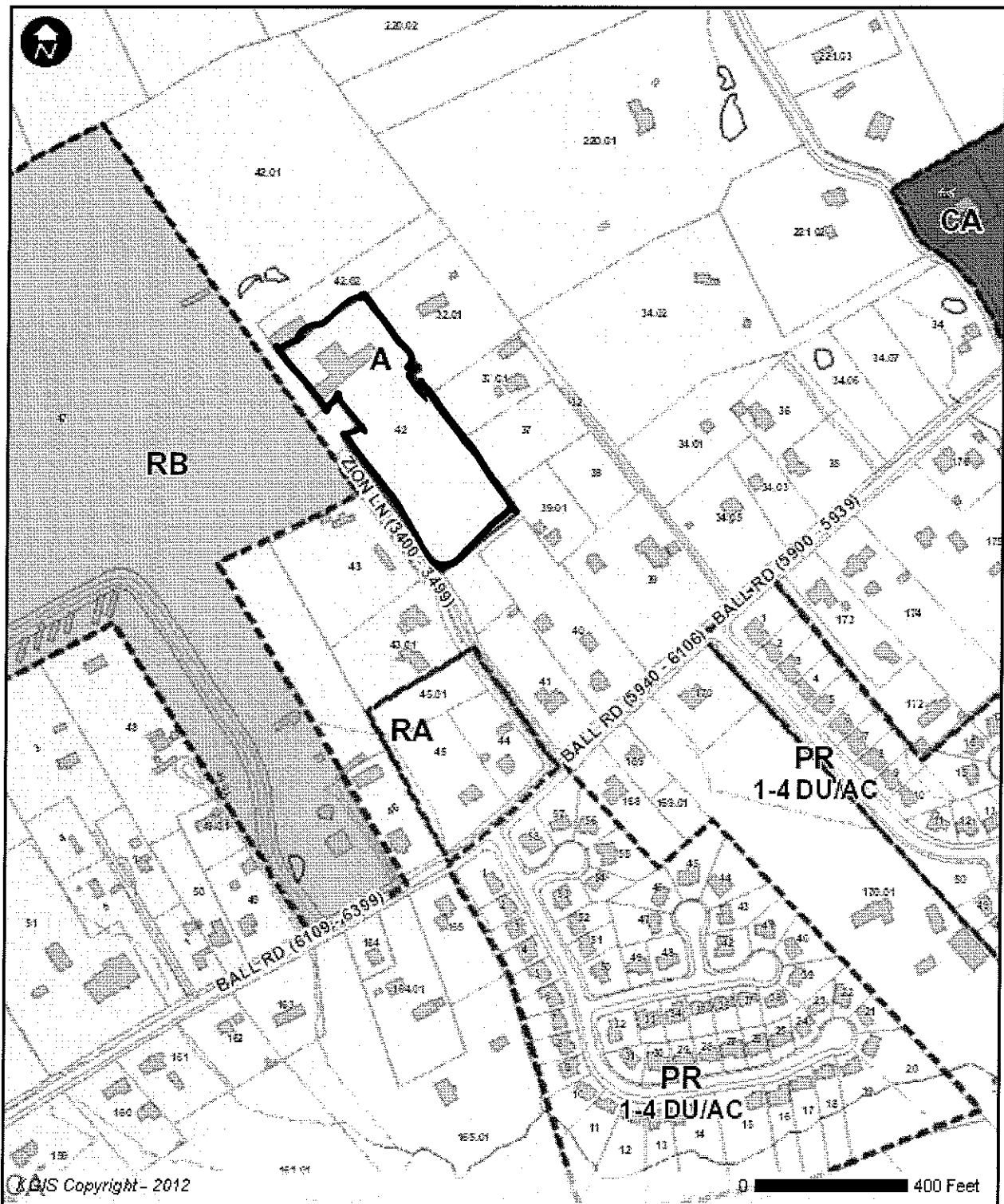
Zip

Owner

Option

YELIZAVETA APREGOTESI, 3140 SE 129th Ave, Portland OR 97236
PH# 503-381-5404

PH # 503-381-5404



[Enter Title Here]

[Enter Subtitle Here]

[Enter Notes Here]

KGIS - 606 Main St - Suite 150 - Knoxville, TN 37772 - www.kgis.org

Printed: 3/26/2012 at 3:23 PM

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, June 25, 2012, 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.

Rezoning

JOE STAPLETON AND MARY STAPLETON-Northwest side E. Emory Rd., northeast of Palmyra Dr., Commission District 7. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 5 du/ac.

ALEX BOTEZAT-Northeast side Zion Ln., northwest of Ball Rd., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 4 du/ac.

HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE-Southwest side Valley Vista Rd., southeast of Hardin Valley Rd., Commission District 6. Rezoning from PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve OB/TO.

AGENDA COMMITTEE MEETING

49.

Meeting Date: 06/06/2012

Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION

Department: METROPOLITAN PLANNING COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Request by HARDIN VALLEY LAND PARTNERS, RUSTY BITTLE, FOR REZONING FROM PC (PLANNED COMMERCIAL) (K) /TO (TECHNOLOGY OVERLAY) AND PR (PLANNED RESIDENTIAL) AT 12 DU/AC TO OB (OFFICE, MEDICAL, AND RELATED SERVICES) /TO (TECHNOLOGY OVERLAY); Property located southwest side Valley Vista Road, southeast of Hardin Valley Road. COMMISSION DISTRICT 6. MPC RECOMMENDATION: APPROVE OB (OFFICE, MEDICAL, AND RELATED SERVICES) /TO (TECHNOLOGY OVERLAY).

Attachments

Hardin Valley Land Partners 5-D-12-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

5/17/2012 03:26 PM

FILE NUMBER: 5-D-12-RZ

APPLICANT: HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE

APPLICANT'S REQUEST: REZONING

FROM: PC (Planned Commercial) (K) / TO (Technology Overlay)
and PR (Planned Residential) @ 12 du/ac

TO: OB (Office, Medical, and Related Services) / TO
(Technology Overlay)

MPC RECOMMENDATION: **RECOMMEND the Knox County Commission approve
OB (Office, Medical, and Related Services) / TO
(Technology Overlay) zoning.**

MPC VOTE COUNT: 10-0-2 (Consent)

LOCATION: Southwest side Valley Vista Rd., southeast of Hardin Valley
Rd.

ACREAGE: 19.68 acres

DISTRICT: Commission District 6

MPC HEARING ON: 5/10/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 4/5/2012

LEGISLATIVE HEARING ON: 6/25/2012

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 5/24/2012

APPLICANT'S ADDRESS: Hardin Valley Land Partners
10784 Hardin Valley Rd
Knoxville, TN 37932

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

TTCCA Approval? Approved by TTCCA on May 16, 2012

KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

► **FILE #:** 5-D-12-RZ

AGENDA ITEM #: 32

AGENDA DATE: 5/10/2012

► **APPLICANT:** HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE

OWNER(S): Hardin Valley Land Partners

TAX ID NUMBER: 103 120, 120.03 & 120.09

JURISDICTION: County Commission District 6

► **LOCATION:** Southwest side Valley Vista Rd., southeast of Hardin Valley Rd.

► **APPX. SIZE OF TRACT:** 19.68 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Valley Vista Rd., a 3-lane local street with center turn lane within 70' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Beaver Creek and Conner Creek

► **PRESENT ZONING:** PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) (K) / TO (Technology Overlay)

► **ZONING REQUESTED:** OB (Office, Medical, and Related Services) / TO (Technology Overlay)

► **EXISTING LAND USE:** Vacant land

► **PROPOSED USE:** Apartments / offices

EXTENSION OF ZONE: No

HISTORY OF ZONING: The sector plan was amended to mixed uses in 2008 with the adoption of the 2008 update of the TTCDA Comprehensive Development Plan (10-A-08-SAP). Property was rezoned PC/TO with conditions and PR/TO in 2006 & 07 (7-K-06-RZ, 8-M-06-RZ and 1-R-07-RZ).

SURROUNDING LAND USE AND ZONING: North: Vacant land - A (Agricultural) / TO (Technology Overlay) and PC (Planned Commercial) (K) / TO

South: Vacant land, water tower - PR (Planned Residential) / TO @ up to 12 du/ac

East: Vacant land, business park development - PC (Planned Commercial) (K) / TO

West: Vacant land - A (Agricultural) / TO

NEIGHBORHOOD CONTEXT: This area, in the southwest quadrant of the Pellissippi Pkwy./Hardin Valley Rd. interchange, and accessed from the newly constructed Valley Vista Rd, is developing with a mix of uses under various zones, including PC, A, BP and PR, all within the technology overlay.

STAFF RECOMMENDATION:

► **RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.**

OB/TO zoning is consistent with the mixed use sector plan designation for the area and will allow uses compatible with the surrounding land uses and zoning pattern.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. This area, which is southwest of the major interchange of Pellissippi Parkway and Hardin Valley Rd., along the newly constructed Valley Vista Rd. is appropriately located for office and/or medium density residential development, as permitted under the requested OB/TO zoning.
2. The property is located within a Mixed Use Special District on the Northwest County Sector Plan, which specifically proposes office and medium density residential uses.
3. Valley Vista Rd., which runs between Hardin Valley Rd. and Carmichael Rd., is a new road completed in the last several years specifically to accommodate a mix of new development with exposure to the west side of Pellissippi Pkwy.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district.
2. Based on the above description and intent of OB zoning, this property is appropriate to be rezoned to OB.
3. Site plans will be subject to review and approval of a development plan by the Tennessee Technology Corridor Development Authority (TTCDA), since it is located within the TO overlay. MPC would review a development plan for residential uses if the proposed density exceeds 12 du/ac.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sanitary sewer are available to serve the site.
2. The impact to the streets and school system will depend on the type of development proposed. The newly constructed Valley Vista Rd. is sufficient to handle additional traffic that would be generated by uses permitted in the OB zoning district.
3. This proposed amendment of the zoning map will not adversely affect any other part of the County, and the site plan approval required by the Tennessee Technology Corridor Development Authority (TTCDA) provides that no direct or indirect adverse effects will result from the change of zoning.
4. The property is characterized by some slopes in excess of 15%. Care will need to be taken in developing the property to respect its physical characteristics. The site has undergone some disturbance primarily resulting from the construction of Valley Vista Rd.

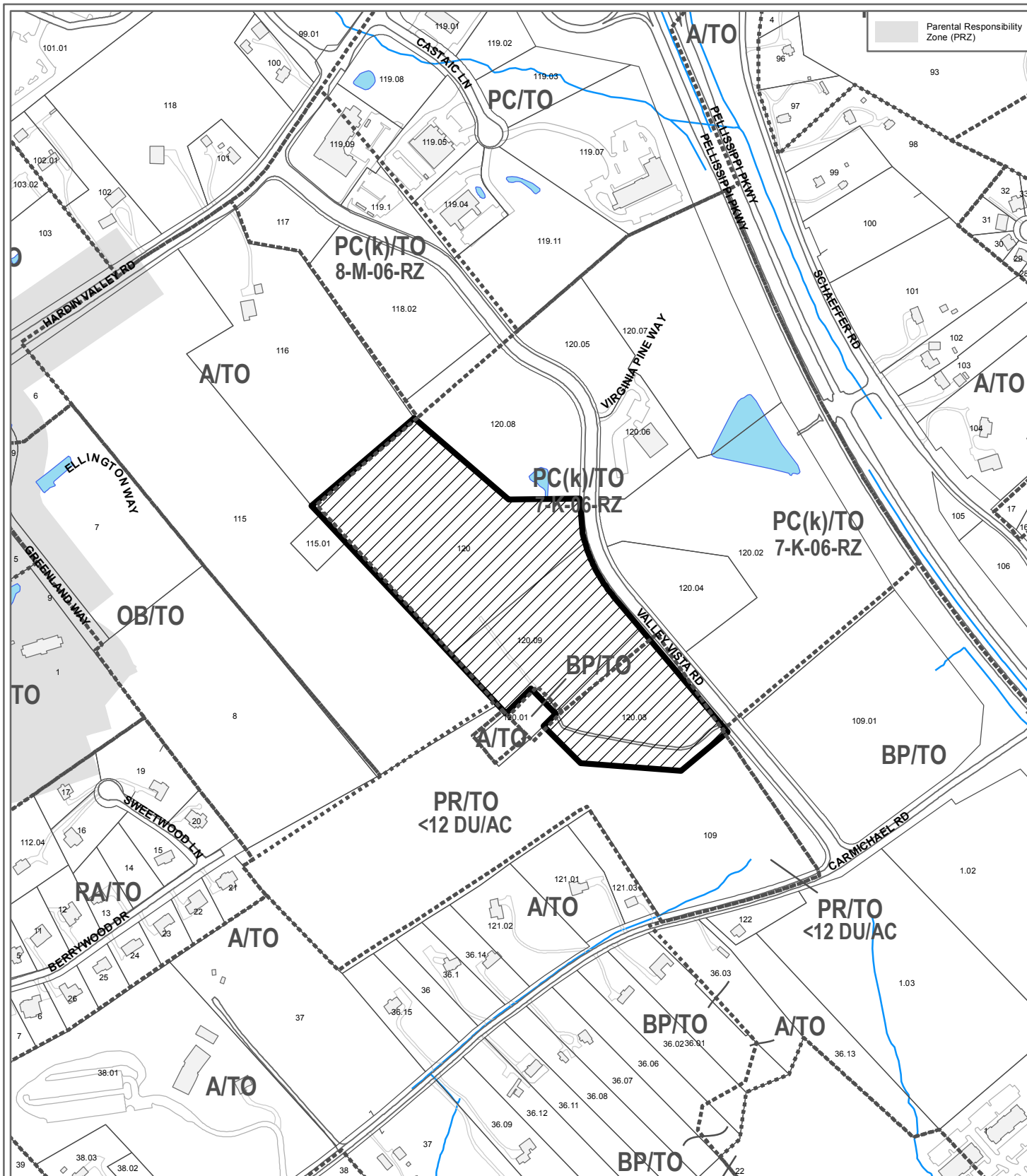
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan, as amended by the TTCDA Comprehensive Development Plan, designates this area as a mixed use special district (MU-NWC05), which allows consideration of OB/TO 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 could lead to future plan amendment and rezoning requests in this area, which would be consistent with the sector plan proposal for the area.
4. Because of the property's location within the TO (Technology Overlay), the TTCDA will need to approve a Certificate of Appropriateness for this rezoning. This request is scheduled to be considered by TTCDA on Mon., May 7, 2012 (5-A-12-TOR).

ESTIMATED TRAFFIC IMPACT: Not calculated.

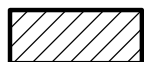
ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 6/25/2012. 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.



**5-D-12-RZ
REZONING**

From: PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac
To: OB (Office, Medical, and Related Services) / TO (Technology Overlay)

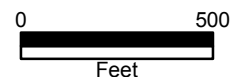


Original Print Date: 4/17/2012
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Revised:

Petitioner: Hardin Valley Land Partners - Rusty Bittle

Map No: 103
Jurisdiction: County





Minutes (Unapproved)

May 10, 2012

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on May 10, 2012 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

Ms. Rebecca Longmire, Chair		Mr. Michael Kane
Mr. Robert Anders		Mr. Nate Kelly
Ms. Ursula Bailey	A	Mr. Robert Lobetti
Mr. Bart Carey, Vice Chair		Mr. Brian Pierce
Ms. Laura Cole		Mr. Jeff Roth
Mr. Art Clancy		Mr. Jack Sharp
Mr. George Ewart	A	Mr. Wes Stowers
** Mr. Stan Johnson		

* Arrived late to the meeting.

** Left early in the meeting.

A – Absent from the meeting

* **32. HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE**

5-D-12-RZ

Southwest side Valley Vista Rd., southeast of Hardin Valley Rd., Commission District 6. Rezoning from PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac to OB (Office, Medical, and Related Services) / TO (Technology Overlay).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (CAREY) WERE MADE TO APPROVE CONSENT ITEMS AS READ. MOTION CARRIED 10-0-2. APPROVED.

GP: Planned Growth SP: mu-SD (mu-MWCOS) allows office

KNOXVILLE-KNOX COUNTY

M P C

METROPOLITAN
PLANNING
COMMISSION

T E N N E S S E E

Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www.knoxmpc.org

☒ **REZONING**

☐ **PLAN AMENDMENT**

Name of Applicant: Hardin Valley Land Partners

Date Filed: 3/29/12

Meeting Date: May 10, 2012

Application Accepted by: Brusseau

Fee Amount: \$4800

File Number: Rezoning 5-D-12-RZ

Fee Amount: _____ File Number: Plan Amendment _____

MAR 29 2012

PROPERTY INFORMATION

Address: _____

General Location: SW side Valley Vista Rd., SE of Hardin Valley Rd.

Parcel ID Number(s): 103-120, 120.08 and 120.09

Tract Size: 20± acres

Existing Land Use: Vacant land

Planning Sector: Northwest County

Growth Policy Plan: Planned Growth

Census Tract: 59.01

Traffic Zone: 237

Jurisdiction: ☐ City Council _____ District
☒ County Commission 6th District

Requested Change

REZONING

FROM: PC(K)/TO+PR/TO

TO: OB/TO

PLAN AMENDMENT

☐ One Year Plan ☐ _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Apartment/offices

Density Proposed _____ Units/Acre

Previous Rezoning Requests: None noted

☐ **PROPERTY OWNER** ☐ **OPTION HOLDER**

PLEASE PRINT

Name: Rusty Bittle

Company: Hardin Valley

Address: 10784 Hardin Valley Rd

City: Knox State: TN Zip: 37932

Telephone: 605-670-7424 / 202-0136

Fax: 605-670-7426

E-mail: Rusty@HardinValleyLand.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: Same

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fax: _____

E-mail: _____

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: [Signature]

PLEASE PRINT

Name: Same

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail: _____

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink:

(If more space is required attach additional sheet)

Name

Address

City

State

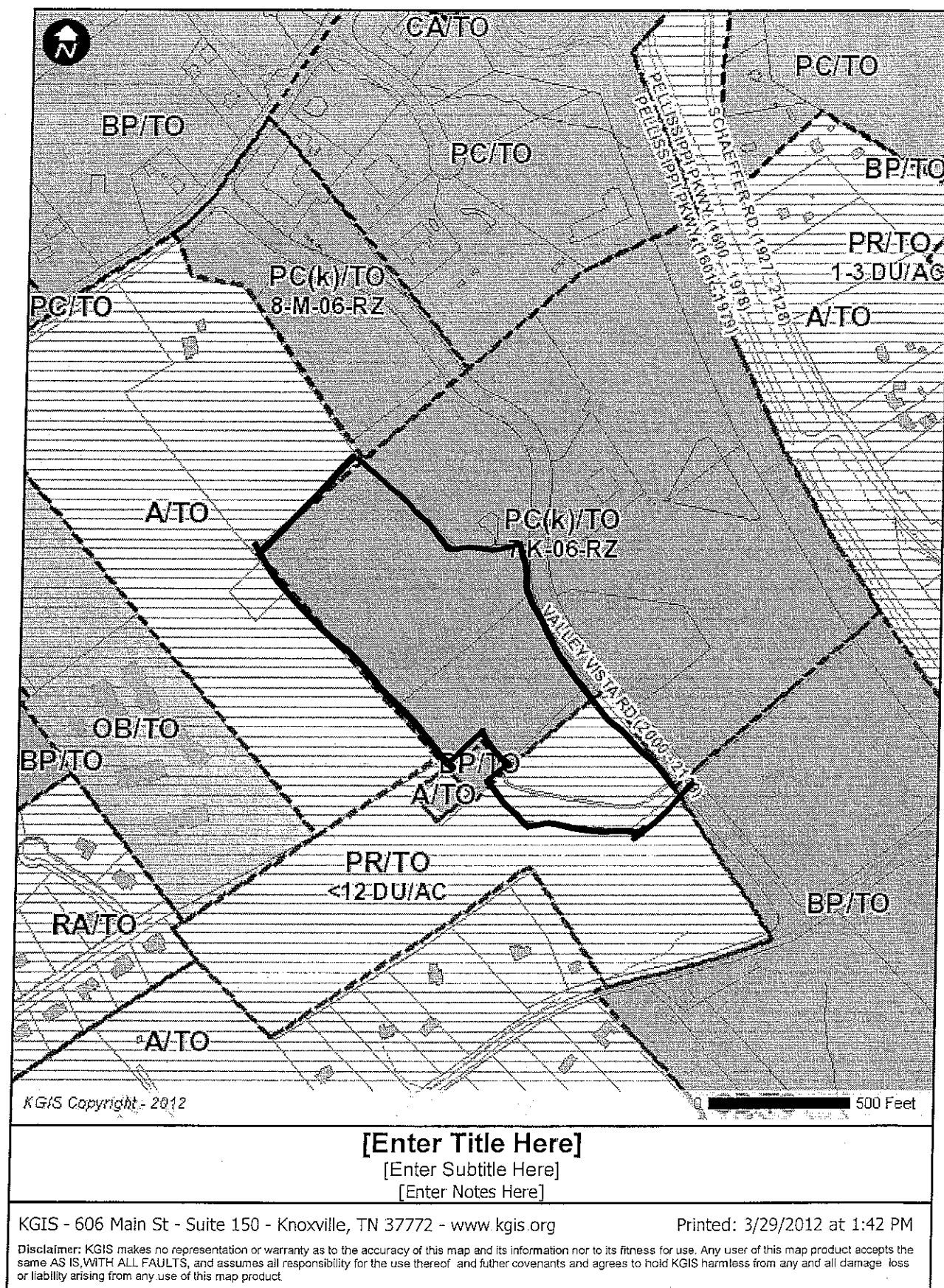
Zip

Owner

Option

Name Hardin Valley Land Partners, LLC Address City State

2



PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, June 25, 2012, 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.

Rezoning

JOE STAPLETON AND MARY STAPLETON-Northwest side E. Emory Rd., northeast of Palmyra Dr., Commission District 7. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 5 du/ac.

ALEX BOTEZAT-Northeast side Zion Ln., northwest of Ball Rd., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 4 du/ac.

HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE-Southwest side Valley Vista Rd., southeast of Hardin Valley Rd., Commission District 6. Rezoning from PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve OB/TO.

AGENDA COMMITTEE MEETING

50.

Meeting Date: 06/06/2012

Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION

Department: METROPOLITAN PLANNING COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

CAPTION

Appeal by Choto Partners of MPC's denial of rezoning from RA (Low Density Residential) to OB (Office, Medical, and Related Services); Property located northwest side Plum Creek Drive, southeast of Parkside Drive. Commission District 5.

Attachments

Attachment

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

APPEAL OF MPC DECISION

5/25/2012 09:31 AM

FILE NUMBER: 4-H-12-RZ

CHOTO PARTNERS

<i>APPELLANT:</i>	Choto Partners, Applicant and Property Owner
<i>DECISION APPEALED:</i>	REZONING
<i>FROM:</i>	RA (Low Density Residential)
<i>TO:</i>	OB (Office, Medical, and Related Services)
 <i>MPC RECOMMENDATION:</i>	 DENY OB (Office, Medical & Related Services) zoning.
<i>MPC VOTE COUNT:</i>	13-0
 <i>LOCATION:</i>	 Northwest side Plum Creek Dr., southeast of Parkside Dr.
<i>ACREAGE:</i>	2.5 acres
<i>DISTRICT:</i>	Commission District 5
 <i>MPC HEARING ON:</i>	 5/10/2012
<i>PUBLISHED IN:</i>	News-Sentinel
<i>DATE PUBLISHED:</i>	3/9/2012
 <i>LEGISLATIVE HEARING ON:</i>	 6/25/2012
<i>PUBLISHED IN:</i>	News-Sentinel
<i>DATE PUBLISHED:</i>	5/24/2012
 <i>APPELLANT'S ADDRESS:</i>	 David Draper Lewis King 620 Market St 5th Floor Knoxville, TN 37902
 <i>APPLICANT'S ADDRESS:</i>	 Choto Partners 8874 Kingston Pike Knoxville, TN 37923
 <i>LEGISLATIVE BODY:</i>	 Knox County Commission
 <i>Consistent with Sector Plan?</i>	 Not unless amended to Office
<i>Consistent with GrowthPlan?</i>	Rezoning shall be consistent with the applicable Sector Plan

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

APPEAL OF DECISION

(Please Note: Original application and staff report are made a part of this application.)

Type: ☐ One Year Plan Amendment ☒ Sector Plan Amendment ☒ Rezoning ☐ Use on Review ☐ Street Name Change ☐ Right-of-Way Closure
☐ Certificate of Appropriateness ☐ Other: _____

Decision by: ☒ MPC ☐ BZA ☐ Other: _____ Date of Decision: 5-10-2012
 Jurisdiction: ☐ City _____ Councilmanic District ☒ County 5th Commission District

Original Applicant Name: Choto Partners Original File Number: 4-H-12-RZ

Name of Owner of Subject Property: Choto Partners

Description of Subject Property (Include city block and parcel number or lot number): 131 JA 018 131 JA 017

☒ Zoning map of all property within 300 feet of the subject property is attached.

DECISION BEING APPEALED

MPC's refusal of request to postpone and approval of MPC staff recommendation to deny rezone.

REASON FOR THE APPEAL

Attach additional pages, if necessary. The applicant's primary attorney was hospitalized and unable to appear before MPC on May 10, 2012. A postponement had been requested by applicant on May 4, 2012.

PETITIONER INFORMATION

Name of Petitioner: Choto Partners

Petitioner's Interest in the Matter (Include a description of affected property owned by Petitioner): Petitioner is is rezone applicant and property owner. Appeal denial.

Application Authorization: I hereby certify that I am the applicant/authorized representative for the above named petitioner.

Signature: David A. Draper

All correspondence should be sent to: Name (Print): David A. Draper Lewis King

620 Market St. 5th FL Knoxville TN 37902
 Street Address City State Zip

Phone: 541 5211 Fax: 523 6529 E-mail: ddraper@lewisKing.com

For MPC Staff Use Only

Application Accepted by MPC Staff Member: Bussseau
 Appeal Fee Amount: \$500 Date Appeal Received: 5/22/12

BODY WHO WILL HEAR THE APPEAL & MEETING DATE OF THE APPEAL

☐ City Council - 7 p.m.	☒ County Commission - 6 p.m.	☐ City BZA - 4 p.m.	☐ MPC - 1:30 p.m.
_____	<u>June 25, 2012</u>	_____	_____
Month • Date • Year	Month • Date • Year	Month • Date • Year	Month • Date • Year

**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
 PLAN AMENDMENT/REZONING REPORT**

► **FILE #:** 4-H-12-RZ

AGENDA ITEM #: 28

4-D-12-SP

AGENDA DATE: 5/10/2012

POSTPONEMENT(S): 4/12/12

► **APPLICANT:** CHOTO PARTNERS

OWNER(S): Choto Partners

TAX ID NUMBER: 131 J A 017 & 018 PORTION ZONED RA

JURISDICTION: Commission District 5

► **LOCATION:** Northwest side Plum Creek Dr., southeast of Parkside Dr.

► **TRACT INFORMATION:** 2.5 acres.

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Urban Growth Area (Outside City Limits)

ACCESSIBILITY: Access to the site is from either Glade Dr., a local street with 28' of pavement width within 50' of right-of-way, or Plum Creek Dr., a local street with 24' 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:** LDR (Low Density Residential) & STPA (Stream Protection Area) / RA (Low Density Residential)

► **PROPOSED PLAN DESIGNATION/ZONING:** O (Office) & STPA (Stream Protection Area) / OB (Office, Medical, and Related Services)

► **EXISTING LAND USE:** House and vacant land

► **PROPOSED USE:** Any use permitted in the OB zone

EXTENSION OF PLAN DESIGNATION/ZONING: No

HISTORY OF ZONING REQUESTS: None noted

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING North: Creek and Parkside Dr. - Automobile sales / C & STPA / C-4 (Highway & Arterial Commercial)

South: Plum Creek Dr.- Residences / LDR / RA (Low Density Residential)

East: Residence / LDR / RA (Low Density Residential)

West: Glade Dr. - Offices / C & STPA / C-6 (General Commercial Park) and C-3 (General Commercial)

NEIGHBORHOOD CONTEXT: The area to the north and west of the site is developed with office and commercial uses under C-3, C-4 and C-6 zoning. To the south and east are residential uses, zoned RA.

STAFF RECOMMENDATION:

► **DENY O (Office) sector plan designation.**

The Knoxville-Knox County General Plan 2032 policies do not warrant the redesignation of this site for office uses. The site is located across the street from residential uses and does not have direct access to Parkside Dr. The only access is to local neighborhood streets. The creek along the northwest property line is an appropriate dividing line between residential and non-residential uses.

► **DENY OB (Office, Medical & Related Services) zoning.**

OB zoning at this location would allow uses that would not be compatible with adjacent residential uses.

COMMENTS:

ALTERNATE RECOMMENDATION: If MPC were inclined to support office use of this site, staff would recommend OA (Office Park) zoning, rather than the requested OB zoning. OA does not allow some of the less compatible uses, such as apartments, a hotel or a bank. It only permits the development of various types of professional offices. Staff would also recommend the inclusion of the following two conditions if either OA or OB zoning is approved. 1. Vehicular access to the site is limited to Glade Dr. and must line up with Deerbrook Dr. to the southwest. 2. A landscape screen, subject to approval by MPC staff, must be installed along the east (adjacent to parcel 16.01) and southeast property lines (along Plum Creek Dr.) The accompanying sector plan amendment would have to be approved in order to consider either OA or OB zoning.

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No road improvements have been made recently in the area. Utilities are available to serve the site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The plan appropriately calls for LDR development at this location.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

No changes have occurred that warrant this sector plan change.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

There have not been significant changes that have taken place to justify amendment of the sector plan. The majority of this site, parcel 18, is designated for recreational use on the recorded plat for the Boxwood Hills Subdivision. Residential property owners have purchased lots based on the expectation that parcel 18 would be reserved for recreational uses, not offices.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. No significant changes have occurred in the area that warrant the requested change in zoning. The majority of the site (parcel 18) is designated on the Boxwood Hills subdivision plat as 'Boxwood Pool'. This plat (attached) was recorded in 1967, and the site has always been intended for recreational uses. The KGIS system information, based on property assessor information, is attached, and also indicates that parcel 18 is intended for swimming pool and recreation.
2. The property has access only from local neighborhood streets, despite being in close proximity to Parkside Dr. The property has no frontage on Parkside Dr., and there is a creek that runs along the northwest property line of the site that is an appropriate dividing line between residential and non-residential uses.
3. Staff recognizes that there are non-residential uses to the southwest, accessed from Deerbrook Dr. But this is an area that is part of the commercial node at Lovell Rd. and Parkside Dr. Deerbrook Dr. is a local street developed with all commercial and office uses between Glade Dr. and its connection to Lovell Rd. The

properties along Deerbrook Dr. are not part of a platted residential subdivision. The subject property is accessed only from local, neighborhood-serving streets within a platted residential subdivision.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district. In addition to allowing professional and medical offices and residential uses, OB zoning allows some uses that are not compatible with adjacent residential uses, such as a hotel or a bank.
2. Based on the above description and intent, as well as the permitted uses, this property is not appropriate to be rezoned to OB.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Establishment of OB zoning at this location would adversely impact surrounding residential properties.
2. OB zoning allows some uses that would not be compatible with surrounding land uses and zoning.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the requested plan amendment to the O land use classification, OB or OA zoning would be consistent with the Southwest County Sector Plan. However, staff is recommending that the current sector plan designation and zoning be maintained for compatibility with surrounding land uses and 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 rezoning and plan amendment requests for non-residential development into the adjacent residential neighborhood, on properties zoned RA.

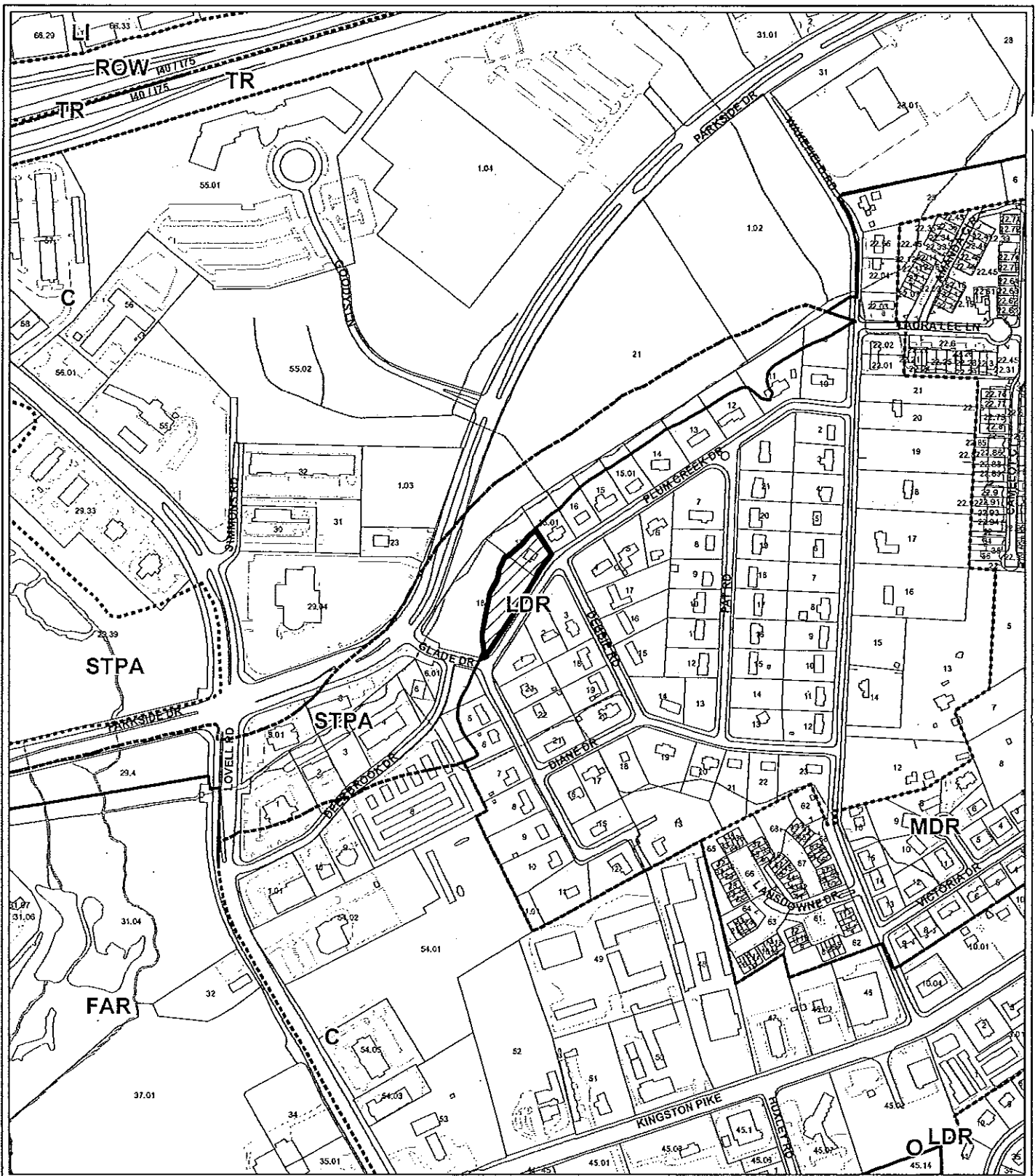
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not calculated.

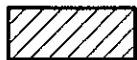
ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 6/25/2012. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**4-D-12-SP / 4-H-12-RZ
SOUTHWEST COUNTY SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential)



To: O (Office)

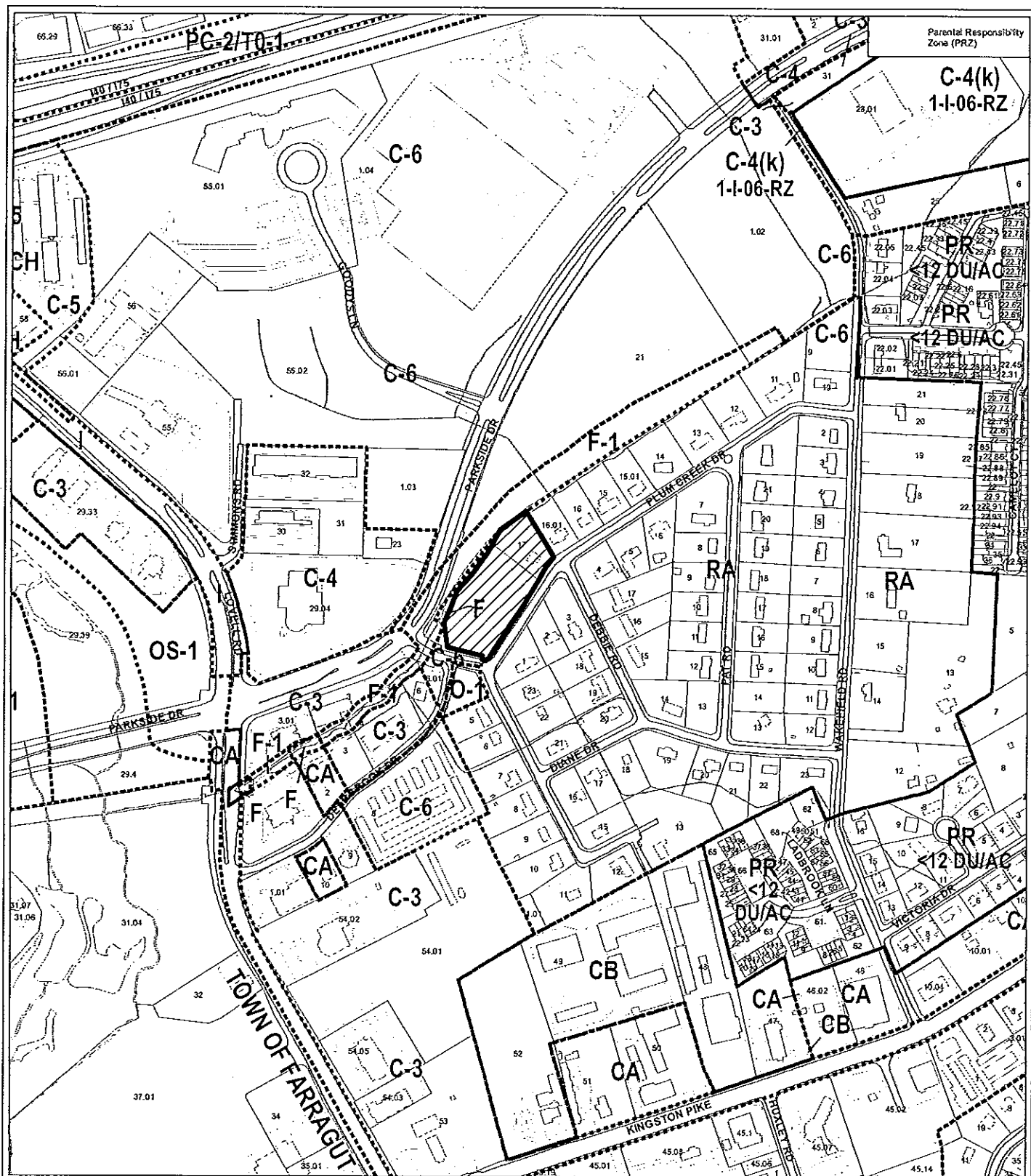
Original Print Date: 3/20/2012
Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Choto Partners

Map No: 131

Jurisdiction: County





**4-H-12-RZ
REZONING**

From: RA (Low Density Residential)

To: OB (Office, Medical, and Related Services)

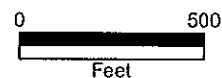


Original Print Date: 3/20/2012 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Choto Partners

Map No: 131

Jurisdiction: County

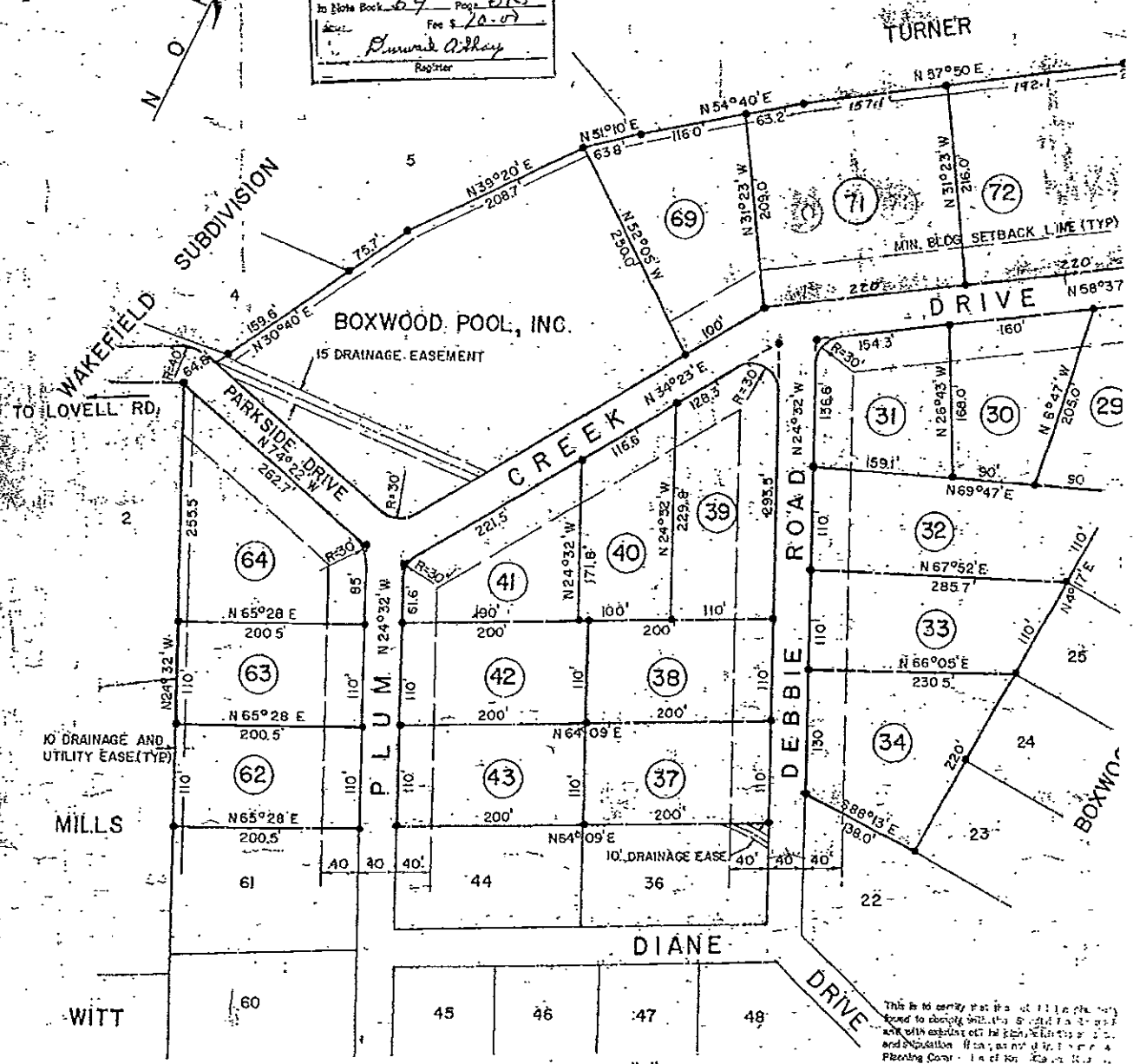


1967 Boxwood Hills Plat

- 2 -

N
O
R
T
H

REGISTERS OFFICE
STATE OF TENNESSEE
KNOX COUNTY
Received for record the 21 day
of Nov A. D. 1967
at 3:50 O'Clock P. M. Recorded in
Book No. 46-5 Page 2
to Note Book 64 Page 315
Fee \$ 20.00
R. M. O'Leary
Register



156711210000002
Access of 1
Cross Ref: 0/2010
Risk File Automation

This is to certify that the plat of this plat was
found to comply with the provisions of the
act with existing covenants, conditions, and
restrictions. It is, as now of record, a
Platting Company, Inc. of Knoxville, Tennessee,
that said plat is a true and correct copy of the
Knox County Record Book.

Date 11-9-67
Title Metropolitan Plann

CERTIFICATE OF SURVEY
I hereby certify that I have examined
carefully the plat and find that it is a true and correct
copy of the record.



[Enter Title Here]

[Enter Subtitle Here]

[Enter Notes Here]

KGIS - 606 Main St - Suite 150 - Knoxville, TN 37772 - www.kgis.org

Printed: 3/28/2012 at 12:52 PM

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Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Rezoning of property at Glade Rd. and Plum Creek Dr. - Postponement

1 message

Michael Brusseau <mike.brusseau@knoxmpc.org>

Fri, May 4, 2012 at 4:18 PM

To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Buz Johnson <buz.johnson@knoxmpc.org>, Dan Kelly <dan.kelly@knoxmpc.org>, Mark Donaldson <mark.donaldson@knoxmpc.org>

Re: Item 28 on May 10 agenda

----- Forwarded message -----

From: **Draper, David A.** <DDraper@lewisking.com>

Date: Fri, May 4, 2012 at 4:19 PM

Subject: Re: Rezoning of property at Glade Rd. and Plum Creek Dr. - Postponement

To: "mike.brusseau@knoxmpc.org" <mike.brusseau@knoxmpc.org>

Cc: "King, John" <JKing@lewisking.com>, "winstonc@landviewhomes.com" <winstonc@landviewhomes.com>

Mr. Brusseau:

On behalf of the applicant, Choto Partners, I would like to request another postponement of the above rezone matter. The applicant's primary counsel, my partner John King, remains hospitalized and unable to conduct his ordinary work routine with the client. We appreciate your assistance in this matter. I will appear at the next MPC meeting to address any concerns which the commissioners may have.



David A. Draper Attorney at Law

Lewis, King, Krieg & Waldrop, P.C.

620 Market St., 5th Floor | P.O. Box 2425 | Knoxville, TN 37901

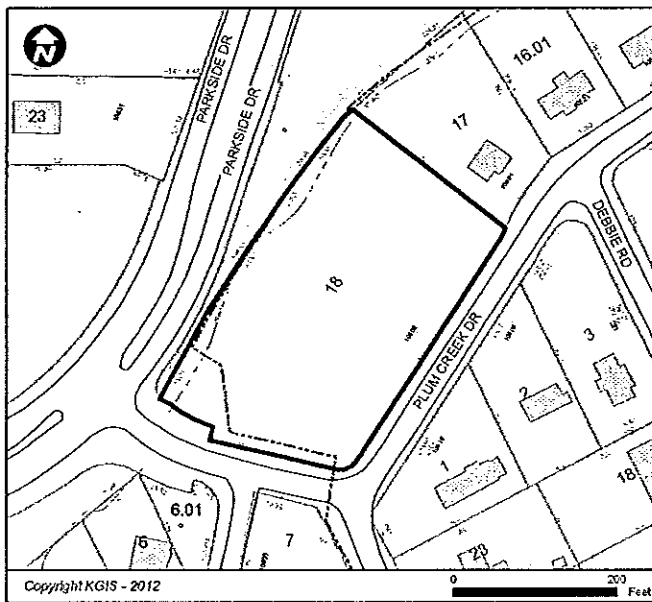
Tel: 865-541-5211 | Fax: 865-523-6529

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--

Michael A. Brusseau, AICP, Senior Planner
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
400 Main St.
Knoxville, TN 37902
Phone: (865) 215-2500
Fax: (865) 215-2068
www.knoxmpc.org

Parcel 131JA018 - Property Map and Details Report**Property Information**

Location: 10609 PLUM CREEK
 Address: DR
 CLT Map: 131
 Insert: J
 Group: A
 Condo Letter:
 Parcel: 18
 Parcel ID: 131JA018
 Parcel Type: NORMAL
 District: W6
 Ward:
 City Block:
 Subdivision: BOXWOOD HILLS
 SEC D PT PARCEL 1
 Rec. Acreage: 0.00
 Calc. Acreage: 1.95
 Recorded Plat: 465 - 2
 Recorded Deed: 20110308 -
 0053360
 Deed Type: Deed:Special Wa

Deed
 Date:

Address Information

Site Address: 10609 PLUM CREEK DR
 KNOXVILLE - 37922
 Address Type: POOL REC
 Site Name: SWIMMING POOL AND
 RECREATION

Owner Information

CHOTO PARTNERS
 8874 KINGSTON PK STE200
 KNOXVILLE, TN 37923

The owner information shown in this section does not necessarily reflect the person(s) responsible for Last Year's property taxes. Report any errors to the Knox County Property Assessor's office at (865) 215-2365.

Jurisdiction Information

County: KNOX COUNTY
 City / Township:

MPC Information

Census Tract: 58.03
 Planning Sector: Southwest County
 1990 Traffic Zone: 230
 2000 Traffic Zone: 230

Please contact Knox County Metropolitan Planning Commission (MPC) at (865) 215-2500 if you have questions.

Political Districts

Voting Precinct: 66N
 Voting Location: Farragut High School
 11237 KINGSTON PIKE
 TN State House: 89 TBD
 TN State Senate: 7 Stacey Campfield
 County Commission: 5 Richard Briggs
 Ed Shouse
 Mike Hammond

City Council:

School Board: 5 Karen Carson

Please contact Knox County Election Commission at (865) 215-2480 if you have questions.

School Zones

Elementary: HARDIN VALLEY ELEMENTARY
 Intermediate:
 Middle: FARRAGUT MIDDLE
 High: HARDIN VALLEY HIGH

Please contact Knox County Schools Transportation and Zoning Department at (865) 594-1550 if you have questions.

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Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Rezoning of property at Glade Rd. and Plum Creek Dr.

1 message

Mike Brusseau <mike.brusseau@knoxmpc.org>

Mon, Apr 9, 2012 at 8:51 AM

To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Mark Donaldson
<mark.donaldson@knoxmpc.org>, Buz Johnson <buz.johnson@knoxmpc.org>, Dan Kelly
<dan.kelly@knoxmpc.org>

Re: Agenda item 42

----- Forwarded message -----

From: Jerry Hall <jerryjo100@gmail.com>

Date: Sat, Apr 7, 2012 at 9:45 AM

Subject: Rezoning of property at Glade Rd. and Plum Creek Dr.

To: "michael.brusseau@knoxmpc.org" <michael.brusseau@knoxmpc.org>

Sent from my iPad

As a resident of the Boxwood Neighborhood I strongly urge you to deny rezoning of this property. This could be the demise of a peaceful neighborhood. We see commercial development all around us here and once it starts it is unlikely to stop. When this property was purchased the buyer knew this was a residential area and just because they have an investment is no reason to grant rezoning.

Sincerely
Jerry Hall
237 Wakefield Rd.

Jerryjo2@charter.net

--
Michael A. Brusseau, AICP, Senior Planner
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
400 Main St.
Knoxville, TN 37902
Phone: (865) 215-2500
Fax: (865) 215-2068
www.knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Glade - Plum Creek Drive

1 message

Mike Brusseau <mike.brusseau@knoxmpc.org>

Wed, Apr 11, 2012 at 9:33 AM

To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Cc: Mark Donaldson <mark.donaldson@knoxmpc.org>, Buz Johnson <buz.johnson@knoxmpc.org>

Opposition on item 42

----- Forwarded message -----

From: JANET HEGLAR <janet.heglar@knoxschools.org>

Date: Wed, Apr 11, 2012 at 9:13 AM

Subject: Glade - Plum Creek Drive

To: "michael.brusseau@knoxmpc.org" <michael.brusseau@knoxmpc.org>

I am writing to let you know that i disapprove of the rezoning that is being proposed by Choto Partners.

--

Michael A. Brusseau, AICP, Senior Planner
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400 Main St.
Knoxville, TN 37902
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Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Rezoning of property at Glade Rd. and Plum Creek Dr

1 message

Eric Manneschmidt <manofhg@gmail.com>

Wed, May 9, 2012 at 9:50 PM

To: mike.brusseau@knoxmpc.org

Cc: mark.donaldson@knoxmpc.org, buz.johnson@knoxmpc.org, bettyjo.mahan@knoxmpc.org, dan.kelly@knoxmpc.org, janet.heglar@knoxschools.org, Sam and Terry Alexander <samterry@bellsouth.net>

Mr. Brusseau,

I have read through the MPC PLAN AMENDMENT/REZONING REPORT and plan to be in attendance at tomorrow's meeting. I too would like you to deny the rezoning. I have taken pictures of the area and will have copies to pass out to all commission members tomorrow. One thing in particular that I would like to point out is that the aerial picture in the report is NOT accurate. Since that picture was taken, the 50' buffer zone on either side of the stream was clear cut. All vegetation was reduced to stubble. I have attached a current aerial shot (thank you Google Maps). Cutting of this zone was in violation of county ordinances, but there was no action taken at that time against the owners who I assume had the area cut. When the cutting was taking place, many residents tried to find out info regarding who authorized or directed the cutting. Those doing the cutting would not divulge any info. Now, about any time that the property is mowed, the area (buffer) along the stream is also cut.

The result of this area being cut, aside from the watershed damage that might have occurred, there has been a large increase in light and sound pollution into the neighborhood. The lights across Parkside Drive at the BMW dealership are bright and were once filtered out by the trees. Now that the trees are gone, the visibility of the entrance to the neighborhood has probably (not measured) increased drive through traffic.

When this property was truly a "recreational" area with a pool and tennis courts, the elevation was below that of Plum Creek Drive. When there was a lot of rain, it acted like a wetlands in the sense that it flooded and absorbed runoff. Many years ago, when the property changed hands (probably pre Choto Partners ownership), the pool was filled in and the whole area was raised to a level several feet above the elevation of Plum Creek Drive, as it remains today. The raising of this lot certainly decreased rain absorption and increased the immediate flow in the stream. If this property is allowed to rezone for commercial use, the addition of concrete and buildings would increase the runoff to the stream and promote more roadway flooding as well.

Sincerely,

Eric Manneschmidt
10709 Plum Creek Drive
694-2069



Aerial today.jpg
944K





Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Rezoning Plum Creek and Glade

1 message

Michael Brusseau <mike.brusseau@knoxmpc.org>

Thu, May 10, 2012 at 9:07 AM

To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Buz Johnson <buz.johnson@knoxmpc.org>, Mark Donaldson <mark.donaldson@knoxmpc.org>

Re: Item 28

----- Forwarded message -----

From: **Jerry Hall** <jerryjo100@gmail.com>

Date: Wed, May 9, 2012 at 6:57 PM

Subject: Rezoning Plum Creek and Glade

To: "mike.brusseau@knoxmpc.org" <mike.brusseau@knoxmpc.org>

Mr.Brusseau;

Having sent you an email about this matter in April I would like to reiterate I am opposed to this zoning. I don't know why it was put off until May but this is a tactic sometimes to outlast any opposition. I would appecerite a no vote on this matter.

Thank You:

Jerry Hall
237 Wakefield Rd.Jerryjo2@charter.net

--

Michael A. Brusseau, AICP, Senior Planner
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
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Fax: (865) 215-2068
www.knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Fwd: Applicant's Request for Posponement of Item 42 (Choto Partners) - MPC April 12 meeting

1 message

Mike Brusseau <mike.brusseau@knoxmpc.org>

Wed, Apr 11, 2012 at 4:10 PM

To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>, Mark Donaldson <mark.donaldson@knoxmpc.org>, Buz Johnson <buz.johnson@knoxmpc.org>, Dan Kelly <dan.kelly@knoxmpc.org>

PP request for item 42.

----- Forwarded message -----

From: **Draper, David A.** <DDraper@lewisking.com>

Date: Wed, Apr 11, 2012 at 4:09 PM

Subject: RE: Applicant's Request for Posponement of Item 42 (Choto Partners) - MPC April 12 meeting

To: "mike.brusseau@knoxmpc.org" <mike.brusseau@knoxmpc.org>

Mr. Brusseau:

Please accept this formal request for postponement of the hearing on Item 42 of MPC's April 12 agenda, which is the rezone application of Choto Partners. As I have indicated, the applicant is represented by Mr. King of this office, and Mr. King is currently undergoing unscheduled medical treatment and is unable to attend tomorrow's meeting. If possible, we would ask that any opponents of the application be advised of this request so that may avoid undue inconvenience.



David A. Draper Attorney at Law

Lewis, King, Krieg & Waldrop, P.C.

620 Market St., 5th Floor | P.O. Box 2425 | Knoxville, TN 37901

Tel: 865-541-5211 | Fax: 865-523-6529

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Michael A. Brusseau, AICP, Senior Planner
Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
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Minutes (Unapproved)

May 10, 2012

1:30 P.M. Φ Main Assembly Room Φ City County Building

The Metropolitan Planning Commission met in regular session on May 10, 2012 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

Ms. Rebecca Longmire, Chair		Mr. Michael Kane
Mr. Robert Anders		Mr. Nate Kelly
Ms. Ursula Bailey	A	Mr. Robert Lobetti
Mr. Bart Carey, Vice Chair		Mr. Brian Pierce
Ms. Laura Cole		Mr. Jeff Roth
Mr. Art Clancy		Mr. Jack Sharp
Mr. George Ewart	A	Mr. Wes Stowers
** Mr. Stan Johnson		

* Arrived late to the meeting.

** Left early in the meeting.

A – Absent from the meeting

28. CHOTO PARTNERS

Northwest side Plum Creek Dr., southeast of Parkside Dr., Commission District 5.

a. Southwest County Sector Plan Amendment

4-D-12-SP

From LDR (Low Density Residential) & STPA (Stream Protection Area) to O (Office) & STPA (Stream Protection Area).

David Draper, Lewis King law firm, 610 Market Street I appeared before this body at its last meeting and requested a postponement due to hospitalization of my partner, John King. Mr. King remains hospitalized and is improving. I requested a postponement by email communication to MPC office on May 4th. I explained Mr. King's situation. He has a level of involvement in this matter that I do not possess. I have not been able to communicate with Mr. King about some of the information that he does possess. I spoke with the opposition to this request and explained this continuing situation I did not have any ability to communicate with this gentleman that opposes this request because I did not know who he was or where to reach him. In any event we are requesting one additional postponement. We will take up this matter one way or the other at the next meeting or before. So that is the situation of the applicant.

Sam Alexander, 10724 Plum Creek Drive. While I sympathize with the attorney we have made two trips here so far. Mr. Lake Buckner is 87

years old and he has made that trip here. We would like to be heard today if he is wanting to postpone.

Art Clancy: I am ready to make a motion unless we want to hear it.

Michael Kane: I would like to find out was there any attempt to meet with the neighbor in terms of some kind of organized meeting at all during this postponement period at all?

Draper: It is my understanding that the actual owner of this property has tried to ascertain who opposes his proposed rezoning. With the exception of some email addresses that have been submitting to MPC indicating opposition, we don't know who these people are. What the effort has been is to try to identify who they are and what their concerns are. There has been an attempt, yes indeed.

Kane: The people that came last month and gave their addresses and email addresses from that there has been no follow up, in other words no connection has been made at all.

Draper: I have not communicated with this gentleman. I did not know who he was. No that hasn't occurred. I believe there was a female that had contacted MPC and I believe my client had contacted the female. I don't know the specifics of it.

**MOTION (CLANCY) AND (KANE) WERE MADE TO DENY.
MOTION CARRIED 13-0. DENIED.**

b. Rezoning

4-H-12-RZ

From RA (Low Density Residential) to OB (Office, Medical, and Related Services).

**MOTION (CLANCY) AND SECOND (KANE) WERE MADE TO
DENY. MOTION CARRIED 13-0. DENIED.**

M P C

METROPOLITAN
PLANNING
COMMISSION
TENNESSEESuite 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: Choto PartnersDate Filed: 2-27-12Meeting Date: April 12, 2012Application Accepted by: P. PhillipsFee Amount: 1,000 File Number: Rezoning ~~NOO~~ 4-H-12-RZFee Amount: 600 File Number: Plan Amendment 4-D-12-SP**PROPERTY INFORMATION**Address: 10609 10629 Plum Creek Dr
General Location: north side Plum Creek
S/E of Parkside Dr.Parcel ID Number(s): 131JD 006,
131JA 018Tract Size: 2 1/2 AC'sExisting Land Use: parcel 17 has housePlanning Sector: Southwest

Growth Policy Plan:

Census Tract: 58.03Traffic Zone: 230Jurisdiction: ☐ City Council _____ District
☒ County Commission 5 District**Requested Change****REZONING**FROM: RATO: OB**PLAN AMENDMENT**☐ One Year Plan ☐ _____ Sector PlanFROM: LDR - STPATO: QB - STPA**PROPOSED USE OF PROPERTY**what is allowed in the OB
zoneDensity Proposed — Units/Acre

Previous Rezoning Requests: _____

☒ **PROPERTY OWNER** ☐ **OPTIONAL HOLDER**

PLEASE PRINT

Name: Choto Partners

Company:

Address: 8874 Kingston PikeCity: Knoxville State: TN Zip: 37923Telephone: 865-690-8967Fax: 865-966-1314E-mail: SAI-G@TDS.Net**APPLICATION CORRESPONDENCE**

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: SAI GaudianoCompany: Choto PartnersAddress: 8874 Kingston PikeCity: Knoxville State: TN Zip: 37923Telephone: 865-690-8967Fax: 865-966-1314E-mail: SAI-G@TDS.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: Winston Cox

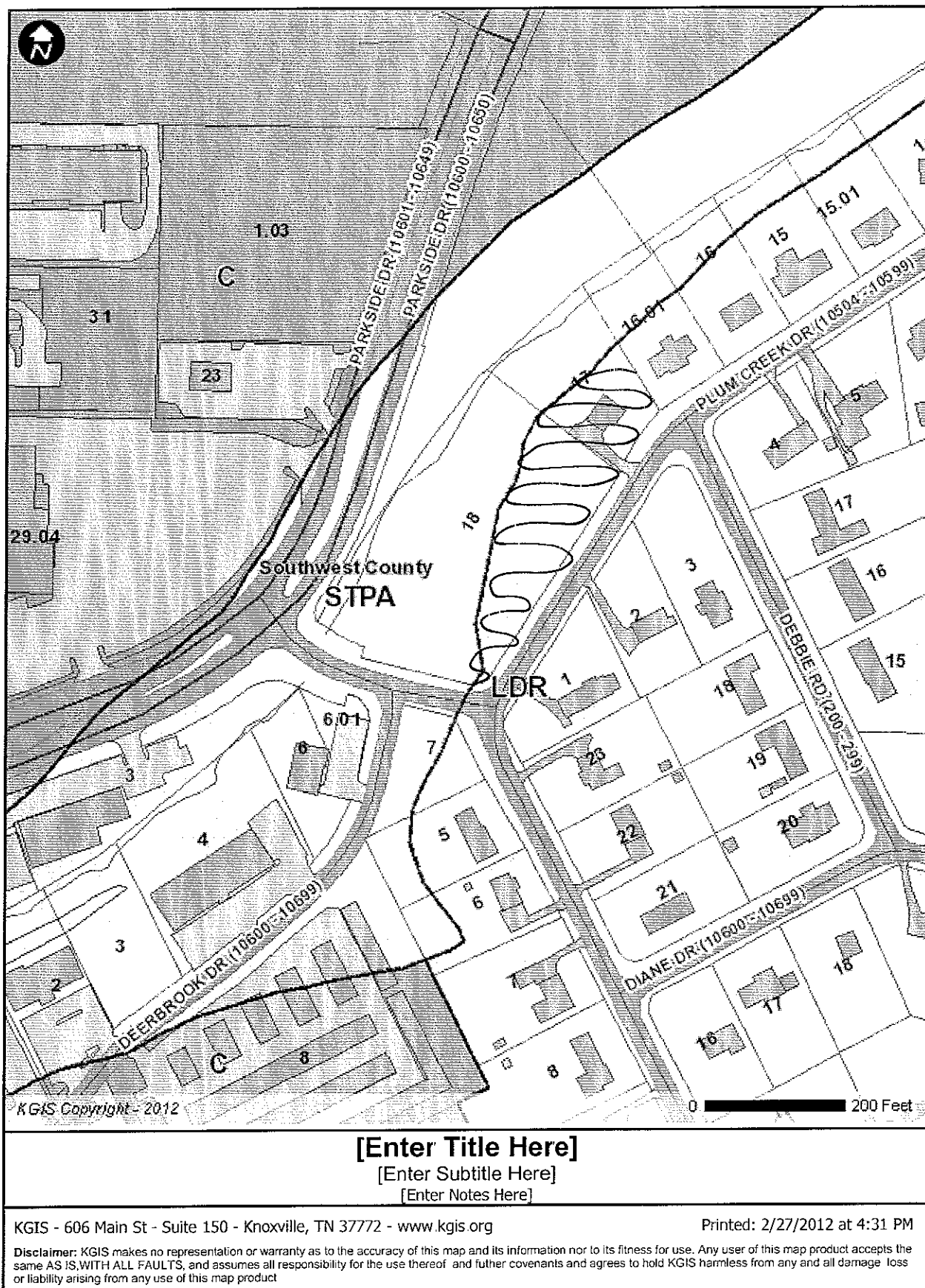
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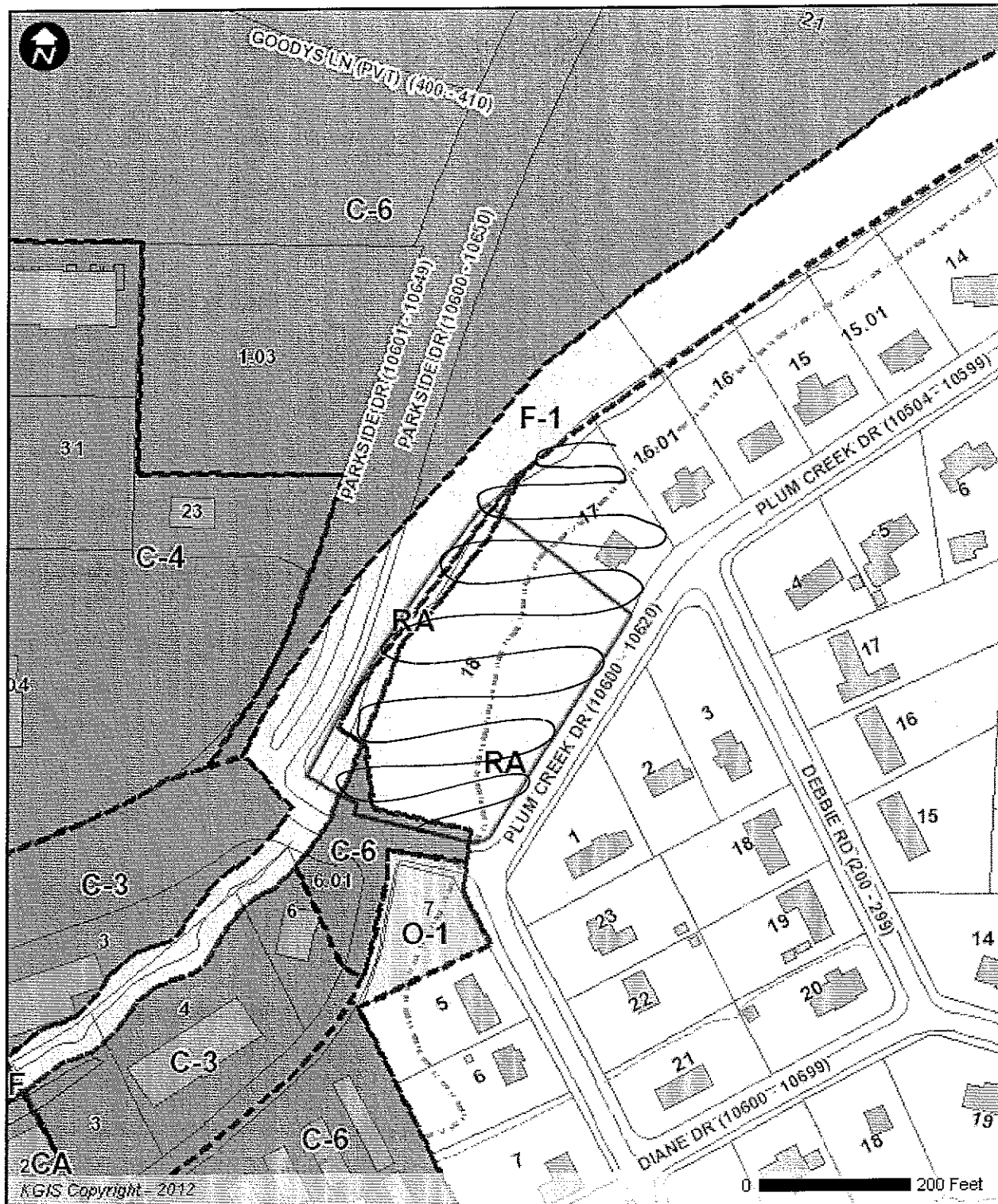
Name: WINSTON COX

Company:

Address: P.O. Box 23463City: Knoxville State: TN Zip: 37983Telephone: 865-389-5135

E-mail: _____





[Enter Title Here]

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, June 25, 2012, 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 215-2932 & we will be glad to work with you in obliging any reasonable request.

Rezoning

JOE STAPLETON AND MARY STAPLETON - Northwest side E. Emory Rd., northeast of Palmyra Dr., Commission District 7. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 5 du/ac.

ALEX BOTEZAT - Northeast side Zion Ln., northwest of Ball Rd., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at a density up to 4 du/ac.

HARDIN VALLEY LAND PARTNERS - RUSTY BITTLE - Southwest side Valley Vista Rd., southeast of Hardin Valley Rd., Commission District 6. Rezoning from PC (Planned Commercial) (K) / TO (Technology Overlay) and PR (Planned Residential) @ 12 du/ac to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve OB/TO.

Appeal

Appeal by Cholo Partners of MPC's denial of rezoning from RA (Low Density Residential) to OB (Office, Medical, and Related Services). Property located northwest side Plum Creek Drive, southeast of Parkside Drive, Commission District 3. MPC File No. 4-H-12-RZ.