Knox County Commission

Gina Oster, 3rd District, *Madam Chair*
Kim Frazier, At-Large Seat 11, *Vice-Chair*

Damon Rawls, 1st District
Courtney Durrett, 2nd District
Shane Jackson, 4th District
Angela Russell, 5th District
Terry Hill, 6th District
Rhonda F. Lee, Esq., 7th District
Adam Thompson, 8th District
W. Andy Fox, Esq., 9th District
Larsen Jay, At-Large Seat 10

400 West Main Street
Suite 603, City-County Bldg.
Knoxville, TN 37902

tel (865) 215-2534
fax (865) 215-2038
commission@knoxcounty.org

PRELIMINARY AGENDA FOR REVIEW

THE KNOX COUNTY COMMISSION SHALL REVIEW ITEMS FOR THE FEBRUARY LEGISLATIVE AGENDA TO DETERMINE THE CONSENT AGENDA.

MADAM CHAIR WILL POST TO THE COMMISSION FORUM ALL ITEMS CONSIDERED TO BE NON-CONSENT. COUNTY COMMISSIONERS SHALL POST ANY ADDITIONAL ITEMS THEY WANT PULLED FROM THE CONSENT AGENDA ***NO LATER THAN THURSDAY, FEBRUARY 20, 2025 AT 12:00 NOON.*** ANY ITEMS NOT POSTED ON THE FORUM WILL BE CONSIDERED ON THE CONSENT AGENDA FOR THE LEGISLATIVE AGENDA MEETING ON MONDAY, FEBRUARY 24, 2025.

I. CALL TO ORDER/ROLL CALL (5:00 P.M.):

A. Devotional

B. Pledge of Allegiance to the Flag

C. Amendments to the Agenda

D. Education Consent Calendar

1. R-25-2-201 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract of Employment between the Knox County Board of Education and Dr. Jon Rysewyk as Director of Knox County Schools.
   (Schools)

2. R-25-2-202 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an Amendment to Contract No. 15-608 with Tyler Technologies, Inc. for the provision of a comprehensive Human Resources and Payroll Management Information System.
   (Schools)

3. R-25-2-203 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an increase of $6,296.00 to the design contract with Sparkman & Associates Architects, Inc. to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy.
(Schools)

4. R-25-2-204 Consideration of a Resolution of the Commission of Knox County, Tennessee, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $776,715.00.
(Schools)

E. General Government Consent Calendar

5. R-25-2-110 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Knox County Mayor's recommendations of Michael Bittel, Alan Jack, and Scott Stallings for reappointment to the Knox County Golf Board. (Terms expire December 31, 2028) **(DEFERRED FROM JANUARY AT REQUEST OF SPONSOR)**
(County Mayor)

6. R-25-2-301 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Contract with Donald S. Keeble, M.D. in the amount of $139,650.00 for the first year of the contract to perform the services of Medical Director for the Knox County Sheriff's Office Corrections Division and to provide pre-employment physicals to potential candidates for employment for a one (1) year term beginning January 1, 2025 and ending December 31, 2025 with two (2) additional annual renewals for a total of three (3) years.
(Sheriff)

7. R-25-2-302 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a TJX Law Enforcement Grant in the amount of $5,000.00 to be used for purchasing stabilizing binoculars for the Organized Retail Crime Unit.
(Sheriff)

8. R-25-2-303 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a donation of fourteen (14) K9 bullet and stab protective vests worth over $14,000.00 from the nonprofit organization Vested Interest in K9s, Inc.
(Sheriff)

9. R-25-2-401 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at Martin Mill Pike (West) and Maryville Pike at Tipton Station Road.
(DEFERRED FROM JANUARY AT REQUEST OF SPONSOR)
(previously deferred from October to November, November to December and December to Janaury at Request of Sponsor)
(Engineering and Public Works)

10. R-25-2-403 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Master Battery for the collection and recycling of waste batteries from Knox County Convenience Centers and other facilities, with compensation for some batteries and charges for others.
(Engineering and Public Works)

11. R-25-2-404 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a contract with Phillips and Jordan, Inc. to provide emergency debris removal services in the event Knox County experiences a major disaster resulting in an overwhelming amount of debris.
(Engineering and Public Works)

12. R-25-2-405 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $48,000.00 for the design of a left turn lane on Westland Drive onto Ridge Climber Road.
(Engineering and Public Works)

13. R-25-2-406 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving an engineering design contract in the amount of $248,000.00 with LDA Engineering for the Bakertown Widening and Realignment Project.
(Engineering and Public Works)

14. R-25-2-407 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $23,000.00 for alternative widening designs of Westland Drive from Andover View Lane to Garrison Ridge Boulevard.
(Engineering and Public Works)

15. R-25-2-408 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with LKM Properties, L.P., Weigel Stores, Inc., and Calton Development, LLC for road improvements to Bakertown Road.
(Engineering and Public Works)

16. R-25-2-409 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with West Knox Developers LLC for road improvements to Westland Drive.
(Engineering and Public Works)

17. R-25-2-410 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Briggs Station 1 LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road.
(Engineering and Public Works)

18. R-25-2-411 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Calloway Oil Company for road improvements to the intersection of Marietta Church Road and Hardin Valley Road.
(Engineering and Public Works)

19. R-25-2-413 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $222,370.00 for the design of the relocation of Thorngrove Pike and widening of Midway Road, including traffic signals.
(Engineering and Public Works)

20. R-25-2-414 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with SCorUSA for road improvements to Hardin Valley Road.
(Engineering and Public Works)

21. R-25-2-501 **To Be Added** Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a U.S. Department of Housing and Urban Development (HUD) award in the amount of $2,000,000.00 to fund aging in place home modifications for low-income Knox County senior residents. (No local match required) **(TO BE ADDED)**
(Community Development)

22. R-25-2-601 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the Tennessee Department of Health for the provision of STI prevention services, which amendment increases the maximum liability of the State under the Contract by $310,517.46 for a total amount of $729,099.46. (No local match required)
(Health Department)

23. R-25-2-602 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $1,755,213.10 with the Tennessee Department of Health for the provision of Parents as Teachers, Temporary Assistance for Needy Families, and Evidence Based Home Visiting Program Services for the period beginning on July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

24. R-25-2-603 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $645,400.00 with the Tennessee Department of Health for the provision of School Based Oral Disease Prevention Services for the period beginning July 1, 2024 and ending June 30, 2026. (No local match required)
(Health Department)

25. R-25-2-701 Consideration of a Resolution of the Commission of Knox County, Tennessee, accepting donations in the total amount of $4,400.00 and eight (8) barrels of non-perishable food items and approving the donation of the same to the Love Kitchen.
(Parks and Recreation)

26. R-25-2-702 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the Knox County Parks and Recreation Donation Policy to formalize the Knox County Parks and Recreation Department's donation process.
(Parks and Recreation)

27. R-25-2-801 Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the unclaimed balance of accounts remitted to the State Treasurer under the Unclaimed Property Act for the report year ending June 30, 2022.
(Finance)

28. R-25-2-901 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Commercial Purchase and Sale Agreement in the amount of $4,350,000.00 with Fort Loudon Waste & Recycling Inc., Jason W. Bales, and Edstock LLC for 2742 Hancock Street and 302 North Avenue for a Countywide Maintenance Facility.
(County Mayor and Commissioners Durrett, Russell, Lee and Frazier)

29. R-25-2-902 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the recommendation of the Knox County Property Assessor to transition from a four year reappraisal cycle of all property in Knox County, Tennessee to a two year reappraisal cycle of all property in Knox County, Tennessee for the purpose of updating and equalizing the value of property for the assessment of property taxes on that property.
(Property Assessor, County Mayor, and Full Commission)

30. R-25-2-903 Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the State of Tennessee, Department of Children's Services to provide custody prevention services to the youth and families of the Knox County Juvenile Court, which amendment increases the maximum liability of the State under the Contract by $183,392.00 for a total of $550,176.00 and extends the term to June 30, 2026. (No local match required)
(Juvenile Court)

31. R-25-2-904 Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the 114th Session of the Tennessee General Assembly to allow County Trustees to retain up to ten percent (10%) of any abandoned excess proceeds from delinquent tax sales to be used exclusively for providing tax relief for elderly low-income, disabled, disabled veteran and veteran widow/widower homeowners.
(County Trustee)

32. R-25-2-906 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule I, Section M, Elections or Appointments, to open the appointment application process for board and committee appointments.
(Rules Committee)

33. R-25-2-907 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rules VI, Section C, Road and Right of Way Closure, to amend the procedure for road and right of way closures.
(Rules Committee)

34. R-25-2-908 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rules VI, Section E, Honorary Resolutions, Proclamations and Discussion Items, to add the definitions of ordinance and resolution.
(Rules Committee)

35. R-25-2-909 Consideration of a Resolution of the Commission of Knox County, Tennessee, amending the Knox County Commission Rules, Rule II, Section D, Responsibilities of the Chair, and Section E, Responsibilities of the Vice Chair, to revise language regarding The Development Corporation Board.
(Rules Committee)

36. R-25-2-910 Consideration of a Resolution of the Commission of Knox County, Tennessee, dissolving the Knox County Disability Advisory Group known as DAGWould?. **(TO BE ADDED)**
To Be Added
(Risk Management)

F. Honorary Resolutions

37. R-25-2-101 Consideration of a Resolution of the Commission of Knox County, Tennessee, honoring Rural Metro Firefighters Lieutenant Cameron Rood, Misty Weimer, and Nicholas Johnson of Engine 230 for their heroic bravery and commendable service to Knox County.
(Full Commission)

G. Presentations

38. **To Be Added** Presentation: AMR to discuss the first year of the EMS Ambulance Service Contract. **(TO BE ADDED)**
(County Mayor)

H. Public Forum - Agenda Items Only

I. Approval of Minutes of Previous Meeting

J. Drives and Roads

39. Consideration of the Acceptance of New County Roads:
A) Lantern Park Lane located in Lantern Park, District 6.
B) Brooks Meadow Lane located in Brooks Meadow, District 8.
(Engineering and Public Works)

K. Line Item Transfers

40. Line Item Transfers - Total amount of $89,517.38.
(Finance)

L. Budget Amendments

41. **Withdraw** Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Finance)

M. Notary Public Applications

N. Spread of Record

O. General Government Resolutions (non-consent)

42. R-25-2-402 **Defer to March**
Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Agreement with Knoxville TPO for the collection of pavement condition data. Federal funding will be provided for 80% of the cost of data collection, with the remaining 20% being paid by Knox County. In FY2024 the amount due will be $121,557.00 and in FY2026 the amount due will be $46,972.00. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)*
(Engineering and Public Works)

43. R-25-2-412 **Defer to March**
Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with Calton Development for the installation of a signal at Bakertown Road and Schaad Road. **(DEFER TO MARCH AT REQUEST OF SPONSOR)**
(Engineering and Public Works)

44. R-25-2-415 **Defer to March**
Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with S&E Properties, LLC. for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from December to January and January to February at Request of Sponsor)*
(Engineering and Public Works)

45. R-25-2-905 **Defer to March**
Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)*
(Register of Deeds)

P. Ordinances on First Reading

46. O-25-2-101 **1st Reading**
Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, "Receipt and Disbursement of County Funds; Budget Procedures", to add a new Section 2-558 to provide appropriation, grant and funding contract accountability for county general funds and Chapter 58, Article III, Section 58-92, "Appropriation, Grant and Funding Contract Procedures", to amend appropriation, grant and funding contract procedures for hotel/motel tax funds. (Ord. No. O-91-11-101, adopted 1-27-92, Ord. No. O-02-6-102, adopted 7-22-02, and establishing Section 2-558, previously reserved) **(FIRST READING)**
(Commissioner Russell)

Q. Ordinances on Second Reading

R. Public Forum - Open Topics

S. Other Business

T. Adjournment

RLA-16968 **R-25-2-201**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	TERRI COATNEY, 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 of Employment between the Knox County Board of Education and Dr. Jon Rysewyk as Director of Knox County Schools.
(Schools)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT OF EMPLOYMENT BETWEEN THE KNOX COUNTY BOARD OF EDUCATION AND DR. JON RYSEWYK AS DIRECTOR OF KNOX COUNTY SCHOOLS.

RESOLUTION: **R-25-2-201**

REQUESTED BY: **SCHOOLS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education desires to employ Dr. Jon Rysewyk as Director of Knox County Schools in accordance with the terms and conditions described in the Contract of Employment attached hereto and as provided in Tenn. Code Ann. § 49-2-301; and

WHEREAS, Dr. Jon Rysewyk accepts such employment in accordance with the terms and conditions set forth in the Contract of Employment and as provided in Tenn. Code Ann. § 49-2-301; and

WHEREAS, the Knox County Board of Education approved the Contract of Employment with Dr. Jon Rysewyk at its regularly scheduled meeting on February 6, 2025.

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

The Contract of Employment between the Knox County Board of Education and Dr. Jon Rysewyk whereby Dr. Rysewyk is employed as Director of Knox County Schools is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Contract of Employment between the Knox County Board of Education and Dr. Jon Rysewyk whereby Dr. Rysewyk is employed as Director of Knox County Schools shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY DIRECTOR OF SCHOOLS
CONTRACT OF EMPLOYMENT
between
DR. JON RYSEWYK
and the
KNOX COUNTY BOARD OF EDUCATION

The Contract of Employment is entered into effective this the 1st day of July , 2025, by and between the Knox County Board of Education (hereinafter the Board or KCBOE), and Dr. Jon Rysewyk, Director of Knox County Schools (hereinafter Director).

WHEREAS, the Knox County Board of Education (Board or KCBOE) at a regular session meeting on February 6 , 2025, voted to employ, and the Director hereby accepts the Board's Employment Contract with Dr. Jon Rysewyk, to be its "Director of Schools," pursuant to T.C.A. § 49-2-203(a)(14)(A), and

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. EMPLOYMENT

KCBOE elects and employs Dr. Jon Rysewyk as Director of Knox County Schools. Dr. Jon Rysewyk accepts such employment in accordance with the terms and conditions found herein and as provided in T.C.A. § 49-2-301. Director shall maintain and furnish to KCBOE evidence of valid and appropriate license to act as Director of Knox County Schools consistent with the laws of Tennessee (if required, not currently). Throughout the term of this Contract, the Director shall keep and maintain any and all necessary certification required by the State of Tennessee and/or the State Board of Education for directors of schools, and shall file any such certification with the Board Assistant and provide such certification upon request of the Board Chairperson.

2. TERM OF AGREEMENT

This Contract shall be deemed to have an effective date of July 1, 2025, and shall remain in full force and effect until June 30, 2029. Pursuant to Tennessee law, the KCBOE and the Director may only agree upon a maximum four-year (4) term contract upon such terms as the KCBOE deems in the best interest of the District. A term shorter than four (4) years may be extended upon agreement up to four (4) years. Should the Director continue with KCBOE and Knox County Schools beyond four (4) years, a separate (new) contract will be required at that point. Unless the Board sets an agenda and holds a meeting to discuss the Director's contract on or before the 180 days' notice required by Section 12.C. of the last effective year of this Contract, such failure to act shall serve as notice to the Director that the Board does not intend to renew the Contract.

3. DUTIES

The Director shall have those duties as provided in Tennessee state statute and KCBOE policies adopted pursuant to statute, as either may be amended from time to time. All such duties are hereby

incorporated in this contract by reference as if fully restated herein. Further, the Director shall perform all duties incident to the office of the Director and such other duties as may be prescribed by the Board from time to time.

4. COMPENSATION

The Director's base salary from commencement of employment through the term of this contract shall be Two Hundred Sixty-Six Thousand Dollars ($266,000) on an annual basis. The Board will pay the Director the above-mentioned compensation in monthly equal installments in accordance with policy. In addition to the salary stated herein, the Director shall receive the stipend paid by the State of Tennessee to Directors who complete annual training offered by the State of Tennessee or by other authorized agencies. The Board shall review the salary of the Director annually. The Board will award additional compensation up to Ten Thousand Dollars ($10,000) annually based on meeting specific performance objectives. Such objectives shall be jointly proposed by the Director and the Board Chair and must be approved by the entire Board before utilized. In no event shall the salary of the Director be reduced except as provided by law. After the first year of the Contract, the Director shall receive any percentage increases in salary that are paid to licensed staff members each fiscal year. These percentage increases will be based on the Director's current annual salary, minus travel and any additional compensation. If any further adjustment in salary is made at any time during the term of this Contract, all of the other provisions of the Contract, including its termination date, shall remain as stated herein.

5. BENEFITS

The Director shall continue to be eligible to participate, on the same terms and conditions as other officers and employees of the system, in all Health, Insurance, and Retirement Benefits, including, but not limited to, the salary schedule regarding accumulated sick days, established for the officers and employees of the Knox County school system through the County and/or the Tennessee Consolidated Retirement System (TCRS), if applicable.

6. VACATION AND ANNUAL LEAVE

The Director shall be eligible to receive the maximum leave benefits provided to Knox County School employees as set forth in the Knox County Schools Human Resources policies. The Director shall continue to accrue all vacation and annual leave days as he has heretofore accrued, up to the maximum amount permitted. The Director shall not lose accrued vacation, personal, or sick leave days which have previously accrued on account of his becoming Director of Schools for Knox County.

7. PERFORMANCE GOALS AND STANDARDS

No later than October 1 of each year during the term of this Contract, the Director shall develop an annual action plan consisting of a specific set of 10-15 measurable objectives based on the previous year's data, and the joint, multi-year strategic plan of the Knox County Board of Education and Director, to address the needs of the school system. The annual plan is to compliment and/or amend the strategic plan. By October 15 of each year, the Board shall review

the Director's proposal and shall adopt the annual plan for the school district that the Director will pursue with all diligence.

8. PERFORMANCE EVALUATION

A. Annually, and no later than the 30th day of June each calendar year during the term of this Contract, the Board shall evaluate the Director's performance. Pursuant to T.C.A. § 49-2-203(a)(13)(a), the Knox County Board of Education cannot terminate this contract, or enter into a new contract, during a period extending from forty-five (45) days prior to the general school board election until thirty (30) days following the election.

   i. In conducting this evaluation, the Board shall include: a review of the Director's progress toward annual objectives established pursuant to Section 7 above; the working relationships between the Director and the Board, the staff, the students and the community at large; and any other matter relative to the duties of the Director pursuant to Section 3 of this Contract.

   ii. Prior to this evaluation, the Director shall provide the Board with a written self-appraisal. The Board shall consider the Director's self-appraisal in conducting the review of the Director.

   iii. The Director's evaluation shall be a composite of the evaluations by individual Board Members. The Board shall meet to discuss the composite scores. The Board shall provide the Director with a written copy of its evaluation. The Director shall have the right to make a written response to the evaluation, which shall be attached to the Board's written evaluation.

B. The Board and the Director will endeavor to agree upon an evaluation format no later than October 1 of the current evaluation year. In the event that the Board and the Director cannot agree, the Board shall develop the format and shall forward the evaluation documents to the Director.

C. The Board shall utilize the performance evaluation protocol referenced in the Tennessee Department of Education Regulation 0520-02-01 "Evaluations," and Board Policy C-125 "Evaluation of the Director of Schools," and shall be reasonably related to the Director's duties and objectives for the year in question.

9. DUTIES ARE FULL TIME

The duties and responsibilities of the Director require full-time employment and frequently require that the Director attend to his duties during evenings, weekends, and holidays, and may, from time to time, require travel in and out of Knox County. The office of the Director is a full-time, twelve (12) month position. Days upon which the Director shall not be required to be in attendance at work include the regular school system holidays provided for in statute and any day for which the Knox County school system and the system's central office are closed in accordance with the

school calendar and/or policies established by the Board (e.g., inclement weather, dangerous conditions, safety concerns, etc.).

The Director shall not accept any outside employment during the term of this Contract or any extension thereof. The Director may participate as a member of consultative bodies; boards of community or charitable or similar organizations; or professional organizations, so long as such positions are minimally compensated or uncompensated. The Board may also grant the Director permission to engage in other work or duties with community, educational, or professional organizations, so long as such work is consistent with and does not interfere with his duties as the Director of Schools. The Director shall apply for such participation, and such participation and permission being granted by the Board, amendment to this Contract is not necessary on such issue. Approval shall be treated as Executive Committee action to be ratified by the Board. The Board may set such terms and conditions upon such other work or duties, including but not limited to, limitations of time which may be devoted to the same, and requiring that the Director perform such work or duties outside of normal work hours, as it sees fit.

10. EXPENSE REIMBURSEMENT AND PERSONAL TRANSPORTATION

A. The Director shall receive a travel allowance of One Thousand Dollars ($1,000) per month which shall represent local mileage as the Director shall be using his own motor vehicle for travel. The Board may approve an adjustment in the allowance based upon the amount of the Director's travel and/or inflation or other economic conditions. If any adjustment in said allowance is made during the term of this Contract, all of the other provisions of the Contract, including its termination date, shall remain as stated herein.

B. In addition, the Director shall be reimbursed for all of the actual and necessary travel (including out-of-county, but NOT local mileage, as that expense is covered by the aforementioned allowance) and other expenses required in the performance of the official duties pursuant to KCBOE policies and practices, as the same may be amended from time to time. The Director shall submit applications for reimbursement upon the same forms and conditions as used by Knox County Schools. Further, at the Director's discretion, the Board will provide the Director for the use of a cell phone, usage plan, computer and other essential technology for use on Board/school-related business.

11. CRIMINAL BACKGROUND CHECK AND DRUG TEST

Pursuant to Policy G-212, the Knox County Board of Education complies with Tennessee state law in requiring background checks for Knox County Schools' employees. As such, prior to employment, and at least every five (5) years thereafter, any person applying for or holding a position as a teacher or any other position requiring proximity to school children anywhere in the Knox County Schools (KCS) must: Agree to the release of all investigative records to the Board/KCS for examination for the purpose of verifying the accuracy of criminal violation information; and Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI). Further, the Director agrees to comply with Policy G-210, Drug Free Workplace

12. TERMINATION OF AGREEMENT AND SEVERANCE TERMS

A. This Contract may be terminated by mutual agreement of the parties.

B. KCBOE may unilaterally terminate the Contract for cause, for conduct constituting a neglect of duty, insubordination, inefficiency, incompetence, or conduct unbecoming to a member of the teaching profession, as those causes are defined in T.C.A. § 49-5-501 and § 49-2-203. In an action for termination for cause, the Director shall have the right to written charges. Upon request by the Director, the Director shall have a fair hearing before the Board on the written charges. The Director shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses any sworn testimony relevant to the issue and to cross examine any witnesses against him. In the event of discharge for cause under this paragraph, the Director shall not be entitled to any compensation or benefits of employment beyond the effective date of termination.

C. The Director or the Board may unilaterally terminate this Contract with one hundred eighty (180) days' notice to the other party. In the event of such termination by the Director, he shall be entitled only to the salary and benefits accrued but unpaid as of the date of termination. In the event that the Director exercises this option, the Director may not take accrued leave as terminal leave within the one hundred eighty (180) days, except with the express permission of the Board. In the event that Board elects to terminate this Contract without cause, the Board shall pay to the Director all salary and benefits due to the Director from the date of termination until the expiration of this Contract. The payment provided for herein shall, at the option of the Board, be made in either monthly installments or in a lump sum payment. Upon payment as provided for herein, the Board shall have no further liability to the Director.

D. This Contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of the *Tennessee Code Annotated* as enacted or hereafter amended, orders the removal of the Director. If such removal is ordered, the Director shall be entitled to no further benefits or compensation, only those accrued but unpaid.

E. In the event the Director shall be unable to perform his obligations hereunder for ninety (90) days or longer due to mental or physical illness of incapacity, the Board has the option to terminate this Contract, and thereby the Director shall be released from all further obligation contained hereunder.

13. TENURE AND TRANSFER

The Director shall not be eligible to receive tenure as a teacher with the Board. As consideration for the waiver of tenure rights, the Board expressly waives any right it otherwise has under Tennessee law to transfer or reassign the Director to any other position with any other duties during the term of this Contract and any unauthorized extensions hereto.

14. PROFESSIONAL GROWTH

The Director shall attend the professional meetings and continuing education seminars which are directly related to the administration and/or improvement of the school system. Examples of appropriate meetings and seminars include, but are not limited to, those events sponsored by the Tennessee Organization of School Superintendents (TOSS), the Tennessee School Boards Association (TSBA), and the Consortium of State School Boards Associations (COSSBA). If a meeting or seminar is not directly related to the administration and/or improvement of the school system, the Director and the Board Chair shall meet and discuss potential approval. Approval shall be treated as Executive Committee action to be ratified by the Board. The actual and necessary expenses of said attendance not paid by the Tennessee Department of Education shall be paid by Knox County Schools in accordance with Board policies.

Further, the Board shall include in its annual budget an appropriation to pay membership dues to the Tennessee Organization of School Superintendents (TOSS), the American Association of School Administrators (AASA), and for two (2) local civic organizations. Upon presentation of documentation, the Board shall reimburse the Director for expenses associated with attending functions related to these memberships.

15. MEDICAL EXAMINATION

Upon the request of the Board, the Director hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of the Director shall be filed with the Chair of the Board. The cost of said medical examination shall be paid by the Board. In the event the Director shall be unable to perform his obligations as Director for ninety (90) days or longer due to mental or physical illness or incapacity, the Board, at its option, may terminate this Contract, and thereby, release the Director from all further obligations contained thereunder. (See Section 12.E.)

16. BOARD POLICIES TO REMAIN IN EFFECT

Except as modified or contradicted by this Contract, and subject to Tennessee state law, the Director shall remain subject to all Board Policies, Administrative Procedures, and/or Practices of the Knox County Schools, as promulgated by the Board of Education, the Administrative Procedures Manual, or the Knox County Schools Employee Handbook, in effect during the duration of this Contract, and as such policies, procedures, and/or practices may be amended from time to time.

17. NEPOTISM

The Director will not hire immediate family members in central office administrative roles and shall otherwise comply with Board Policy G-162 "Nepotism."

18. COMPLETE AGREEMENT

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Contract, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Contract. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as a result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract, or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Contract. Any and all amendments, modifications, additions or deletions, must be in wright and approved by the parties hereto. Neither party shall be bound by any oral representation concerning modification of this Contract.

The headings used throughout this Contract are for the convenience of the parties and are not intended to be used to interpret any terms or condition hereof. This Contract is personal to the parties, being a contract for personal services, and shall not be subject to assignment or transfer in any manner.

19. SUPERSEDES PRIOR AGREEMENTS

This Contract sets forth the terms of employment of the Director by the board during the stated term and supersedes any other contract that the Board may have previously negotiated with the Director.

20. GOVERNING LAW

This Contract is governed by Tennessee law. The parties agree that the exclusive jurisdiction and venue for any litigation with regard to this Contract or the Director's employment with KCBOE is the courts of the State of Tennessee, Chancery or Circuit, located in Knox County, Tennessee.

21. SAVINGS CLAUSE

The Board and the Director agree that, in the event any part or clause of this Contract is made invalid, unenforceable, or illegal under federal or state law or held to be invalid, unenforceable, or illegal by any court of competent jurisdiction, the remainder of this Contract shall not be affected by such ruling, finding, enactment, or holding. The remainder of this Contract shall continue in full force and effect with such part or clause stricken to the extent of its invalidity, unenforceability, or illegality.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

DIRECTOR OF SCHOOLS

_____

Dr. Jon Rysewyk, Superintendent

Date: _____

KNOX COUNTY

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-051

APPROVED AS TO LEGAL FORM AND CORRECTNESS

_____

Gary Dupler, Deputy Law Director

Date: 1/30/2025

RLA-16969 **R-25-2-202**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	TERRI COATNEY, 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 an Amendment to Contract No. 15-608 with Tyler Technologies, Inc. for the provision of a comprehensive Human Resources and Payroll Management Information System.
(Schools)

Attachments

Resolution
Contract
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN AMENDMENT TO CONTRACT NO. 15-608 WITH TYLER TECHNOLOGIES, INC. FOR THE PROVISION OF A COMPREHENSIVE HUMAN RESOURCES AND PAYROLL MANAGEMENT INFORMATION SYSTEM.

RESOLUTION: R-25-2-202

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, by means of Resolution R-15-11-219, the Knox County Commission approved a contract with Tyler Technologies, Inc., designated as Knox County Contract No. 15-608, for a comprehensive Human Resources and Payroll Management Information System for Knox County Schools (the "Contract"); and

WHEREAS, by means of Resolution R-22-11-201, the Knox County Commission approved an amendment to the Contract to update the contract term, fees, and user limits; and

WHEREAS, Knox County and Tyler Technologies, Inc. now desire to amend the Contract as further detailed in the attached Amendment to the Contract; and

WHEREAS, at its regularly scheduled meeting on February 6, 2025, the Knox County Board of Education approved the Amendment to the Contract with Tyler Technologies, Inc. for a comprehensive Human Resources and Payroll Management Information System.

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

The Amendment to the Contract with Tyler Technologies, Inc. for the provision of a comprehensive Human Resources and Payroll Management Information System is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Amendment to the Contract with Tyler Technologies, Inc. for the provision of a comprehensive Human Resources and Payroll Management Information System shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Knox County School District, with offices at 912 S. Gay Street, Suite L400, Knoxville Tennessee 37902-1832 ("Client").

WHEREAS, Tyler and the Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following service is hereby removed from the Agreement as of February 1, 2025:

   PACE 5 Training and Investment Assessment

2. As of such date, Client's right to access the above-listed service is terminated, as are Tyler's obligations to provide such service.

3. Additionally, Client's payment obligation for the above-listed service ends on the same date.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Knox County School District
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-023

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/22/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve Amendment to Contract with Tyler Technologies, Inc. for provision of comprehensive Human Resources and Payroll Management Information Systems (original contract approved by Board on November 4, 2015; amendment approved on April 5, 2017 and November 9, 2022)

Cost to Knox County Schools

No Cost to KCS

Description and Type of Funding Source

General Purpose Savings

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16970 **R-25-2-203**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	TERRI COATNEY, 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 an increase of $6,296.00 to the design contract with Sparkman & Associates Architects, Inc. to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy.
(Schools)

Attachments

Resolution
Memorandum
Fiscal Note

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN INCREASE OF $6,296.00 TO THE DESIGN CONTRACT WITH SPARKMAN & ASSOCIATES ARCHITECTS, INC. TO COVER ADDITIONAL SERVICES FOR RENOVATIONS TO LINCOLN PARK CENTER FOR THE NEWCOMER ACADEMY.

RESOLUTION: R-25-2-203

REQUESTED BY: SCHOOLS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, by means of Resolution R-22-5-209, the Knox County Commission approved a contract with Sparkman & Associates Architects, Inc. in the amount of $400,000.00 to provide professional design services for renovations to Lincoln Park Center for the Newcomer Academy (the "Contract"); and

WHEREAS, Sparkman & Associates Architects, Inc. submitted to Knox County Schools a request for an increase of $6,296.00 to the Contract to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy, as further detailed in the attached memorandum; and

WHEREAS, at its regularly scheduled meeting on February 6, 2025, the Knox County Board of Education approved an increase of $6,296.00 to the design contract with Sparkman & Associates Architects, Inc. to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy.

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

The request for an increase of $6,296.00 to the design contract with Sparkman & Associates Architects, Inc. to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the request for an increase of $6,296.00 to the design contract with Sparkman & Associates Architects, Inc. to cover additional services for renovations to Lincoln Park Center for the Newcomer Academy shall be executed subject to such amendment or action not affecting the substantive provisions of the document as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

MEMORANDUM

To: Ron McPherson, Chief Financial Officer
From: Douglas Shover, Director of Facilities and New Construction
Date: January 6, 2025

Subject: Lincoln Park Renovations (Newcomer Academy)
Increase in Design Contract Amount of **$6,296.00** (Hourly Not To Exceed)

Please see below for an excerpt from the Owner/Architect Agreement on the Lincoln Park Renovations project.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

The original date of Substantial Completion, per the Owner/Contractor Agreement, was August 4, 2024. As of today the Contractor, though very close, is still not substantially complete. Knox County Schools is now contractually obligated to compensate the Architect on an hourly basis until Substantial Completion is achieved. Please see the attached request for Additional Services from the Architect. I believe their request is reasonable and would also point out that, to their credit, the Architect has only requested Additional Services up until December 31, 2024. Contractually, they could have requested time for early January 2025 as well.

We are requesting an increase in the design contract amount for Sparkman & Associates Architects, Inc. to cover the scope of services over and above the original Agreement. Per internal KCS discussions in September 2024, the Finance Department and Federal Programs were working to identify potential surplus ESSER funds on the various ESSER-funded projects. In the interest of being good stewards of federal funds, any funds which appeared to be surplus were then reallocated to other ESSER-funded programs. The understanding was that if any project fell short of required funding due to a reallocation of funds, the shortfall would be covered out of the General Purpose budget.

Please route the appliable request and all supporting paperwork for inclusion on the School Board's February agenda. Please let me know if you have any questions or if you need any additional information. Thanks for all you do.

SPARKMAN & ASSOCIATES
ARCHITECTS INC

2908 Sevier Avenue
Knoxville, TN 37920

(865) 584-9885
sparkmanarchitect.com

January 3, 2025

Douglas Shover, Director
Facilities and Construction Department
505 Summer Place
UTT 2nd Floor, Room 281H
Knoxville, TN 37902

Subject: Request for Additional Services Compensation – Continued Construction Phase Services
Project: Lincoln Park Renovations
Project #: 2140-22

Doug,

Per section 4.2.4 of our Owner/Architect Agreement, we request additional services compensation for the subject project for continued Construction Phase services beyond the initial contractual substantial completion date of August 4, 2024 through December 31, 2024, which is an additional 148 days. A spreadsheet of our time allocated to the project between August 5, 2024 and December 31, 2024 is attached for reference.

Our fee request is as follows:

Personnel	Direct Personnel Expense Rate	Multiplier	Hours	Totals
Bradford Raines	$45.98/hr	0	126	$5,793.48
Susanne Tarovella	$50/hr	0	10	$500
				$6,296

Please contact me with any questions or concerns.

Thank you,

Susanne Tarovella

Susanne Tarovella, AIA, NCARB, LEED AP
President / Principal Architect, Sparkman & Associates Architects, Inc

Cc: Douglas Shover KCS
Adam Finck KCS
Bradford Raines SAA

Sparkman & Associates Architects Inc

Time cost by employee or vendor for Knox County Schools's 2140-22 Renovations to Lincoln Park Center

Date Range: August 5, 2024 - December 31, 2024

	Employee	Activity Date	Memo/Description	Duration	Cost Rate	Cost
Bradford A. Raines						
	Bradford A. Raines	08/05/2024	CA	2.5	45.98	114.95
	Bradford A. Raines	08/06/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	08/07/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	08/08/2024	CA	7.25	45.98	333.36
	Bradford A. Raines	08/09/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	08/12/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	08/13/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	08/14/2024	CA	4.25	45.98	195.42
	Bradford A. Raines	08/15/2024	CA	4.5	45.98	206.91
	Bradford A. Raines	08/18/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	08/19/2024	CA	2.5	45.98	114.95
	Bradford A. Raines	08/22/2024	CA	2.5	45.98	114.95
	Bradford A. Raines	08/23/2024	CA	2.75	45.98	126.45
	Bradford A. Raines	08/24/2024	CA	1.25	45.98	57.48
	Bradford A. Raines	08/26/2024	CA	0.25	45.98	11.50
	Bradford A. Raines	08/27/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	08/28/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	08/29/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	09/03/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	09/04/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	09/05/2024	CA	7	45.98	321.86
	Bradford A. Raines	09/06/2024	CA	2.75	45.98	126.45
	Bradford A. Raines	09/07/2024	CA	0.25	45.98	11.50
	Bradford A. Raines	09/10/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	09/11/2024	CA	1	45.98	45.98
	Bradford A. Raines	09/13/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	09/16/2024	CA	1	45.98	45.98
	Bradford A. Raines	09/19/2024	CA	4	45.98	183.92
	Bradford A. Raines	09/20/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	09/23/2024	CA	1.25	45.98	57.48
	Bradford A. Raines	09/25/2024	CA	1	45.98	45.98
	Bradford A. Raines	10/01/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	10/03/2024	CA	1.75	45.98	80.47
	Bradford A. Raines	10/04/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	10/08/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	10/15/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	10/17/2024	CA	3	45.98	137.94
	Bradford A. Raines	10/21/2024	CA	1.25	45.98	57.48
	Bradford A. Raines	10/22/2024	CA	0.25	45.98	11.50
	Bradford A. Raines	10/28/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	10/29/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	10/30/2024	CA	1	45.98	45.98
	Bradford A. Raines	10/31/2024	CA	4	45.98	183.92
	Bradford A. Raines	11/04/2024	CA	3	45.98	137.94

	Bradford A. Raines	11/05/2024	CA	4.5	45.98	206.91
	Bradford A. Raines	11/06/2024	CA	1	45.98	45.98
	Bradford A. Raines	11/07/2024	CA	8	45.98	367.84
	Bradford A. Raines	11/08/2024	CA	3	45.98	137.94
	Bradford A. Raines	11/12/2024	CA	2.75	45.98	126.45
	Bradford A. Raines	11/15/2024	CA	0.25	45.98	11.50
	Bradford A. Raines	11/18/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	11/19/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	11/25/2024	CA	1.5	45.98	68.97
	Bradford A. Raines	11/26/2024	CA	4	45.98	183.92
	Bradford A. Raines	11/29/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	12/02/2024	CA	0.75	45.98	34.49
	Bradford A. Raines	12/03/2024	CA	1	45.98	45.98
	Bradford A. Raines	12/04/2024	CA	5.5	45.98	252.89
	Bradford A. Raines	12/05/2024	CA	3	45.98	137.94
	Bradford A. Raines	12/06/2024	CA	2.5	45.98	114.95
	Bradford A. Raines	12/09/2024	CA	1.75	45.98	80.47
	Bradford A. Raines	12/10/2024	CA	1	45.98	45.98
	Bradford A. Raines	12/11/2024	CA	1	45.98	45.98
	Bradford A. Raines	12/12/2024	CA	4	45.98	183.92
	Bradford A. Raines	12/13/2024	CA	1	45.98	45.98
	Bradford A. Raines	12/16/2024	CA	0.5	45.98	22.99
	Bradford A. Raines	12/19/2024	CA	1	45.98	45.98
Total for Bradford A. Raines				**126**		**$ 5,793.48**
Susanne Tarovella						
	Susanne Tarovella	09/05/2024	CA	1.5	50.00	75.00
	Susanne Tarovella	10/31/2024	CA	1.5	50.00	75.00
	Susanne Tarovella	11/07/2024	CA	1.5	50.00	75.00
	Susanne Tarovella	11/14/2024	CA	1	50.00	50.00
	Susanne Tarovella	11/21/2024	CA	2.5	50.00	125.00
	Susanne Tarovella	12/04/2024	CA	1	50.00	50.00
	Susanne Tarovella	12/05/2024	CA	0.5	50.00	25.00
	Susanne Tarovella	12/19/2024	CA	0.5	50.00	25.00
Total for Susanne Tarovella				**10**		**$ 500.00**

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 24-035

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/29/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Increase in the design contract for Sparkman & Associates Architects, Inc. in the amount of $6,296 to cover additional services, for the Lincoln Park Renovations (Newcomer Academy) project.

Cost to Knox County Schools

$6,296

Description and Type of Funding Source

General Purpose Funds

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

RLA-16971 **R-25-2-204**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	TERRI COATNEY, 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, authorizing the acceptance of grant funds and donations for the Knox County Schools as shown on the attached list and in the total amount of $776,715.00.
(Schools)

Attachments

Resolution

Grant/Donation Listing

1-Dollar General Literacy Foundation Grant

2-Keep Knoxville Beautiful Grant-Cedar Bluff Middle

3-Keep Knoxville Beautiful Grant-Powell Middle

4-Farragut High Softball Booster Donation

5-West High Athletic Council Donation

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS AND DONATIONS FOR THE KNOX COUNTY SCHOOLS AS SHOWN ON THE ATTACHED LIST AND IN THE TOTAL AMOUNT OF $776,715.00.

RESOLUTION: **R-25-2-204**

REQUESTED BY: **SCHOOLS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Board of Education has deemed it in the best interest of the Knox County Schools to apply for and receive public and private grants for the benefit of the Knox County Schools; and

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

WHEREAS, the attached list itemizes the (1) grantor/donor; (2) the amount of the grant or donation; (3) the school to which the grant or donation applies; and (4) the purpose of each grant or donation; and

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

WHEREAS, at its regularly scheduled meeting on February 6, 2025, the Knox County Board of Education individually approved the grants and donations listed on the attached document.

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

The Knox County Commission hereby authorizes the acceptance of grant funds and donations for the Knox County Schools as specifically shown on the list of grants and donations attached hereto and incorporated herein by reference and in the total amount of $776,715.00. A copy of the grant or donation notification letter and/or other information provided with each grant or donation is also attached hereto.

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

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SCHOOLS
Grant and Donation Listing
February 2025

No.	Grantor/Donor	School/Program/ Dept Benefitted	Designation	Matching Funds	Personnel Funded	Amount
1	Dollar General Literacy Foundation	Belle Morris Elementary School	Literacy Program	N/A	N/A	$3,000.00
2	Keep Knoxville Beautiful Community Beautification Grant	Cedar Bluff Middle School	Outdoor Classroom/Garden Project	N/A	N/A	$1,250.00
3	Keep Knoxville Beautiful Community Beautification Grant	Powell Middle School	Retain Bed/Planting Trees	N/A	N/A	$2,000.00
4	Farragut High School Softball Booster Club	Farragut High School	Softball Metal Storage Building	N/A	N/A	$15,965.00
5	West High School Athletic Council	West High School	Football Fieldhouse Expansion	N/A	N/A	$754,500.00
			TOTAL AMOUNT			**$776,715.00**

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Approve receipt of Dollar General Grant for Belle Morris School in the amount of $3,000 for purchase of Benchmark Advance materials with total cost to be supplemented with Title I funds.

Cost to Knox County Schools

Description and Type of Funding Source

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

Outlook

Dollar General Literacy Foundation - Grant Update

From Dollar General <noreply@grants.dgliteracy.org>
Date Thu 8/22/2024 10:30 AM
To SARAH KOSAK <sarah.kosak@knoxschools.org>

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Dear Sarah,

Congratulations! We are pleased to inform you that your organization has been selected to receive the following grant from the Dollar General Literacy Foundation:
Organization: Belle Morris Elementary
Proposal Type: Youth Literacy
Project Title: Phonics Skills Bags- supporting data-driven small group phonics instruction
Request ID: YL-1537-04/2024
Grant award: $3,000.00

Your grant letter, check and a grant procedures document will be sent to the following address and the check will be made out as listed:
Belle Morris Elementary

2308 Washington Pike
Knoxville, Tennessee 37917

If this address is not correct, or the check needs to be made out differently, please contact Victoria Morrison (vmorriso@dollargeneral.com) by August 28.

A list of this year's grant award winners has been posted on our website, www.dgliteracy.org.

We are proud to support your efforts to promote literacy and wish you every success in the coming year.

Sincerely,

Dollar General Literacy Foundation

Phonics Skills Bags- supporting data-driven small group phonics instruction

Belle Morris Elementary

Youth Literacy Application

Overview

Mission Statement
Knox County School's mission is to support every student in becoming a proficient reader before third grade, regardless of cultural background, socioeconomic status, native language, or learning challenges. We do this by providing instruction anchored in the science of reading and providing interventions and support for students who are struggling or are classified as gifted. We provide explicit, systematic foundational literacy instruction and use assessment data to inform next steps.

Requested Cash Amount
$ 4,000

Number of individuals to be served by funding from this Youth Literacy application
276

Projected Ethnicity Served

Projected Ethnicity Served

- African American
- Asian/Pacific Islander
- Caucasian
- Hispanic
- Native American

Number - African American
98

Number - Asian/Pacific Islander
2

Number - Caucasian
76

Number - Hispanic
99

Number - Native American
1

Total
276.00

Program Target Audience

- Below Grade Level Readers

- English Language Learners
- New Readers
- Readers with Learning Disabilities

Grade Levels Served

- Kindergarten
- 1st Grade
- 2nd Grade
- 3rd Grade

Has your organization received previous funding from the Dollar General Literacy Foundation?

- No

Community Summary

Geographic Classification

Urban/Metro

Education Attainment
16.00 %

Poverty Rate
20.70 %

Unemployment Rate
2.60 %

Language Other Than English
48.80 %

If you are a school, what is the free/reduced lunch rate?
43.20 %

School District
Knox County

Project Design and Evaluation

Statement of Impact
- The project will serve approximately 276 students.
- It will provide assessments and materials for explicit, systematic foundational literacy instruction during small group instruction. The grant will fund a 4th kit, so ALL K-2 teachers will have these materials in classes.
-Expected outcomes are an increase of 10% of students in K-3 achieving the 50th percentile or above as measured by the composite scores on the AIMSWeb reading screener, comparing the spring 2024 data to the spring 2025 data

Project Design
The Phonics Skills Bags will provide decodable text and teacher guides for explicit, systematic instruction. Teachers will use the diagnostic assessments to determine specific gaps in students' reading foundational skills. Training will be provided to teachers at the beginning of the year on how to administer and interpret this data. Data will be used to inform placement along a continuum of foundational literacy skills to target specific student needs. The phonics skills bags are aligned to our tier 1 phonics scope and sequence and can be used to provide differentiated tier 2 support as well, meaning targeted support in a student's academic skill gaps to fill those gaps and support the student in developing reading proficiency. The materials give students ample practice opportunities using multisensory components and practice opportunities both at the word level and within decodable text. Frequently applying new learning in text allows students

Draft

to practice reading to develop fluency and comprehension. The progress monitoring tools used in the program as well as the diagnostic assessment three times a year will provide both the teacher and the student with feedback on students' progress toward mastery of grade-level foundational skills, allowing teachers to use the data to inform next steps for instruction to address specific learning needs. This will lead to a higher number of students reaching reading proficiency by the end of third grade.

Timeline

August- Teachers will be trained on the Quick Phonics Assessment (QPA) which comes with the kit and will administer the assessment to all K-3 students during the first two weeks of school.

If the grant is awarded in August, the entire $4,000 will be used, along with additional Title 1 funds, to purchase 1 phonics skills bag set. Materials take approximately six weeks to arrive from Benchmark Advance.

- September- teachers will engage in professional learning opportunities to collaboratively interpret assessment data
- October - December- Support teachers with small group placement using progress monitoring data from the curriculum
- Professional learning will focus on small group routines grounded in the science of reading research which is evidence-based. The use of data and evidence-based small group routines will provide targeted support for student needs.
- December-January- Administer and interpret mid-year data- Quick Phonics Assessment and AIMSweb reading screener
- January-March- Continue professional learning for evidence-based small group instruction that targets needs seen in the data
- March- Administer and interpret QPA again
- March-May- Adjust instruction to solidify students' grade-level foundational skill proficiency by the end of the year
- May- Administer the Aimsweb reading screener to gather end-of-the-year data on students' early literacy (K-1) and reading (2-3) composite scores.

Weekly Instructional Hours Per Individual Served

6 Hours

Delivery of Instruction

- Small group

Assessment Methods

We will use the diagnostic assessment called the "Quick Phonics Assessment"(QPA) found in this program to determine learning gaps along the K-2 continuum of foundational literacy skills.

The QPA will be given three times a year. The AIMSweb reading screener will be administered three times a year. Ongoing progress monitoring will occur weekly using progress monitoring tools for each specific skill to determine progression toward mastery.

Timeline:

August: Beginning of the year QPA, AIMsweb screener

Sept-December- ongoing progress monitoring

December: Mid-year QPA,

January: Mid-year AIMsweb reading screener

Jan- March: ongoing progress monitoring

March: Administer and interpret QPA to use for final push in informing instructional decisions to work towards all students meeting grade level proficiency

March-May: ongoing progress monitoring

May: End of the year AIMSweb reading screener

Available Technology

No technology will need to be used with this program.

Are you requesting technology with this grant application?

No

Budget Information

Budget Allocations Youth Literacy

Instructional Materials
$ 4,000.00

Total Budget Allocation
$ 4,000.00

DGLF Budget Narrative
We will use the entire amount of funds to an additional Benchmark Advance Phonics Skills Bag set. The set costs $5,450. The additional funding needed after the $4,000 grant will be provided with the school's Title 1 funds.

This kit can be found at the link below, priced with the digital component. However, we will not purchase the digital license which will save us money. Our Benchmark rep has quoted us a cost of $5,450 dollars for the kit plus shipping.

https://www.benchmarkeducation.com/all-series/startup-buildup-spiralup-phonics.html

A detailed overview of the materials in the Phonics Skills Bag sets (Start Up, Build Up, Spiral Up) can be found by copying and pasting the URL in your web browser.
https://onlinepublications.s3.us-east-2.amazonaws.com/Brochures/B9423_BRCH_PSB2_Brochure/index.html#page=1

Are you applying on behalf of:

- School

Approval of Board Chair, Executive Officer, or Principal

Name of Board Chair, Executive Officer, or Principal
David Guyer

Title of Approving Officer

Principal

Board Members

First Name	Last Name	Affiliation
N/A		

Submission Approval

- I Agree

I understand that all mailed correspondence, including payment of an awarded grant proposal, will be sent to the organization's address provided in the Organization Information section of this application.

- I Agree

I understand if this proposal is selected for funding and the grant check is not cashed within ninety days of receipt of funding, the check will be null and void and the grant will be forfeited.

- I Agree

I understand that if selected, my organization will be required to complete a report detailing program outcomes and budget information.

- I Agree

Diversity, Equity & Inclusion Policy

- I Agree

USA Patriot Act Counter-terrorism Compliance

AGENCY/ORGANIZATION NAME:
Knox County Schools Belle Morris Elementary

Check the appropriate box to indicate your compliance with each of the following:

Patriot Act

- Agree

I certify on behalf of the organization listed above that the foregoing is true.

- I Agree

From:	SARAH KOSAK
To:	CHERYL MARTIN
Cc:	JUDY PICKERING; HEATHER HENDERLIGHT; DAVID GUYER; YULENA PULIDO
Subject:	Re: Dollar General Grant
Date:	Friday, December 20, 2024 11:44:46 AM
Attachments:	Outlook-qvdfwbhd.png Outlook-dnv2eooy.png

Hi Cheryl,

Since receiving your email, I have reached out to Heather and the Benchmark representative. Heather is submitting my grant award for board approval. I am waiting for an updated quote from the Benchmark Advance representative, Angie Templeton. I will forward the quote to everyone as soon as I receive it. The explanation of the division of funds is below;

Belle Morris plans to use the Dollar General grant money ($3000) to purchase a Start Up Build Up Spiral Up Kit from Benchmark and then pay the remaining balance of 2, 722.50 with Title 1 funds.

We appreciate everyone's part in helping us make this happen for the students at Belle Morris.

Thank you for your patience and your guidance. I hope you have a Merry Christmas.

Sincerely,

Sarah

Sarah Kosak, BS, NBCT
District Elementary ELA Facilitator
K-5 ELA/Reading Canvas Course link here
@KCSliteracy

KCS
KNOX COUNTY SCHOOLS

KCS REGION FIVE

From: CHERYL MARTIN <cheryl.martin@knoxschools.org>
Sent: Thursday, December 19, 2024 3:33 PM
To: SARAH KOSAK <sarah.kosak@knoxschools.org>
Cc: JUDY PICKERING <judy.pickering@knoxschools.org>
Subject: Dollar General Grant

Hi Sarah,

Happy Holidays! I'm working with Judy on the order for Belle Morris for Benchmark materials that is split funded between the Dollar General grant and Title I-A funds. Has the grant for Dollar General been on the board agenda and approved for receipt of funds for Belle Morris. If so, could you send me the BOE approval form for that so that we can provide that to county?

In order to have a change order processed on the PO that's been issued for those materials, we need the BOE approval for county.

Thanks!
Cheryl

From: DAVID GUYER
To: HEATHER HENDERLIGHT
Cc: SARAH KOSAK
Subject: explanation of funds
Date: Tuesday, January 7, 2025 8:00:27 AM
Attachments: Outlook-yledpipv.png

Good morning Heather,
I hope you are doing well.
Sarah secured a Dollar General grant that we would like to use to purchase additional materials for our intervention program. We are often scrambling to make copies with our current inventory. The paper waste and time inefficiency are things that can be relieved when we secure additional materials. The Dollar General grant does not cover the full cost of the kits we plan to purchase. We plan to cover the remaining cost with Title 1 funds. This cost has been included in our Title 1 budget. Please let me know if you need any additional information.
Thank you for your help!
Sincerely,



BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 69324

Contact representative
Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

Customer:
Accounts Payable
Knox County Schools
P.O. Box 2188
Knoxville TN 37901
United States

Ship To:
Attention: David Guyer, Principal
Belle Morris Elementary School
2308 Washington Avenue
Knoxville TN 37917

Product Code	Title	Price Level	Unit Price	Qty	Total Price
Y58797	StartBuildSpiralUP Phonics Set	Current	$7,060.00	1	$7,060.00
Price Adjustment	* Price adjustment to contract price				($1,610.00)

Subtotal	Sales Tax	Shipping Cost	Total
$5,450.00	$0.00	$272.50	$5,722.50 USD

Memo
Contract #2868. * Shipping and Handling reduced from 10% to 5%

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.
* Any changes, including cancellations to the originally agreed upon PD trainings, must be made at least 10 business days prior to the delivery of the PD trainings. Customized PD changes must be submitted at least 15 business days prior to agreed delivery date and must go through the customized request process. Benchmark Education will do its best to accommodate the requested changes; however, it reserves the right to render services according to the initial agreement. Please note that any changes requested may incur an additional charge or reduction of number of PD training days rendered. Please note that no changes can be requested on site and all requests must go through the Company approval process.

BENCHMARK
EDUCATION
COMPANY
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 69324

Contact representative
Angie Templeton
Email: atempleton@benchmarkeducation.com
Office Phone:
Phone: 615-679-8020

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION

- Billing Contact Name _____
- Billing Contact Email _____
- Billing Contact Phone _____

PLEASE INCLUDE THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary _____
- Onboarding Tech Contact Name _____
- Onboarding Tech Contact E-Mail _____
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (Please visit this site: https://help.benchmarkuniverse.com/bubateacher/Content/Customer%20Support/Privacy%20Policy.htm?Highlight=privacy).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-032

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/29/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Keep Knoxville Beautiful Community Beautification grants for Powell Middle School and Cedar Bluff Middle School in the amount of $3,250.00 for outdoor classroom improvements. Cedar Bluff Middle School will spend $1,250 of school funds and Powell Middle School will spend $2,000 in school funds up front and Keep Knoxville Beautiful will reimburse each school at the end of the project by June 30, 2025.

Cost to Knox County Schools

Description and Type of Funding Source

Keep Knoxville Beautiful

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

November 15, 2024

Dear Dave Gorman and Desiree Jones,

It is my pleasure to award you a Keep Knoxville Beautiful Community Beautification Grant in the amount of $1,250 for the Outdoor Classroom at CBMS!

Award money will be dispersed upon completion of your project and submission of the grant report attached. The grant report and Implementation of the beautification project should be completed by June 30, 2025.

Information regarding the Keep Knoxville Beautiful Community Beautification Grant timeline, reimbursements, and grant reporting is included in this letter.

We look forward to working with you this year. Congratulations!

Sincerely,

Lizzie Gaver
Executive Director

Desirée Jones, Executive Principal
Caleb Horner, 8th Grade AP
Erin Brown, 7th Grade AP
Sarah Lyle, 6th Grade AP

Cedar Bluff Middle School

707 N. Cedar Bluff Road
Knoxville, Tennessee 37923
(865) 539-7891

October 17, 2024

To Whom it may concern:

Cedar Bluff Middle School 7th Grade Science Teacher, Dave Gorman, is submitting to you a Knox County Community Beautification Grant application. To provide a space for CBMS students to grow plants and vegetables as well as pollinator-attracting flowers and plants on our campus. I would like to express my support of his application.

Mr. Gorman's goal of this application pertains to the co-taught Social Skills class that brings together students with special needs and general education students to learn how to grow plants and vegetables as well as pollinator-attracting flowers and plants on our campus.

This gardening endeavor will not only beautify our campus, but provide vital skills for students.

This project aligns itself with Keep Knoxville Beautiful's mission through the empowerment of students to learn how to plant, grow, and sustain outside spaces that can provide enjoyment as well as sustenance for others.

Thank you for your consideration of this project for funding.

Sincerely,

Desiree Jones, Executive Principal
Cedar Bluff Middle School
(865)539-7891

Budget information for the Grant Application from Cedar Bluff Middle School for improvements to our Outdoor Classroom

Dave Gorman, 7th Grade Science teacher

Project Objective: To provide a space for CBMS students to grow plants and vegetables as well as pollinator-attracting flowers and plants on our campus.

Project Description: Our Outdoor Classroom provides ample space for students to grow a variety of plants, flowers, vegetables, and trees to help improve animal and insect habitat and produce edible vegetables. The funding for this project will increase our ability to have a wider variety of things to plant and grow. We can purchase more tools, seeds, good soil, and gloves so students can work with proper equipment, which will increase our yield.

Project's Budget: $1247.15

4 Woodgrain Outdoor Steel Raised Garden Bed @ $160.00 ea = $640.00;
Tiller rental 2 days @ $45.00/day = $90.00;
Lightweight aeration compost bin $78.00;
Urban Worm vermiculture bin @$138.00;
10 Nature's Way Cedar bluebird boxes @$24.14 - $241.40;
30-gallon pond liner @ $60.05.

Keep Knoxville Beautiful

Community Beautification Grant Guide

Timeline:

September 13, 2024: KKB Community Beautification Grant Opens

October 18, 2024: KKB Community Beautification Grant Deadline

October 18-November 14, 2024: Grant review process. Winners notified on November 15, 2024

November/December 2024: Site Visits and Meetings

November 2024-May 2025: Project Implementation

June 30, 2025: Final Report Due. Grant Reports are accepted at any time after the project is completed. Grant reimbursements are made after reports are submitted. We encourage you to submit your reports as early as possible.

Reimbursements:

Checks will be dispersed upon completion of your beautification project and submission of the grant report. If this creates a financial burden for your organization, KKB will accept invoices for expenses over $200 throughout the span of the project. Please contact Lizzie Gaver at info@keepknoxvillebeautiful.org to make arrangements.

Reminders for Grant Reporting:

1. Keep records of all receipts and invoices. Submit copies for the final report.
2. Tag @KeepKnoxvilleBeautiful #DontThrowDownOnKTown #BeTheChangeSeeTheChange on Social Media posts.
3. Submit photos of the project in the final report.
4. Track number of volunteers and volunteer hours for your project

Questions? Contact Lizzie Gaver at info@keepknoxvillebeautiful.org or call 865-521-6957

Keep Knoxville Beautiful

Community Beautification Report Form

- Submit this form by June 30, 2025. The earlier the better!
- Grantees will be reimbursed within 2 weeks of successful completion of this report.
- Tag @KeepKnoxvilleBeautiful #DontThrowDownOnKTown #BeTheChangeSeeTheChange on social media posts.
- Submit 5-10 photos to info@keepknoxvillebeautiful.org with this grant report.

Name of project: Date:

Organization's name: Contact name:

Contact email address: Phone number:

Secondary contact name:

Secondary contact email address: Phone number:

Location of project:

Number of volunteers: Number of hours worked per volunteer (average):

Number of paid staff: Number of hours worked by staff (average):

Amount spent on project: Amount expected to be reimbursed:

Give a description of results:

Supply a brief description that may be used by KKB to describe your event/project results on social media (140 characters or less):

Provide links to printed or digital advertising and stories or email copies:

Keep Knoxville Beautiful

Community Beautification Report Form

KKB acknowledges that not every organization is able to afford some of the expenses upfront. While our preferred method of payment is a reimbursement post-project upon receipt of this report, please contact Lizzie Gaver, info@keepknoxvillebeautiful.org for options such as invoicing KKB directly for major expenses over $200.

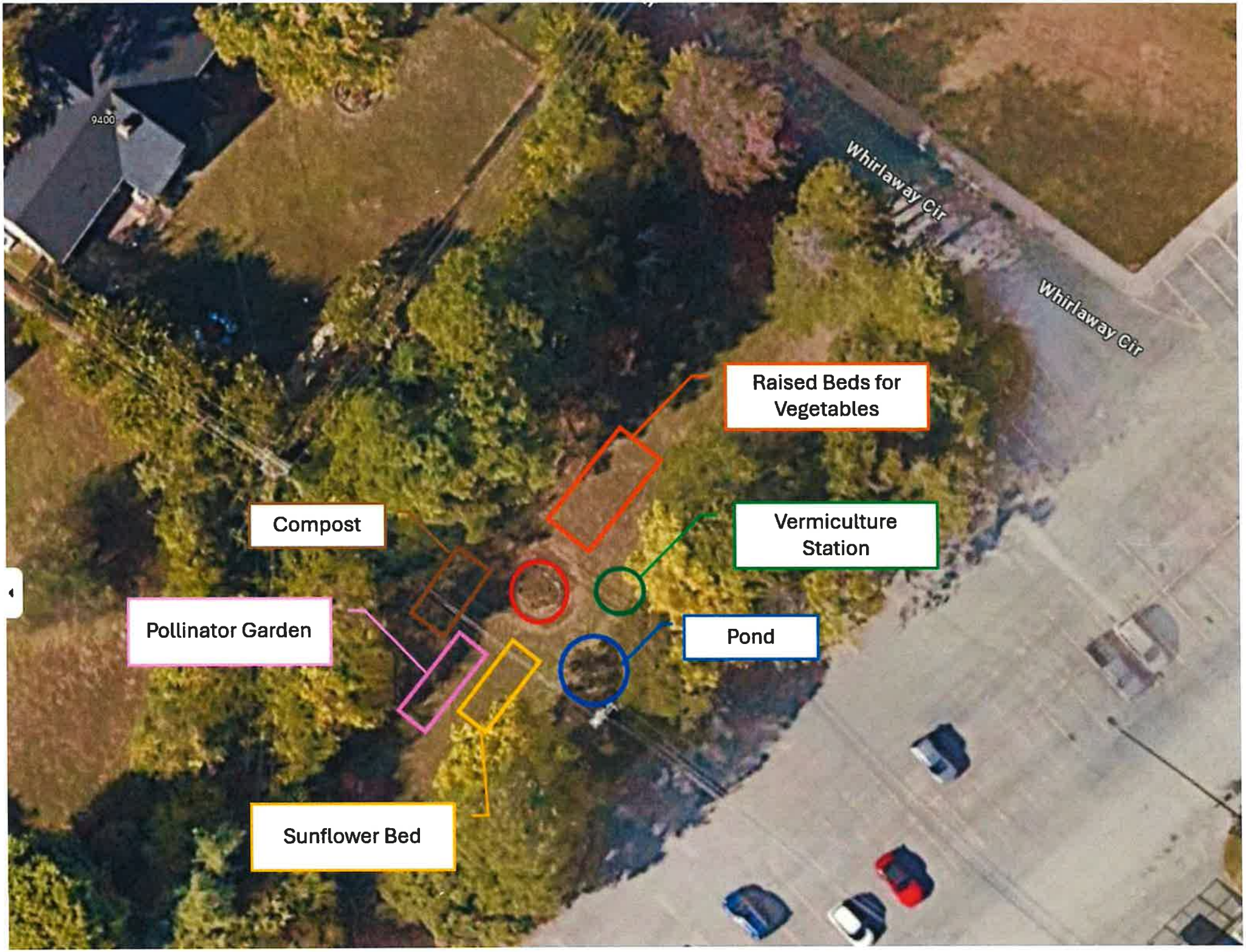
Item Description	Budgeted expense	Actual cost	(For KKB use, verified expense)
	Total:	Total:	

I was awarded a KKB community Beautification Grant in the amount of $ in the Fall of 2024, and request to be reimbursed for $. I certify that this document and these records are true and accurate.

Project Name:

Print Name:

Signed: Date:


9400
Whirlaway Cir
Whirlaway Cir
Raised Beds for Vegetables
Compost
Vermiculture Station
Pollinator Garden
Pond
Sunflower Bed

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction
FROM: Dave Gorman, CBMS
DATE: January 6, 2025

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

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

Site	Cedar Bluff Middle School
Requested By:	Dave Gorman, 7th Grade Science Teacher, CBMS
Approved By: (School Principal)	Desiree Jones
Phone	CBMS: 865-539-7891; Desiree Jones: 865-548-1436; Dave Gorman: 865-228-7280
Nature of the Project	Improvements to the Outdoor Classroom area at Cedar Bluff Middle School, including raised garden beds, a compost bin, a vermiculture station, bluebird boxes, and a 30-gallon pond liner
Cost of the Project	$1250
Funded By ■ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Keep Knoxville Beautiful
Cost to Knox County Schools	None

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-033

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/29/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Approve receipt of Keep Knoxville Beautiful Community Beautification grants for Powell Middle School and Cedar Bluff Middle School in the amount of $3,250.00 for outdoor classroom improvements. Cedar Bluff Middle School will spend $1,250 of school funds and Powell Middle School will spend $2,000 in school funds up front and Keep Knoxville Beautiful will reimburse each school at the end of the project by June 30, 2025.

Cost to Knox County Schools

Description and Type of Funding Source

Keep Knoxville Beautiful

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

November 15, 2024

Dear Patrick Davis and Bobbie Zitelli,

It is my pleasure to award you a Keep Knoxville Beautiful Community Beautification Grant in the amount of $2,000 for the Operation Retaining Bed/ Planting Trees/ Beautification of PMS!

Award money will be dispersed upon completion of your project and submission of the grant report attached. The grant report and Implementation of the beautification project should be completed by June 30, 2025.

Information regarding the Keep Knoxville Beautiful Community Beautification Grant timeline, reimbursements, and grant reporting is included in this letter.

We look forward to working with you this year. Congratulations!

Sincerely,

Lizzie Gaver
Executive Director

Letter of Support for Garden Retaining Beds/ Greenhouse Improvements:

Growing vegetables in retaining beds can offer numerous benefits to schools, both educationally and practically. By incorporating these gardens into the curriculum, students can engage in hands-on learning about biology, sustainability, and the food cycle. It fosters a sense of responsibility and teamwork as students work together to plant, maintain, and harvest the crops. Additionally, retaining beds, which utilize vertical or tiered gardening, make it easier to cultivate vegetables in smaller or urban spaces, improving the school's use of available land. This practice can also promote healthier eating habits by introducing students to fresh, home-grown produce, and it can enhance environmental awareness by teaching them about water conservation, soil health, and eco-friendly practices. Ultimately, vegetable gardens in retaining beds serve as a living classroom, providing valuable lessons in science, nutrition, and environmental stewardship.

Endorsed By:Glen Price (Assistant Principal of Powell Middle)

Budget:

16- 2x6x10= $215.84
Box of 3" screws= $44.00
Roof Cap for Greenhouse- $30.00
Delivery of Mushroom Compost- $250.00
Vermiculite-3 bags- $150.
Seeds-$100
Shelving in Greenhouse- $100.00
Gardening Soil- $150
Native Water Retaining Plants- $150.00
Flowers for spring time- $150
Soil Conditioners- $100
Load of River Stone= $200
Paint for Greenhouse=$150

New estimate of =$1,739.84 to $2000

Keep Knoxville Beautiful

Community Beautification Grant Guide

Timeline:

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October 18, 2024: KKB Community Beautification Grant Deadline

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November 2024-May 2025: Project Implementation

June 30, 2025: Final Report Due. Grant Reports are accepted at any time after the project is completed. Grant reimbursements are made after reports are submitted. We encourage you to submit your reports as early as possible.

Reimbursements:

Checks will be dispersed upon completion of your beautification project and submission of the grant report. If this creates a financial burden for your organization, KKB will accept invoices for expenses over $200 throughout the span of the project. Please contact Lizzie Gaver at info@keepknoxvillebeautiful.org to make arrangements.

Reminders for Grant Reporting:

1. Keep records of all receipts and invoices. Submit copies for the final report.
2. Tag @KeepKnoxvilleBeautiful #DontThrowDownOnKTown #BeTheChangeSeeTheChange on Social Media posts.
3. Submit photos of the project in the final report.
4. Track number of volunteers and volunteer hours for your project

Questions? Contact Lizzie Gaver at info@keepknoxvillebeautiful.org or call 865-521-6957

Keep Knoxville Beautiful

Community Beautification Report Form

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- Tag @KeepKnoxvilleBeautiful #DontThrowDownOnKTown #BeTheChangeSeeTheChange on social media posts.
- Submit 5-10 photos to info@keepknoxvillebeautiful.org with this grant report.

Name of project: Date:

Organization's name: Contact name:

Contact email address: Phone number:

Secondary contact name:

Secondary contact email address: Phone number:

Location of project:

Number of volunteers: Number of hours worked per volunteer (average):

Number of paid staff: Number of hours worked by staff (average):

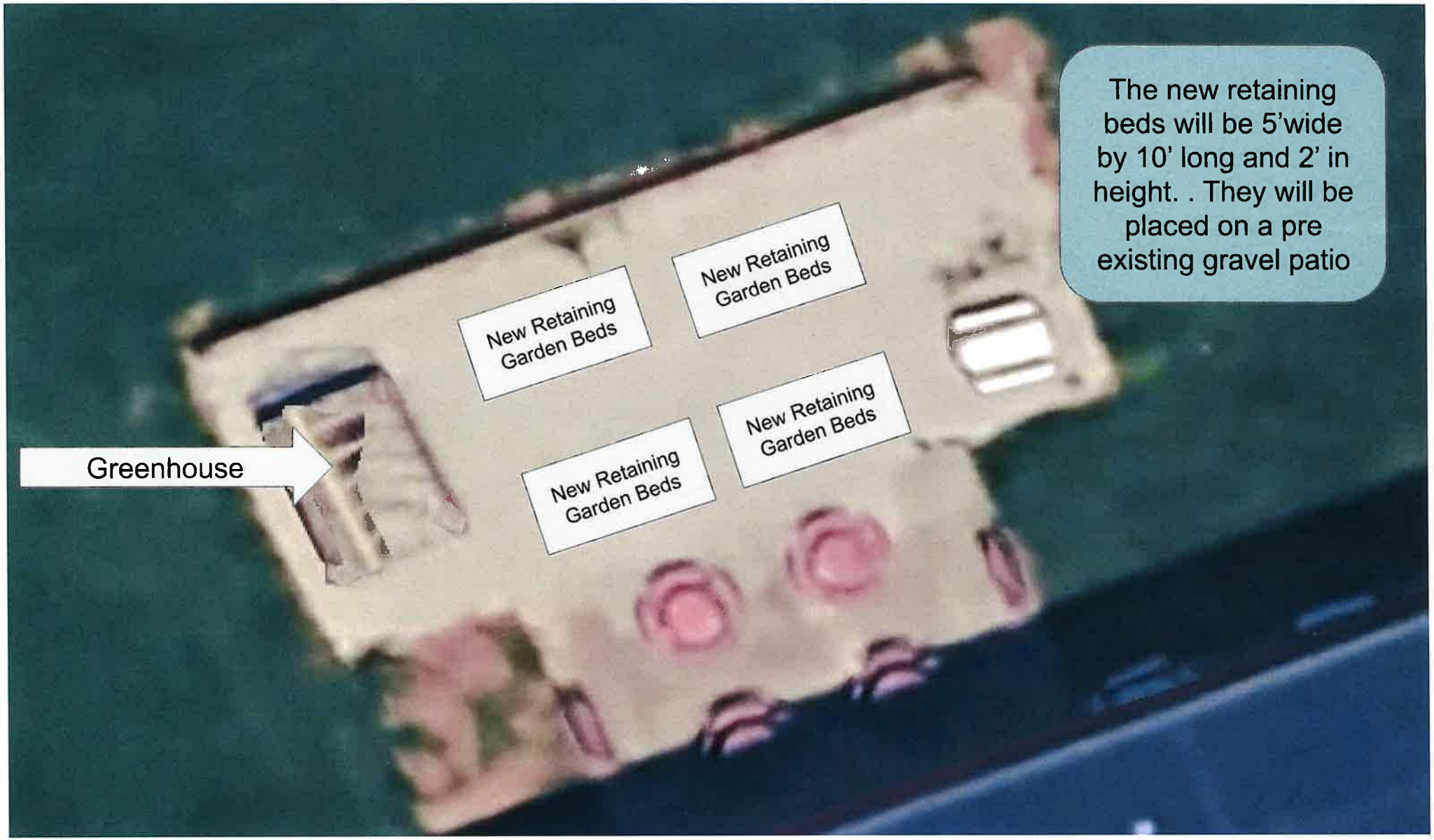
Amount spent on project: Amount expected to be reimbursed:

Give a description of results:

Supply a brief description that may be used by KKB to describe your event/project results on social media (140 characters or less):

Provide links to printed or digital advertising and stories or email copies:


Pre Existing Greenhouse
Pre-Existing Rain Garden
Shropshire Blvd
Google


New Retaining Garden Beds
New Retaining Garden Beds
New Retaining Garden Beds
New Retaining Garden Beds
Greenhouse
The new retaining beds will be 5'wide by 10' long and 2' in height. . They will be placed on a pre existing gravel patio



Size of Trees: We are looking at getting something like a Dogwood or Red Bud. At full maturity these trees will be around 20-25" tall and 1-2.5 ' in diameter at base)


EXISTING COMCAST FIBER PATH
DEMARK RELOCATION FIBER PATH
PROPOSED DIVERSE FIBER PATH
3329 W Emory Rd

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Patrick Davis

DATE: 1/7/25

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

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

Site	Powell Middle School
Requested By:	Patrick Davis
Approved By: (School Principal)	Denise Watts
Phone	865-938-9008
Nature of the Project	Improvemnt of rain garden, construction of gardening beds, improvement of greenhouse, planting of trees and other plants
Cost of the Project	2,000
Funded By ■ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	
Cost to Knox County Schools	$0

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-033(6)

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/29/2025

KNOX COUNTY BOARD OF EDUCATION
Agenda Item Fiscal Note

Description

Softball storage building

Cost to Knox County Schools

0

Description and Type of Funding Source

Softball account

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School Farragut HS Date 1.14.25

2) Item(s) to be Purchased (Note 1)
1) concrete slab
2) metal storage building
3)
4)
Attach additional page(s) as necessary

3) Purchase Amount (Note 2) $ 15,965.00

4) Vendor Jalyn Homes, Metal Carport Depot

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

Source 1	FHS SB School Funds	Account Number	612.6116	Amount $	15,965.00
Source 2		Account Number		Amount $	
Source 3		Account Number		Amount $	
Source 4		Account Number		Amount $	
Total (Should Equal Item #3 Above)				$	15,965.00

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

Signed: H. Green

Principal: John C Duckett

Date:

Funds are available:
Supervisor of Student Activity Funds

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

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Farragut HS

DATE: 1.14.25

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

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

Site	Farragut HS Softball
Requested By:	Nick Green
Approved By: **(School Principal)**	[signature]
Phone	865-454-5841
Nature of the Project	Softball storage building
Cost of the Project	$15,965.00
Funded By ☒ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Farragut SB booster club will transfer funds into FHS SB school account.
Cost to Knox County Schools	none

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Construction of concrete slab & metal storage building to house Farragut HS softball field equipment & supplies.

Cost to Knox County Schools

none

Description and type of funding source:

Farragut SB Booster club is funding entire project. (See attached bank statement). Funds will be transferred to FHS SB school account upon approval.

For Grants: Letter of Approval from the KCS Grants Department must be attached.

Jalyn Homes
121 Hearthfire Way
Lenoir City, TN 37772
Phone: 865-740-8488

Estimate

Date	Estimate #
12/26/2024	172

Name / Address
Farragut Softball Field

Description	Cost	Total
Pour 21 x 27 Concrete Pad Scope 1) Excavation: Strip top soil to solid ground - Top soil to remain on site at a place designated by Owner - Top soil to be used at later date to backfill around slab (slope grade away from slab as required) 2) Supply and Install 10 ton of #57 gravel to create 4" gravel base for slab to sit on 3) Form and pour 21 x 27 concrete pad four inches thick 4) backfill slab as required using Top soil from #1 above Note: left over topsoil. gravel, and concrete wash if any to be removed by others -If Jalyn Homes halls off any debris, it will be considered an extra and billed accordingly Note: If more than 10 ton of gravel is required, it will be billed as an extra		9,200.00
	Total	$9,200.00

Thank You For Considering Jalyn Homes!

Signature _____

Outlook

Fwd:Nick Green - TOL - Estimate! (#1736793936612921)

From Mike Kern <support@metalcarportdepotllc.zohodesk.com>
Date Mon 1/13/2025 2:58 PM
To NICK GREEN <nick.green@knoxschools.org>

1 attachment (180 KB)
TOL Color Chart 2025.pdf;

CAUTION: External Email. This message originated from outside of the KCS e-mail system.

Hello again Nick,

Your tax exempt quote is below.

METAL CARPORT DEPOT LLC

Questions? Call
1-800-324-5315

Metal Carport Depot LLC
(800) 324-5315
Mike@MetalCarportDepotLLC.com

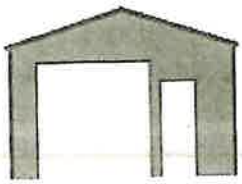
Customer Quote - **Jan 13, 2025**

Name	Nick Green				Quote #	1736793936612921			
Install Address									
City	Farragut				State	TN		Zip Code	37934
Email					Phone #	865-454-5841		Mobile #	

Style:	Garage	20' Width	X	25' Length	X	9' Leg Height	Roof	Ocean Blue ☐	Installation Surface:	Concrete
Roof Overhang:	6"						Trim:	Ocean Blue ☐		
Roof Style:	Platinum Style						Gable End Wall	Pewter Gray ☐	Engineer Certified:	155mph/35psf 6'-12' TALL
Gauge:	12ga - 155mph/35psf 4' centers						Side Wall	Pewter Gray ☐		
Leg Style:	Standard									
Braces:	Standard									



Perspective View



Front



Left Side

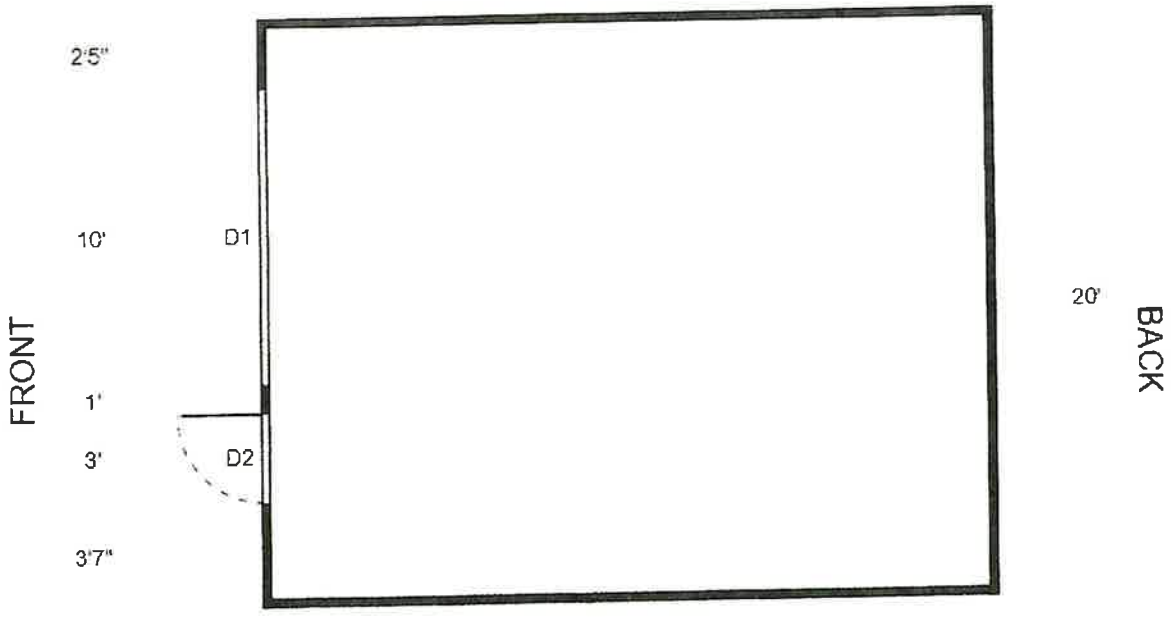


Right Side



Back

LEFT SIDE



RIGHT SIDE

D1	10'x8' Garage Door	D2	Walk-In Door (36x80)
	Closed Wall		

Structure Details		
Style: Garage	1	-
Base Price: 20'x26' (26' Long Roof - 25' Long Frame)	1	$3,295.00
Installation Surface: Concrete	1	-
Roof: Ocean Blue	1	-
Trim: Ocean Blue	1	-
Gable End Wall: Pewter Gray	1	-
Side Wall: Pewter Gray	1	-
Garage Door: White	1	-
Roof Style: Platinum Style Vertical Roof	1	-
Roof Pitch: 3 / 12	1	-
Roof Overhang: 6"	1	-
Trusses: Standard	1	-
Gauge: 12ga	1	$450.00
Brace: Standard Brace	1	-
Engineer Certified: 155mph/35psf	1	$550.00
Leg Height: 9'	1	$290.00
Left Side: Fully Enclosed	1	$490.00
Left Side Siding: Horizontal	1	-
Right Side: Fully Enclosed	1	$490.00
Right Side Siding: Horizontal	1	-
Front End: Fully Enclosed	1	$1,140.00
Front End Siding: Horizontal	1	-
Back End: Fully Enclosed	1	$1,140.00
Back End Siding: Horizontal	1	-
Roll Doors & Ramps		
10'x8' Garage Door	1	$725.00
Header Seal	1	$150.00
Doors & Ramps		
Walk-In Door (36x80)	1	$400.00
Frameouts		
Corner Style: Square (Traditional)	1	-
Additional Options		
Double Bubble (R9) Insulation: Roof	1	$1,287.00
Free Colored Screw	1	-
	Building Estimate:	$10,407.00
	January Sale:	**-$3,642.00**
	Sale Price:	**$6,765.00**
	Sales Tax (Exempt):	
	Total Delivered And Installed:	**$6,765.00**
	Deposit Required to Order:	$1,217.70
	Final Balance Due at Installation:	$5,547.30

If you would like to speak to a representative on the phone we are here Monday to Friday from 8:30 am to 7:00 pm CST and on Saturday from 9:00 am to 5:00 pm CST.

Thanks again,

The Metal Carport Depot Sales Team
Melanie, Dennis, Michael, Laura, and Tracie!
Metal Carport Depot, LLC
1-800-324-5315 Toll-Free
1-888-212-5546 Fax#
www.MetalCarportDepotLLC.com



Prices Subject To Change By The Manufacturer Without Notice.

REGIONS

Regions Bank
Farragut
11513 Kingston Pike
Knoxville, TN 37934

FARRAGUT SOFTBALL BOOSTER
PO BOX 24152
KNOXVILLE TN 37933-2152

ACCOUNT # [redacted]

	053
Cycle	01
Enclosures	0
Page	1 of 3

LIFEGREEN CHECKING FOR BUSINESS

December 6, 2024 through January 7, 2025

SUMMARY

Beginning Balance	**$28,445.82**		Minimum Daily Balance	$27,093
Deposits & Credits	$3,309.38	+	Average Monthly Statement Balance	$29,551
Withdrawals	$607.96	−		
Fees	$0.00	−		
Automatic Transfers	$0.00	+		
Checks	$1,213.72	−		
Ending Balance	**$29,933.52**			

DEPOSITS & CREDITS

12/06	Card Credit Target T- 1900 5411 Knoxville 7623		44.41
12/09	Mobile Deposit-Avail Tonight		153.51
12/10	Venmo Cashout Fhs Farragut S		50.00
12/13	Gb Payouts Gb Payouts Farragut High ST-I9e8o9p9c2f6		2,633.00
12/20	Gb Payouts Gb Payouts Farragut High ST-F0w5b5g1j1z2		428.46
	Total Deposits & Credits		$3,309.38

WITHDRAWALS

12/10	Venmo Payment Fhs Farragut S 1038830921807		520.00
12/26	Recurring Card Transaction Tmobile*auto PA 4814 800-937-8997 WA 98006 7623		50.00
01/07	Card Purchase Fedex Offic5220 7338 Knoxville TN 37922 7623		23.22
01/07	Card Purchase Fedex Offic5220 7338 Knoxville TN 37922 7623		14.74
	Total Withdrawals		$607.96

CHECKS

Date	Check No.	Amount
12/27	2611	133.00
12/11	2613 *	1,080.72
	Total Checks	$1,213.72

* Break In Check Number Sequence.

EQUAL HOUSING LENDER

2025 Regions Bank Member FDIC. All loans subject to credit approval.

REGIONS

Regions Bank
Farragut
11513 Kingston Pike
Knoxville, TN 37934

FARRAGUT SOFTBALL BOOSTER
PO BOX 24152
KNOXVILLE TN 37933-2152

ACCOUNT # [redacted]

053
Cycle 01
Enclosures 0

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/06	28,490.23	12/11	27,093.02	12/26	30,104.48
12/09	28,643.74	12/13	29,726.02	12/27	29,971.48
12/10	28,173.74	12/20	30,154.48	01/07	29,933.52

You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-027

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/27/2025

KNOX COUNTY BOARD OF EDUCATION

Agenda Item Fiscal Note

Description

Football Fieldhouse Expansion

Cost to Knox County Schools

$0

Description and Type of Funding Source

West HS Athletic Council

For Grants: Letter of Approval from the KCS Grants Department must be attached.
AS-105B (6/23)

TERRI COATNEY

From: DOUGLAS SHOVER
Sent: Wednesday, January 15, 2025 4:35 PM
To: ASHLEY SPEAS
Cc: TERRI COATNEY; DAISY HOGIN
Subject: West HS Fieldhouse expansion - Request for BOE approval

Ashley –
The Facilities Department, as part of the on-line submittal process, has approved the submitted fieldhouse expansion project at West High School.
I added some comments as part of my approval & have been directed to also provide the submitting party with a copy of those comments.
Please see below.

"The Facilities Department met previously on site with WHS personnel, KCS Maintenance, & KCS Technology to review the proposed location of the fieldhouse expansion. The proposed location was approved at that meeting.
I am approving the project with the following 2 caveats:
On Page 2 of the itemized quote from Hickory Construction, the proposed scope of work includes permitting with the City of Knoxville. COK has no jurisdiction on KCS campuses. Permits shall be obtained from Knox County, as well as from the Tennessee State Fire Marshal if applicable.
On Page 2 of the itemized quote from Hickory Construction, there is a considerable list of exclusions. Any work or costs associated with items excluded from Hickory Construction's scope of work shall be the sole responsibility of West High School. No cost shall be incurred by Knox County Schools."

Thank you.
Douglas Shover, Director
Facilities and Construction Department
KCS | KNOX COUNTY SCHOOLS
Office: 865.594.1825
Mobile: 865.385.2077

Mailing Address
Knox County Schools - Facilities Department
ATTN: Douglas Shover
505 Summer Place - UTT 2nd Floor, Room 281H
Knoxville, Tennessee 37902

KNOX COUNTY SCHOOLS
Facilities Department

TO: **Doug Shover**
Director of New Facilities and Construction

FROM: Ashley Speas

DATE: 01/09/2025

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

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

Site	West High School
Requested By:	Athletic Booster Club, Coach Lamar Brown
Approved By: **(School Principal)**	Ashley Speas Ashley Speas
Phone	(865) 594-4477
Nature of the Project	Football Fieldhouse Expansion
Cost of the Project	~~$752,500.00~~ $754,500
Funded By ☑ Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	913.601
Cost to Knox County Schools	$0

FA–100 (9/21)

KNOX COUNTY BOARD OF EDUCATION

INTERNAL SCHOOL FUNDS
PURCHASE APPROVAL REQUEST

1) School West High School Date 1/9/2025

2) Item(s) to be Purchased (Note 1)
1) Football Fieldhouse Expansion
2) _____
3) _____
4) _____
Attach additional page(s) as necessary

3) **Purchase Amount (Note 2)** $ ~~752,500.00~~ 754,500

4) Vendor Hickory Construction

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

Source 1	Booster Club/550	Account Number	@ 01/15/2025	Amount $ 832,464.33
Source 2		Account Number		Amount $
Source 3		Account Number		Amount $
Source 4		Account Number		Amount $
Total (Should Equal Item #3 Above)				$ 832,464.33

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

Signed: Ashley Speas
Principal: Ashley Speas
Date: 01/09/2025

Funds are available: _____
Supervisor of Student Activity Funds

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

January 16, 2024

Project: West High School Weight Room Addition and Field House Remodel

Project Address: 3300 Sutherland Ave. Knoxville, TN 37919

Drawings by: George Armour Ewart Architects

The preliminary estimated costs of construction phases are listed below, as well as any assumptions, allowances, or exclusions. Based on drawings provided by George Armour Ewart Architects dated January 15, 2025.

Executive Summary

Square Footage Analysis	SF
Heated and Cooled SF:	3,200
Covered SF:	425
Total Heated, Cooled and Covered:	**3,625**

Phase Cost Analysis	Total Cost
Sitework:	$ 60,000
Concrete:	$ 90,500
Masonry:	$ 56,500
Metals:	$ 171,500
Doors and Windows:	$ 25,500
Finishes:	$ 68,000
Specialties:	$ 500
Mechanical: (Plumbing and HVAC)	$ 101,500
Electrical:	$ 60,000
General Conditions:	$ 100,500
Existing Field House Renovation:	$ 20,000
Preliminary Budget Total	$ 754,500

Project Information	
Targeted Duration:	4 Months
Contractor Fee:	0%

Scope of Work:

- An allowance of $2,000 for builder's risk insurance
- An allowance of $60,000 for site work, mass grading, erosion control, and storm drainage components
- Concrete footings, interior slab, and exterior sidewalk
- CMU Block foundation and veneer
- Rigid insulation behind the CMU block
- An allowance of $160,000 for Pre-engineered metal building including anchor bolts, insulation, wall panels, roof panels, gutters, downspouts, and insulation

Scope of Work: (continued)

- An allowance of $11,250 for Covered Breezeway
- Commercial hollow metal frames, doors and finish hardware
- (1) Storefront window
- (1) Overhead coiling door
- Metal stud framing, insulation infill, drywall, and ACT ceilings in
- Painting of drywall walls and doors
- An allowance of $500 for bathroom accessories including toilet partitions
- An allowance of $15,000 for plumbing rough in, trim out, and fixtures
- HVAC systems including exhaust and gas lines
- An allowance of $60,000 for electrical rough-in, trim-out, and fixtures
- An allowance of $20,000 for minor renovations to existing field house
- Knox County building permit
- Temporary fence
- Portable toilet
- Small tools and equipment
- Protective products
- Debris collection and removal
- Clean up once the project is completed
- Full-time project supervision and coordination

Preliminary Budget Total: $ 754,500

Exclusions:

- Site connections for utilities
- Tap fees or aid to construction fees from KUB
- Utility usage costs
- Performance and Payment Bond

Note the Following:

- Pricing is valid for 30 days.
- We are anticipating a 4-month onsite construction duration. Onsite duration is weather-dependent.
- **West High School Athletic Council will provide all funding for the project including any exclusions.**

A NEW WEIGHTROOM FOR

WEST HIGH SCHOOL

3300 SUTHERLAND AVE.
KNOXVILLE, TN

PLANS REVIEW DATA

CITY OF KNOXVILLE (CONSIDERING CODES & ORDINANCE)

STATEMENT OF INTENT

OWNER
KNOX COUNTY SCHOOLS

PROJECT ADDRESS
3300 SUTHERLAND AVE.
KNOXVILLE, TN 37919

OCCUPANCY CLASSIFICATION

BUILDING CLASSIFICATION

STRUCTURAL FRAME
0

BEARING WALLS
EXTERIOR: 0
INTERIOR: 0

NON-BEARING WALLS & PARTITIONS
EXTERIOR: 0
INTERIOR: 0

FLOOR CONSTRUCTION
0

ROOF CONSTRUCTION
0

FLOOR AREA
NUMBER OF STORIES: 1 (1 RAISED)
NEW AREA ALLOWED: 25,000 S.F. PER FLR.
ACTUAL AREA:
ADDITION/ARROW: 3,475 SQ.
EXIST. FIELDHOUSE: 9,026 S.F.
TOTAL: 11,375 S.F.

ENERGY CONSERVATION

1. THIS BUILDING HAS BEEN DESIGNED TO BE COMPLIANT WITH THE REQUIREMENTS OF CHAPTER 4 OF THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE (CLIMATE ZONE 4).
2. WALLS, WITH INSULATION ENTIRELY ABOVE GRADE, ARE DESIGNED TO ENCLOSE R-20.
3. WALLS, MASS (CONCRETE BLOCK, BRICK), ARE DESIGNED TO ENCLOSE R-13.
4. METAL BUILDING WALLS, ARE DESIGNED TO ENCLOSE R-13 + R-7.5.
5. WOOD FRAMED WALLS, ABOVE GRADE, ARE DESIGNED TO ENCLOSE R-13 + R-7.5.
6. METAL BUILDING ROOFS, ARE DESIGNED TO ENCLOSE R-30 + R-11.
7. WOOD FRAMED WALLS, BELOW GRADE, ARE DESIGNED TO ENCLOSE R-13.
8. WALLS, SOLAR ORIENT, ARE DESIGNED TO ENCLOSE R-13+.
9. FLOORS ARE NO FLOORS ABOVE OUTDOOR OR UNCONDITIONED SPACES.
10. SLAB-ON-GRADE (UNHEATED FLOOR) ARE DESIGNED TO ENCLOSE R-10 OR 24" BELOW.
11. UNHEATED SLABS ARE DESIGNED TO ENCLOSE R-10 OR 24" BELOW.
12. SKYLIGHTS SHALL HAVE A U-FACTOR OF LESS THAN 0.50 AND A SHGC OF LESS THAN 0.40.

ABBREVIATIONS

DRAFTING CONVENTIONS

GRAPHICS SYMBOLS

GENERAL NOTES

PROJECT NO.: 23115

DRAWING LOG

ISSUE DATE OF JAN 2024

INDEX TO DRAWINGS

COVER SHEET		GENERAL NOTES & PLANS REVIEW DATA
CIVIL	C.1	SITE PLAN
	C2	SITE DETAILS
LANDSCAPE	L1	LANDSCAPE PLAN
	L2	LANDSCAPE DETAILS
ARCHITECTURAL	A0	ARCHITECTURAL SPECIFICATIONS
	A0	ACCESSIBLE DESIGN STANDARDS
	A1.1	PLANS
	A2.1	ENLARGED PLANS
	A3.1	ELEVATIONS & DETAILS
	A4.1	EXTERIOR ELEVATIONS
	A5.1	SECTIONS
	A6.1	WALL SECTIONS
	A7.1	VERTICAL CIRCULATION
	A8.1	INTERIOR ELEVATIONS
	A9.1	CEILING PLANS
INTERIOR DESIGN	ID1	FINISH PLANS
	ID2	FINISH SCHEDULE
STRUCTURAL	SS.1	SPECIFICATIONS, NOTES
	S3.1	FOUNDATION PLAN
FIRE PROTECTION	FP1.1	FLOOR PLAN - WAN PROTECTION
	FP1.2	FLOOR PLAN - FIRE PROTECTION
	FP2.1	SCHEDULES & DETAILS FIRE PROTECTION
PLUMBING	P1.1	FLOOR PLAN - WASTE & VENT
	P1.2	FLOOR PLAN - WASTE & VENT
	P2.1	FLOOR PLAN - DOMESTIC
	P3.1	PLUMBING SCHEDULES & DETAILS
MECHANICAL	M1.1	FLOOR PLAN - HVAC
	M2.1	FLOOR PLAN - HYDRONIC PIPING
	M3.1	LARGE SCALE PLAN MECHANICAL ROOM
	M5.2	ROOF PLAN MECHANICAL
	M6.1	DIAGRAM & DETAILS HVAC
	M7.2	DETAILS HVAC
	M8.1	SCHEDULES HVAC
ELECTRICAL	E1.1	FLOOR PLAN - LIGHTING
	E1.2	FLOOR PLAN - POWER
	E1.3	FLOOR PLAN - COMMUNICATIONS
	E1.4	FLOOR PLAN - SYS. PLANS & MISC. DETAILS
	E2.1	ELECTRICAL DIAGRAM & SCHEDULES
	E2.2	TELECOMMUNICATION / VIDEO SCHEDULES & DETAILS
	E3.1	ELECTRICAL SCHEDULES & DETAILS
	E5.1	ELECTRICAL SINGLE LINE DIAGRAM
	E6.0	PANELBOARD SCHEDULES

CONSULTANTS

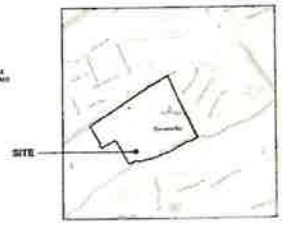
CIVIL ENGINEER
WILL ROBINSON & ASSOCIATES
131 BRENTWOOD DRIVE
OAK RIDGE, TN 37830
(865) 386-4200

STRUCTURAL ENGINEER
BENDER & ASSOCIATES
110 FOREST CT.
KNOXVILLE, TN 37919
(865) 584-6532

MECHANICAL ENGINEER
ALBERT BEDINGER CONSULTING ENGINEERS
5641 MERCHANTS CENTER BLVD., SUITE A104
KNOXVILLE, TN 37912
(865) 637-8339

ELECTRICAL ENGINEER
VREELAND ENGINEERS
3107 SUTHERLAND AVE.
KNOXVILLE, TN 37919
(865) 637-4451

LOCATION MAP

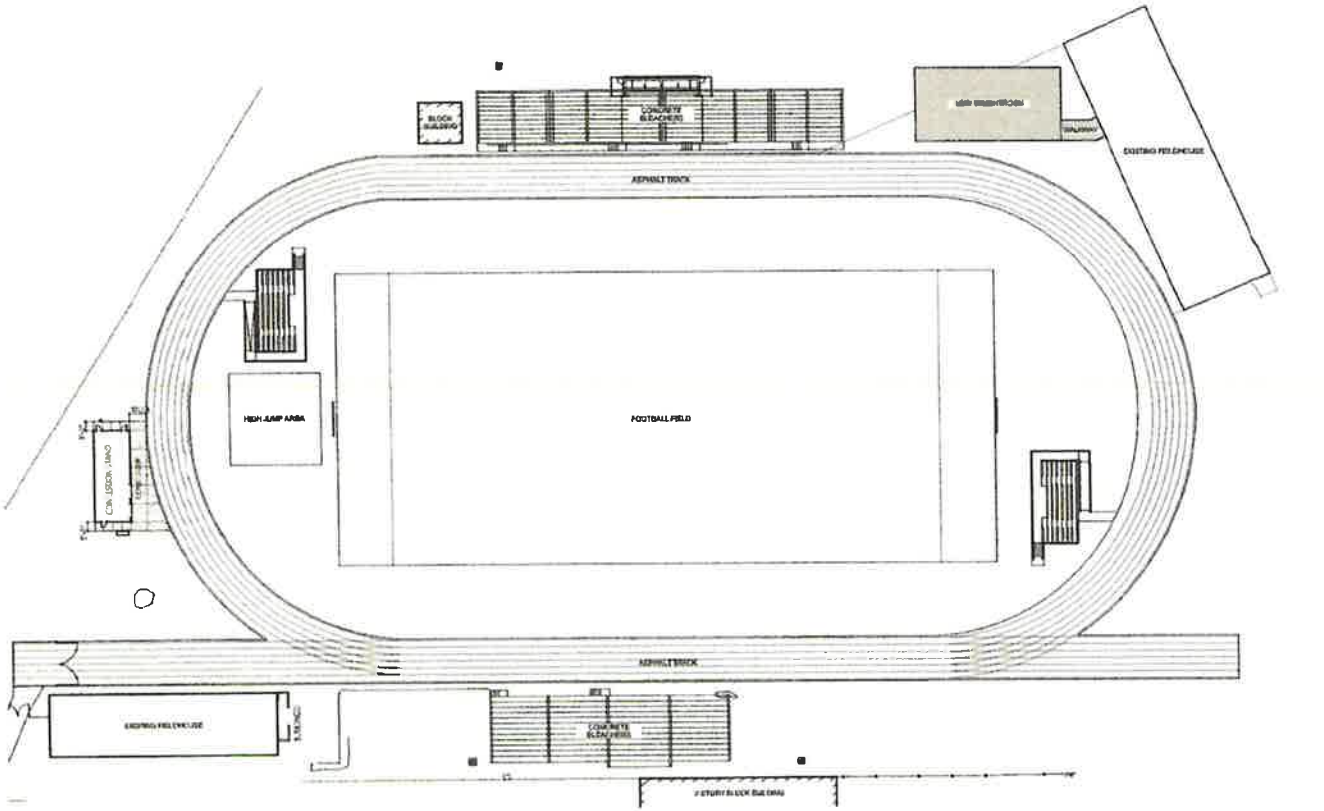


GEORGE ARMOUR EWART ARCHITECT
404 Bearden Park Circle
Knoxville, TN 37919
865 522 7971
Fax 865 602 7242
www.georgeewart.com

PRELIMINARY - NOT FOR CONSTRUCTION

CONTRACTOR LOGO/INFO

PROJECT NO.: 23115
ISSUE DATE: 15 JAN 2024
SET #:



1 A0.1 SITE PLAN

SCALE: 1" = 40'

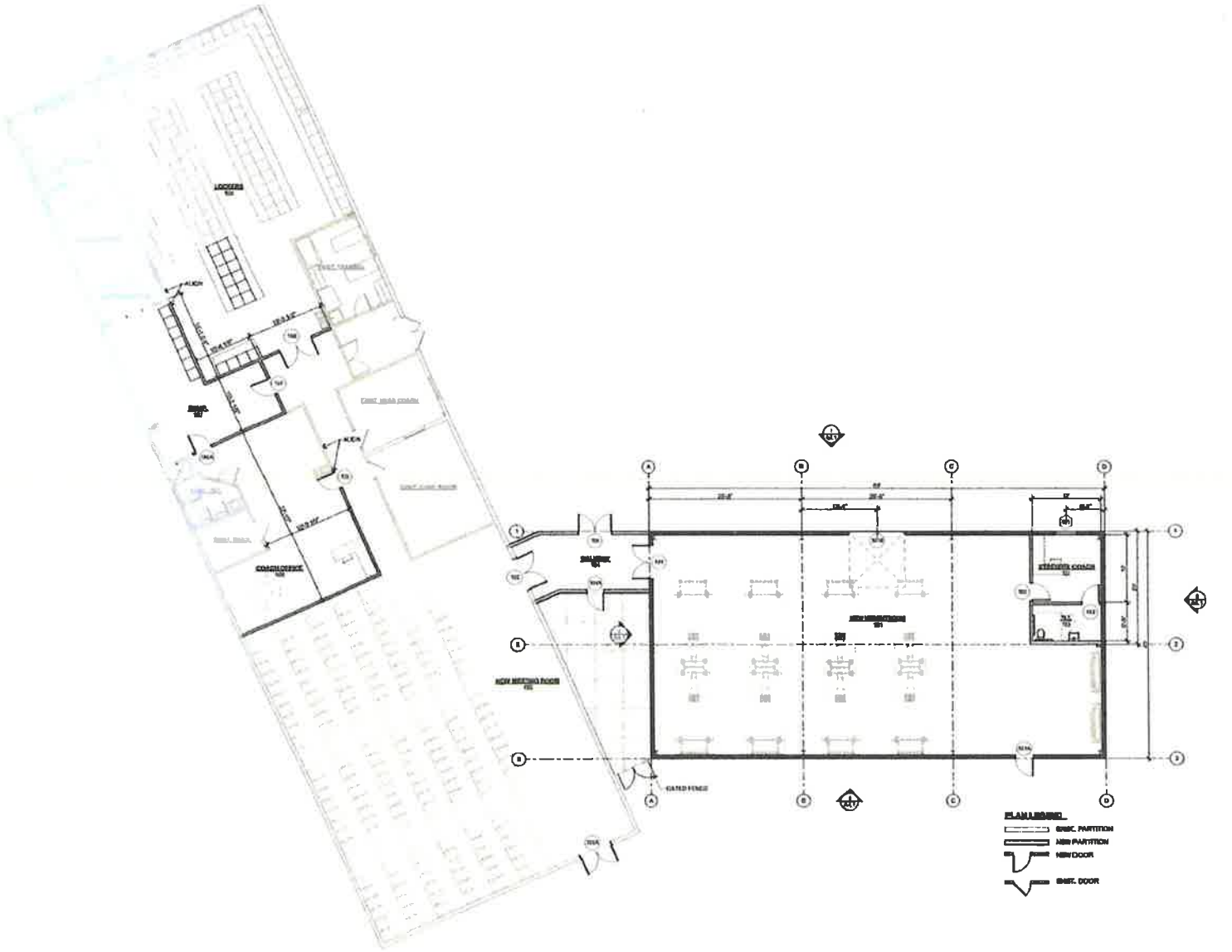
GEORGE ARMOUR EWART ARCHITECT
404 Bearden Park Circle
Knoxville, TN 37919
865.602.7771
Fax 865.602.7742
www.georgeewart.com

A NEW WEIGHTROOM FOR
WEST HIGH SCHOOL
3300 SUTHERLAND AVE.
KNOXVILLE, TN

SITE PLAN

DATE: 15 JAN 2025
PROJECT NO.: 23115
PROJECT MGR.: EJ

A0.1



1 A1.1 EXISTING FIELDHOUSE AND NEW WEIGHTROOM - FLOOR PLAN

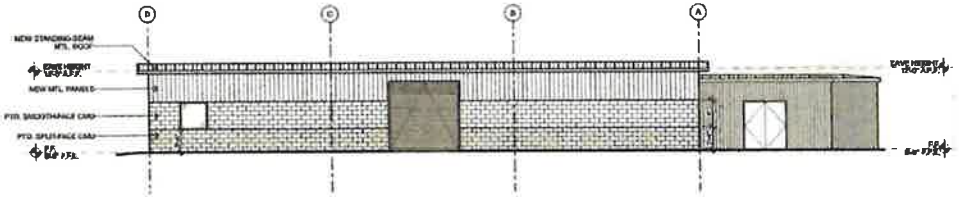
GEORGE ARMOUR EWART ARCHITECT
404 Sharon Park Circle
Knoxville, TN 37919
865.602.7771
Fax 865.602.7742
www.georgeewart.com

A NEW WEIGHTROOM FOR
WEST HIGH SCHOOL
3300 SUTHERLAND AVE.
KNOXVILLE, TN

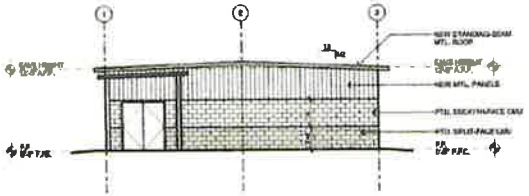
EXISTING FIELDHOUSE AND NEW WEIGHTROOM - FLOOR PLAN

DATE: 15 JAN 2025
PROJECT NO.: 23115
PROJECT MGR.: EJ

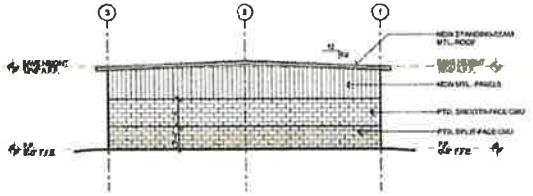
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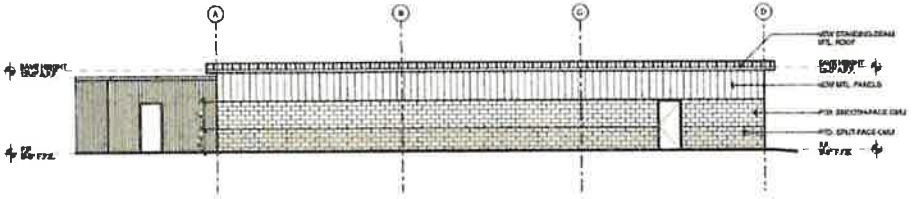
1 A4.1 NORTH ELEVATION



2 A4.1 WEST ELEVATION



3 A4.1 EAST ELEVATION



4 A4.1 SOUTH ELEVATION

GEORGE ARMOUR EWART ARCHITECT
404 Beardon Park Circle
Knoxville, TN 37919
865.602.7771
Fax 865.602.7742
www.georgeewart.com

A NEW WEIGHTROOM FOR
WEST HIGH SCHOOL
3300 SUTHERLAND AVE.
KNOXVILLE, TN

EXTERIOR ELEVATIONS

DATE: 16 JAN 2026
PROJECT NO.: 23118
PROJECT MGR.: EEJ

A4.1

Football Fieldhouse Expansion:

Please see highlighted yellow area.



HOME FEDERAL BANK
YOU'LL KNOW YOU'RE HOME.

515 Market Street, Knoxville TN 37902

Statement Ending 12/31/2024

>000592 6697474 0001 93479 10Z 90

00235949 MSP 115

WEST HIGH SCHOOL ATHLETIC COUNCIL INC
3300 SUTHERLAND AVE
KNOXVILLE TN 37919-4544

Managing Your Accounts

Customer Service	865-546-0910
Phone Home	865-687-HOME (4663)
Website	homefederalbanktn.com
Mailing Address	515 Market St. Knoxville, TN 37902



Give your budget a break.

Save with our lowest Platinum Credit Card rate offer before it ends. Expires January 31, 2025.

Summary of Accounts

Account Type	Account Number	Ending Balance
SMALL BUSINESS CHECKING	[redacted]	$781,563.33

SMALL BUSINESS CHECKING - [redacted]

Account Summary

Date	Description	Amount
12/01/2024	Beginning Balance	$215,134.01
	6 Credit(s) This Period	$566,429.32
	0 Debit(s) This Period	$0.00
12/31/2024	Ending Balance	$781,563.33

Deposits

Date	Description	Amount
12/06/2024	DEPOSIT	$100.00
12/06/2024	DEPOSIT	$50,100.00
12/20/2024	DEPOSIT	$500,000.00
12/23/2024	DEPOSIT	$5,000.00
12/26/2024	DEPOSIT	$1,000.00

SMALL BUSINESS CHECKING - [redacted] (continued)

Electronic Credits

Date	Description	Amount
12/31/2024	RAYMOND JAMES & BROKERAGE *West High School Athle*	$10,229.32

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of February, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Betsy Henderson, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-031

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 1/29/2025

RLA-16845 **R-25-2-110**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
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 the Knox County Mayor's recommendations of Michael Bittel, Alan Jack, and Scott Stallings for reappointment to the Knox County Golf Board. (Terms expire December 31, 2028) **(DEFERRED FROM JANUARY AT REQUEST OF SPONSOR)**

(County Mayor)

Attachments

Resolution

Letter from Mayor

Resume - Scott Stallings

Resume - Alan Sanford Jack

Resume - Michael Bittel

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE KNOX COUNTY MAYOR'S RECOMMENDATIONS OF MICHAEL BITTEL, ALAN JACK, AND SCOTT STALLINGS FOR REAPPOINTMENT TO THE KNOX COUNTY GOLF BOARD. (TERMS EXPIRE DECEMBER 31, 2028)

RESOLUTION: **R-25-2-110**

REQUESTED BY: **COUNTY MAYOR**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the terms of Scott Stallings, Michael Bittel, Steven Clabough, Jim Jennings, and Alan Jack on the Knox County Golf Board (the "Golf Board") expired on December 31, 2024; and

WHEREAS, Steven Clabough and Jim Jennings are not eligible for reappointment due to term limits; and

WHEREAS, the Bylaws of the Knox County Golf Board (the "Bylaws") provide that the Knox County Mayor (the "Mayor") shall recommend members of the Golf Board to the Knox County Commission (the "Commission") for approval; and

WHEREAS, the Bylaws further provide that the Golf Board shall consist of not less than eleven (11) and no more that fifteen (15) voting members; and

WHEREAS, the Mayor has recommended that the Commission reappoint Scott Stallings, Michael Bittel, and Alan Jack as voting members on the Golf Board; and

WHEREAS, the Commission desires to approve the Mayor's recommendations for reappointment to the Golf Board.

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

The Knox County Mayor's recommendations of voting members to serve on the Knox County Golf Board are hereby approved as follows:

1. **Alan Jack shall be reappointed to his second full four (4) year term beginning January 1, 2025 and expiring December 31, 2028;**

2. **Scott Stallings shall be reappointed to his second full four (4) year term beginning January 1, 2025 and expiring December 31, 2028; and**

3. **Michael Bittel shall be reappointed to his first full four (4) year term beginning January 1, 2025 and expiring December 31, 2028.**

BE IT FURTHER RESOLVED, that it is hereby noted that this Resolution brings the membership of the Golf Board to a total of twelve (12) voting members.

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

OFFICE OF COUNTY MAYOR GLENN JACOBS

February 12, 2025

David Buuck
Knox County Law Director
400 W Main Street, Suite 612
Knoxville, TN 37902

RE: Appointment to the Three Ridges Golf Board

Dear Mr. Buuck,

Thank you for the memo regarding the Three Ridges Golf Board appointments. I would like to reappoint Scott Stallings, Alan Jack, and Michael Bittel on the Three Ridges Golf Board for another four (4) year term beginning January 1st, 2025, and expiring December 31st, 2028.

Please let my office know if you have any questions.

Sincerely,

Glenn Jacobs
Knox County Mayor

cc: Files
Scott Stallings
Alan Jack
Michael Bittel

Scott Stallings

Knoxville resident
Oak Ridge High School 2003
Tennessee Tech University 2007

Wife Jennifer Stallings 13 years
Children: Finn 7 Millie 4

Currently in my 11 year on the PGA tour and 14 in professional golf.

Knoxville has been tremendously supportive of me during my career and I want to do anything I can to help give back. The Kids Play Free program has been very successful and has an even brighter future with more courses coming into the rotation in town and across the state.

Please feel free to ask any questions or if you need more information to submit my name to the board.

Thank you
Scott Stallings
8657551908

Alan Sanford Jack – Resume 2021

Born: August 7, 1958

Residence: 3807 Forest Lane, Knoxville, TN 37918

Education: Bachelor's degree in Marketing from the University of Tennessee

Career: Worked over 30 years in management, retiring in 2017.
I currently work as a volunteer at the Three Ridges Golf Course. I enjoy volunteering at the golf course and have met a lot of people that I can call my friend.

MY NAME IS ALAN SANFORD JACK BORN AUGUST 7, 1958 AND LIVE AT 3807 FOREST LANE KNOXVILLE, TENNESSEE. I HAVE TWO SISTERS LYNNE & ELAINE BOTH MARRIED LIVING IN CHATTANOOGA. I ATTENDED STERCHI ELEMENTARY, GRESHAM MIDDLE AND GRADUATED FROM CENTRAL HIGH SCHOOL IN 1976. RECEIVED MY BACHELOR'S DEGREE IN MARKETING FROM THE UNIVERSITY OF TENNESSEE IN 1981. MY WORKING DAYS, FOR OVER 30 YEARS, WAS MANAGING COLLECTION AGENCIES AND RETIRED IN 2017. I WAS INTRODUCED TO THREE RIDGES GOLF COURSE BY MY UNCLE CLIFF WILLIAMS (WHO PLAYS WITH THE SENIOR GROUP ON MONDAYS) AND MY GOOD FRIEND FROM THE YMCA ROY KRUSE. STARTED WORKING WITH ROY ON FRIDAY MORNINGS AS A RANGER UNTIL MARK BROWN REALIZED MY BEST TRAIT, MY PERSONALITY. MARK THEN MOVED ME TO THE FRIDAY MORNING STARTER. MY RESPONSIBILITY'S INCLUDE MEETING AND GREETING THE GOLFERS ON THE FIRST TEE AND MAKING SURE EVERYBODY TEE'S OFF ON TIME. ALSO TRY AND MAKE THE GOLFER'S FEEL COMFORTABLE & WELCOME. I LOVE MY ROLE AT THREE RIDGES GOLF COURSE AND HAVE MET ALOT OF WONDERFUL PEOPLE THAT I CAN CALL MY FRIENDS.

Michael Bittel

309 Governors Lane
Farragut, TN 37934

Phone: 865-209-3719
Email:pheasant12@gmail.com

Culture, Sales Management, Operations and Marketing Executive

An energetic leader with over 25 years of diverse management experience and the ability to see the entire picture of an organization in turn influencing tremendous results. Broad knowledge of business, community activism and local, State and Federal Government touch points.

Senior Leader – People, People, People – Diverse Experience – Strategic Vision

Organizational Development	Motivational Leadership	Team Building
Customer Relationships	Strategic Planning/Implementation	Culture
New Business Development	Regional and US Marketing	Problem Solving
P&L Management	Government Relations	Fundraising
Internal Operations	External Relationships	Purchasing

Core Competencies

Culture and Building Teams

- Proven track record of hiring the right people and working with current team members to develop and motivate individuals into a cohesive high functioning results driven team.
- When all is said and done, it comes down to people. People who believe in what they are doing and are valued for what they are doing. Giving colleagues clear expectations and goals and the tools and support to accomplish those goals produces tremendous results and the desire of colleagues to strive to do more for their team and company.

Developing Partnerships

- Vast experience and leadership nurturing internal partnerships, thinking as one company. Each function of a company is a key component to the success of all.
- Extensive knowledge, experience and trust building with external co-packers, distributors, brokers, and retailers. Spearheaded relationships with external partners to become an extension of the company.

Delivering Results

- Extensive history of tremendous growth and positive top and bottom-line results due to building dynamic teams, nurturing partnerships, and putting people first.

Professional Experience

Adirondack Regional Chamber of Commerce – Glens Falls, NY 4/2018 – 7/2022

The Adirondack Regional Chamber of Commerce represents almost 800 businesses in Warren, Washington, Northern Saratoga, and Southern Essex Counties in New York. We represent businesses of all types; health care, finance, non-profits, manufacturing, hospitality and more.

President/CEO (Glens Falls, NY) 4/2018 – 7/2022

- Work in collaboration with my ARCC colleagues to be a voice for our members
- Provide value to our business community in the form of connection, collaboration, education, and advocacy
- Revenue increased 34.4% between 2018 - 2021
- Number of members increased 16.7% 2018 - 2021
- Collaborate with our members and Elected Officials at all levels of government
- Educate members on changes in business, government, and community

Hometown Healthcare, Inc. – Clifton Park, NY 3/2016 – 9/2017

Hometown Healthcare is a family-owned independent Durable Medical Equipment Company who specializes and focuses on Sleep and Oxygen Therapy as well as Pharmacy. Our goal is to have a lifelong relationship with our patients and give them the opportunity to stay in their homes and age gracefully.

Chief Operating Officer (Clifton Park and Watervliet, NY) 2016 - 2017

- Responsible for company profit and loss, Human Resources, Operations, Customer Service, Sales, Marketing, Insurance Payor Relations, Government Relations and New Business Development.
- Member of Senior Manager Team (three people)
- Coached middle managers on servant management style
- Number of new orders up 181% in 2017 over prior year at Hometown Healthcare
- Highest compliance of patient sleep therapy in the market
- Implemented one of a kind innovative Compliance Based Payment Program with our Insurance Payor partners
- Liaison with members of US Congress and NY State Elected Officials
- Point person for litigation, contracts, and issues of law
- Improved scheduling throughput by 235%

The King Arthur Flour Company – Norwich, VT 10/1999 to 12/2014

King Arthur Flour, 100% Employee Owned, is the premier flour and baking company in North America with products in retail food stores, bakery distribution and consumer catalogue. Ranked as one of the top ten companies to work for in Vermont each year since 2006.

Co-CEO (2014), Senior Vice President and General Manager, Flour 2006 – 2014

(Greenwich, NY/Norwich, VT)

- Responsible for Flour Division Profit and Loss, Sales, Operations, Marketing,
- External Relationships, Food Safety, Government Relations, Wheat Purchasing,
- New Business Development, Major Litigation
- A member of Senior Management Team since 2002 (5 members)
- Flour Division revenue grew 1,071% from 1999 through 2014
- Company revenue grew 635% from 1999 through 2014
- Flour Division responsible for 66% of company revenue and 100%+ of bottom line
- In 1999 KAF product was found in retail stores in New England, Florida, and Trader Joes. In 2014 KAF product was in all fifty United States as well as several foreign countries
- #2 Flour brand in the US in 2014 (AC Nielsen), #7 Flour brand in US in 1999
- Provided leadership and development to sales team which grew from 2 members in 1999 to 15 members in 2014
- Led internal operations for Flour Division; warehousing, shipping, customer orders, customer service, different requirements, and mandates for over 100 retail customers
- Provided leadership and development to operations team which grew from 3 members in 1999 to 17 members in 2014
- Developed and expanded external partnerships; 26 milling partner locations, 6 public warehouses, 21 food broker locations, 42 bakery food service distribution locations
- Developed and implemented a Food Safety program both internal and external to KAF
- Successfully purchased wheat for the company through our mill partners and farmers. Purchased $4,000,000 annually in 2002 which grew to $30,000,000 annually in 2014
- Responsible for New Business Development and Product to Market initiatives
- Launched successful organic flour in 2006. By 2009, #1 organic flours (by skus) in the US
- Launched successful gluten-free mixes in 2012. By late 2014, #2 gluten free mixes (by skus) in the US
- Worked in many areas of Government Relations including the 2014 Vermont GMO bill
- Internal point person on major litigation throughout career at KAF. KAF never lost a case

Vice President, Sales and Marketing, Flour (Greenwich, NY and Norwich, VT) 2002 – 2006

- Responsible for Profit and Loss, Revenue, Bottom line of Flour Division
- Developed #1 Ad in Modern Baking (#1 recall by subscribers)
- Expanded responsibility to Marketing and Operations of Flour Division

Director of Sales, Flour (Norwich, VT) 2000 – 2002

- Led both the Retail Family Flour Sales Team and the Bakery Food Sales Team
- Sales were trending down in 2000, reversed with sales growth 2002 and beyond
- Hired and developed new sales team, who excelled as individuals and as a team
- Hired new food broker partners across the United States

Director of New Business Development (Norwich, VT) 1999 – 2000

- Worked in areas of operations; provided and implemented operational improvements
- Negotiated business contracts with partner suppliers
- Managed catalogue relationship with printer and list providers

Quad/Graphics, Inc. – Pewaukee, WI 5/1988 – 10/1999

Sales (Boston, MA) 1993 – 1999

- Responsible for sales, customer relations, internal relationships and ultimate profit and loss for each customer account
- Within three years grew client portfolio from $5,000,000 to $23,000,000 in annual sales. All new sales to the company.

Customer Service/Administrative Trainee Program (WI locations/Thomaston, GA) 1989 - 1993

- Chosen for extremely competitive Trainee Program at fast growing ESOP company
- Worked hands on in six different manufacturing areas of company
- Started Marketing Department with two other team members
- Part of team sent for six months to train employees and improve operations in newly acquired printer in Thomaston, GA

Education

Bachelor of Arts in Business and Government, Skidmore College, Saratoga Springs, NY 1989

Hobbies and Interests: Church, family, community. Hiking, hunting, fishing, reading.

Community Involvement: (Recent Past)

Dixie Lee Baptist Church, Director of Men's Ministry and Adult Sunday School Teacher

Tennessee Board of Medical Examiners (Board Member)

Treasurer and Adult Sunday School Teacher at Hoosic Valley Community Church

Lacrosse Fundraiser, Soccer Coach, Baseball Coach

Chairman of the NY State Special Olympics Fall Games

Adirondack Civic Center Coalition (Board Member)

Glens Falls Business Improvement District (Board Member)

Greater Glens Falls YMCA (Board Member)

March of Dimes of New York (Board Member)

Glens Falls Hospital Board of Governors (Board Member and Chair of Investment Committee)

Northeast NY Salvation Army (Board Member)

Tri-County Workforce Development (Board Member)

Warren/Washington County Industrial Development Agency (Chairman/Treasurer)

New York Farm Bureau Washington County (Board Member)

Warren County American Rescue Plan Act Advisory Committee

Warren County Economic Development Task Force

Reopen Washington County Committee

VFW Men's Auxiliary, Lion's Club, and The Elks.

USDA Farm Service Agency Committee of New York (US Secretary of Agriculture Appointment)

Agricultural Advisor for Congresswoman Elise Stefanik, Congressman Chris Gibson

New York State Republican Party (GOP) Treasurer

RLA-16914 **R-25-2-301**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
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 Donald S. Keeble, M.D. in the amount of $139,650.00 for the first year of the contract to perform the services of Medical Director for the Knox County Sheriff's Office Corrections Division and to provide pre-employment physicals to potential candidates for employment for a one (1) year term beginning January 1, 2025 and ending December 31, 2025 with two (2) additional annual renewals for a total of three (3) years.
(Sheriff)

Attachments

Resolution
Medical Director Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH DONALD S. KEEBLE, M.D. IN THE AMOUNT OF $139,650.00 FOR THE FIRST YEAR OF THE CONTRACT TO PERFORM THE SERVICES OF MEDICAL DIRECTOR FOR THE KNOX COUNTY SHERIFF'S OFFICE CORRECTIONS DIVISION AND TO PROVIDE PRE-EMPLOYMENT PHYSICALS TO POTENTIAL CANDIDATES FOR EMPLOYMENT FOR A ONE (1) YEAR TERM BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 WITH TWO (2) ADDITIONAL ANNUAL RENEWALS FOR A TOTAL OF THREE (3) YEARS.

RESOLUTION: **R-25-2-301**

REQUESTED BY: **SHERIFF**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office requires the services of a licensed physician to perform the services of Medical Director for the Knox County Sheriff's Office Corrections Division and to provide pre-employment physicals to potential candidates for employment, which services are further detailed in the attached contract; and

WHEREAS, Donald S. Keeble, M.D. is willing to perform such professional medical services for the Knox County Sheriff's Office; and

WHEREAS, the proposed contract with Donald S. Keeble, M.D. is effective for a one (1) year term beginning January 1, 2025 and ending December 31, 2025 with two (2) additional annual renewals for a total of three (3) years, unless terminated in conformity with the terms of the contract; and

WHEREAS, for the performance of said services under the contract, Knox County and Donald S. Keeble, M.D. have agreed to the annual compensation of $139,650.00, which amount will be increased annually by the percent raise given to civilian employees of the Knox County Sheriff's Office by the Knox County Commission; and

WHEREAS, Donald S. Keeble, M.D. has the necessary qualifications to perform the professional medical services for the Knox County Sheriff's Office.

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

The Contract with Donald S. Keeble, M.D. to perform the services of Medical Director for the Knox County Sheriff's Office Corrections Division and to provide pre-employment physicals to potential candidates for employment is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Contract with Donald S. Keeble, M.D. to perform the services of Medical Director for the Knox County Sheriff's Office Corrections Division and to provide pre-employment physicals to potential candidates for employment shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved: **County Mayor** **Date**

Vetoed: **County Mayor** **Date**

KNOX COUNTY GOVERNMENT

AND

DONALD S. KEEBLE, M.D.

This Contract, made and entered into this 1st day of January 2025 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and Donald S. Keeble, M.D., hereinafter referred to as **"Contractor."**

Whereas, Knox County Sheriff's Office requires the services of a licensed physician to perform as Medical Director for the Corrections Division and to provide pre-employment physicals to potential candidates for employment and;

Whereas, Donald S. Keeble, M.D. is willing to perform said Professional Medical Services;

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. **Terms of this Contract.** This Contract commences on 1st day of January 2025 and ends 31st day of December 2025, with two (2) additional annual renewals for a total of three (3) years, renewing automatically on January 1st of each contract year, unless terminated in conformity with the terms of this Contract. Contractor will provide the professional medical services set forth in this agreement attached hereto adopted as if fully set out herein, and made a part of this contract.

2. **Services.** The services of Contractor shall include, but not be limited to:

   a. Contractor shall be on call twenty four (24) hours per day, seven (7) days per week; and shall coordinate medical services by a qualified physician in his absence if the Mid-Level Providers are unable to fulfill the duties during the absence of the Contractor. The Contractor shall provide medical services at the various facilities of the Knox County Corrections Division up to three half days per week in accordance with the schedule established by the Sheriff of Knox County, or as the need arises in the Contractor's best medical judgment.
   b. Contractor will provide in house medical services, including physical examinations, minor surgical procedures, medication reviews, pharmacy reviews, monitor inmates under chronic care clinics such as, hypertension, diabetes, dialysis, cardiac, seizure and asthma, complete office visits on complicated cases from referrals by Mid-Level Providers, ensure that inmates diagnosed with chronic illness are educated in proper treatment of his/her illness or diagnosis, assist in education of staff and inmates with problems and challenges of physical and/or mental impairments and assist all efforts for staff to comply with the Americans with Disabilities Act.

c. Contractor shall provide supervision of up to three (3) Mid-Level Providers (Nurse Practitioner or Physician's Assistants) in accordance with applicable laws of the State of Tennessee.
d. Contractor shall meet weekly with the Health Services Administrator in regards to the day to day operations of the Medical Department and make adjustments and/or changes as appropriate, and meet with the Mid-Level Providers to discuss any complicated medical assessments and/or diagnosis and assist with treatment care plan.
e. Contractor will meet quarterly with the Health Services Administrator, Facility Commanders (RDWDF, KCJ and KCWRC) to discuss any issues and/or concerns as related to inmates' health care, Policy and Procedures, Medical Protocol, facility issues, etc., assist the Health Services Administrator with staffing analysis, annual reviews of Policy and Procedures that pertain to medical care, review medical forms for revision as the need develops, and assist with Medical Staff Post Order changes if indicated.
f. Contractor completes annual review of the Automated External Defibrillators (AED) at all KCSO facilities, completes annual review of items approved in first aid kits/boxes and emergency jump bags located at all KCSO facilities, completes annual review of Medical Protocol and as indicated and maintains such protocol for nurses to follow in the scope of practice in the performance of their duties.
g. Contractor will assist and advise the KCSO in its efforts to maintain compliance with all applicable American Correctional Association (ACA) standards.
h. Contractor participates in Correctional annual training for Prison Rape Elimination Act (PREA).
i. Contractor will assist and advise the KCSO in its efforts to maintain compliance with all applicable Tennessee Correctional Institute (TCI) standards.
j. Contractor will ensure that any extended absence (more than one week) will be covered by a properly licensed physician. (if the Mid-Level Providers are unable to fulfill the duties in the absence of the Medical Director)
k. Contractor will assist in obtaining the services of a licensed physician to do the Peer Review every two (2) years as directed by ACA standards (4D-25).
l. Contractor will provide pre-employment physicals for the Knox County Sheriff's Office. Physicals will be performed at the RDWDF.

3. Additional requirements.

a. Physicians who are to provide services under the Agreement must hold a current license in the State of Tennessee and must furnish a copy of the license and DEA number to the Health Services Administrator to keep on file.
b. At the time of the execution of this Agreement, the physician services under this agreement will be performed by Donald S. Keeble.
c. The Contractor shall maintain medical malpractice insurance in an amount not less than three million dollars ($3,000,000.00) covering the services required by this contract.
d. Neither party to this Agreement shall be liable for acts or omissions of the other party, its employees or agents.

4. Payment. County shall pay Contractor according to the following schedule. The County shall pay an annual sum of $139,650 due and payable in twenty-six (26) equal installments. Said

amount will be increased annually by the percent raise given to civilian employees of the Knox County Sheriff's Office by the Knox County Commission.

5. Invoicing and reporting requirements. The Contractor shall invoice the Knox County Government in accordance to the services performed on a bi-weekly basis. The invoice shall show the service performed and the appropriate price for that particular service.

Contractor is hereby cautioned that it can take a minimum of thirty (30) days to process invoices. Invoices shall be mailed in duplicate to the Knox County department that received services, such as:

Knox County Sheriff's Office
400 Main Street, Suite L-149
Knoxville, Tennessee 37902

6. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide Professional Medical Services detailed herein, County will communicate the problem(s) to the Contractor verbally and keep a written record as to what the problem(s) are and when the contractor was contacted. The Contractor shall have 72 hours to rectify the problems. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event contractor intends to interrupt or discontinue service under this contract, contractor agrees to give Knox County thirty (30) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this contract.

6. Appropriations. In the event no funds are appropriated by County for Professional Medical Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no obligations owed to or by either party.

7. Independent Contractor. Contractor and the County agree that Contractor and its employees shall serve as independent contractors rather than employees or agents of Knox County, and Knox County shall not be liable for their work. Contractor and the County also agree that this agreement shall not be construed as creating a partnership.

8. Compliance with laws. Contractor agrees that it is and shall remain familiar with and comply with all federal, state and local laws, ordinances, and regulations affecting the provision of mental health diagnoses, treatments, and other required services to inmates.

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 services are performed.

13. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. Contractor shall indemnify, defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, commission of Contractor, its subcontractors, agent, or employees.

16. Delivery. Contractor shall render Professional Medical Services for the Knox county Sheriff's Office in accordance with the Contractor's schedule and coordinated with the Knox County Government or their designee.

17. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, non-sequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

18. Third-Party Beneficiaries. There are no third-party beneficiaries of this contract. The parties do not enter onto this contract for the purpose of giving rise to any third party rights. No third parties have the right to state a cause action under this contract.

19. Entire Agreement. This Agreement contains the entire understanding between the parties and no oral representations other than what are expressed herein have been made. No modification of the Agreement shall be effective unless in writing and signed by both parties.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by:_____
Glenn Jacobs
Knox County Mayor

Donald S. Keeble, M.D.

by: _____

Title: _____

Contract #: _____

Approved as to legal form:

_____
Knox County Law Director's Office

Date _____

RLA-16915 **R-25-2-302**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
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 TJX Law Enforcement Grant in the amount of $5,000.00 to be used for purchasing stabilizing binoculars for the Organized Retail Crime Unit.
(Sheriff)

Attachments

Resolution

TJX Law Enforcement Grant

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A TJX LAW ENFORCEMENT GRANT IN THE AMOUNT OF $5,000.00 TO BE USED FOR PURCHASING STABILIZING BINOCULARS FOR THE ORGANIZED RETAIL CRIME UNIT.

RESOLUTION: **R-25-2-302**

REQUESTED BY: **SHERIFF**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office has been awarded a TJX Law Enforcement Grant to purchase stabilizing binoculars for the Organized Retail Crime Unit; and

WHEREAS, the Knox County Sheriff's Office desires to receive such award in the amount of $5,000.00.

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

The Knox County Commission hereby approves and authorizes the acceptance of a TJX Law Enforcement Grant in the amount of $5,000.00 to be used for purchasing stabilizing binoculars for the Organized Retail Crime Unit.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY SHERIFF'S OFFICE

Tom Spangler
Sheriff

To: TJX Law Enforcement Grant Committee

From: Hugh Holt
Director of Procurement and Grants
Knox County Sheriff's Office

Re: Letter of Intent for Law Enforcement Grant Submission

Date: August 22, 2024

The Knox County Sheriff's Office is submitting an application for consideration to the TJX Law Enforcement Grant Committee. We are requesting $5,000.00 to be used for purchasing stabilizing binoculars. If approved, the funds requested will be spent with our choice vendor. The equipment purchased will be used by our Organized Retail Crime Unit for the greater Knoxville Knox County area.

Thank you for your consideration. If you have any questions or need additional information, please let me know.

Hugh Holt
Director of Procurement and Grants
Knox County Sheriff's Office
Phone: 865.257.7753
Email: hugh.holt@knoxsheriff.org

TJX THE TJX COMPANIES, INC.
TJ maxx Marshalls HomeGoods marmaxx SIERRA

PO Box 9133
Framingham, MA 01701

REMITTANCE ADVICE
CHECK NO: 2499196
Page 1 of 1

DATE: 12/10/2024

SUPPLIER NO: 405081

INVOICE NO	DATE	PURCHASE ORDER NO	DESCRIPTION	GROSS AMT	DISCOUNT	NET AMT
G-0189	12/03/2024		TJX LP GRANT RECIPIENT - G-018	5,000.00		5,000.00
			TOTAL	5,000.00		5,000.00

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CHECK NO: 2499196

53-292
113

TJX THE TJX COMPANIES, INC.
TJ maxx Marshalls HomeGoods marmaxx SIERRA

The Bank of New York Mellon
Everett, MA 02149

DATE: 12/10/2024

CHECK AMOUNT: *******$5,000.00

PAY: ******5,000*****DOLLARS****00*****CENTS

TO THE ORDER OF
KNOX COUNTY SHERIFFS OFFICE
400 W MAIN ST
KNOXVILLE TN 37902

AUTHORIZED SIGNATURE
VOID AFTER 180 DAYS

⑈2499196⑈ ⑆011302920⑆ 023817⑈

RLA-16979 **R-25-2-303**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Allison Rogers, SHERIFF
Department:	SHERIFF
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 a donation of fourteen (14) K9 bullet and stab protective vests worth over $14,000.00 from the nonprofit organization Vested Interest in K9s, Inc.
(Sheriff)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A DONATION OF FOURTEEN (14) K9 BULLET AND STAB PROTECTIVE VESTS WORTH OVER $14,000.00 FROM THE NONPROFIT ORGANIZATION VESTED INTEREST IN K9S, INC.

RESOLUTION: **R-25-2-303**

REQUESTED BY: **SHERIFF**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Sheriff's Office has received a donation of fourteen (14) K9 bullet and stab protective vests worth over $14,000.00 from the nonprofit organization Vested Interest in K9s, Inc.; and

WHEREAS, the Knox County Sheriff's Office desires to accept this generous donation.

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

The Commission of Knox County hereby approves and authorizes the acceptance of a donation of fourteen (14) K9 bullet and stab protective vests worth over $14,000.00 from the nonprofit organization Vested Interest in K9s, Inc.

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

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-16569 **R-25-2-401**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at Martin Mill Pike (West) and Maryville Pike at Tipton Station Road. **(DEFERRED FROM JANUARY AT REQUEST OF SPONSOR)** *(previously deferred from October to November, November to December and December to Janaury at Request of Sponsor)* *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH D.R. HORTON, INC. FOR ROAD IMPROVEMENTS AT TWO INTERSECTIONS, TIPTON STATION ROAD AT MARTIN MILL PIKE (WEST) AND MARYVILLE PIKE AT TIPTON STATION ROAD.

RESOLUTION: **R-25-2-401**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, due to the ongoing and rapid suburbanization of South Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Tipton Station Road and Maryville Pike ("Intersection No. 1") requires that a new southbound left turn lane be installed on Maryville Pike for traffic turning onto Tipton Station Road, and the current intersection at Tipton Station Road and West Martin Mill Pike ("Intersection No. 2") would be best improved by the installation of a roundabout at that intersection; and

WHEREAS, D.R. Horton, Inc. (“Horton”) plans to develop the property (the "Development") on currently vacant land owned by Horton or its affiliates located at 2814 Tipton Station Road, which Development will result in an increase of traffic on a portion of Tipton Station Road and an increase of traffic at the Intersections No. 1 and No. 2 and thereby increase the need for the installation of a new southbound left turn lane at Intersection No. 1 and a roundabout at Intersection No. 2 (hereinafter altogether the "Project"); and

WHEREAS, Knox County and Horton desire to enter into a Memorandum of Understanding to provide for the Project with Knox County to oversee and coordinate the Project and Horton to pay to Knox County the total cost of the Project and a non-refundable management fee, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Horton with respect to the Project.

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

The Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at West Martin Mill Pike and Maryville Pike at Tipton Station Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with D.R. Horton, Inc. for road improvements at two intersections, Tipton Station Road at West Martin Mill Pike and Maryville Pike at Tipton Station Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND D.R. HORTON, INC.

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and **D.R. HORTON, INC.,** a Delaware corporation, 1431 Centerpoint Blvd., Suite 110, Knoxville, TN 37932 ("Horton").

WHEREAS, due to the ongoing and rapid suburbanization of South Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Tipton Station Road and Maryville Pike ("Intersection No. 1") in Knox County, Tennessee requires that a new southbound left turn lane be installed on Maryville Pike for traffic turning onto Tipton Station Road, and the current intersection at Tipton Station Road and West Martin Mill Pike ("Intersection No. 2") in Knox County, Tennessee would be best improved by the installation of a roundabout at that intersection; and

WHEREAS, Horton plans to develop the property (the "Development") on currently vacant land owned by Horton or its affiliates located at 2814 Tipton Station Road, which Development will result in an increase of traffic on a portion of Tipton Station Road and an increase of traffic at the Intersections No. 1 and No. 2 and thereby increase the need for the installation of a new southbound left turn lane at Intersection No. 1 and a roundabout at Intersection No. 2 (hereinafter altogether the "Project"); and

WHEREAS, the total cost of the Project will be paid by Horton to Knox County; and

WHEREAS, it is in the best interest of Knox County and Horton that Knox County oversee and coordinate the entire Project for the installation of the southbound left turn lane and the roundabout at the Intersections as set out above; and

WHEREAS, no certificates of occupancy shall be issued before the completion of the improvements required for Intersection No. 1; and

WHEREAS, no more than 171 certificates of occupancy shall be issued before the completion of the improvements required for Intersection No. 2; and

WHEREAS, Knox County and Horton agree that Knox County will oversee and coordinate the Project as set out below, and that Horton will pay to Knox County the total cost of said Project as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and Horton hereby agree as follows:

1) Knox County will oversee and coordinate the Project, including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on Exhibit A attached hereto and incorporated herein by reference pursuant to such construction documents.

2) Horton will reimburse Knox County for all costs generated by the Project, including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections, as shown on Exhibit A attached hereto and incorporated herein by reference pursuant to such construction documents.

3) Schedule and Scope of Payments:

a. Horton will pay 50% of the estimated engineering design and utility coordination costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.

b. The remaining balance of Horton's contribution to engineering, design, and utility coordination costs (100% of the final costs), in addition to 100% of the final costs for right-of-way and easement acquisitions, will be paid to Knox County within thirty (30) days of Knox County's acquisition of the last tract on the project.

c. Horton will pay 50% of the estimated construction costs, including utility relocations and construction inspections, within thirty (30) days of the execution of the contract between Knox County and the contractor.

d. The remaining balance of Horton's contribution to construction, construction inspections, and utility relocations (100% of the final costs) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.

4) In addition to the amounts referred to above, Horton will pay to Knox County a non-refundable management fee of $150,000.00 for Knox County's use in overseeing and coordinating the Project. Said amount will be paid upon the execution of this Memorandum of Understanding.

5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.

6) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.

7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.

8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof. Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding.

9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

10) It is understood and agreed by Knox County and Horton that the individual(s) employed by Horton shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and Horton are not partners or joint ventures.

11) Horton 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 this Memorandum of Understanding by Horton, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of Horton, its subcontractors, agents, or employees.

12) Horton shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, Horton shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

13) The parties' performance of this Memorandum of Understanding is contingent upon the resolution of any and all pending or future litigation, and any and all appeals regarding the same, regarding the Development.

14) The parties' performance of this Memorandum of Understanding is contingent upon Knox County's obtaining by condemnation or otherwise all property that is needed for the construction of the Project.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

D.R. HORTON, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Knox County Law Director's Office

Date: _____

Contract #: 24-729

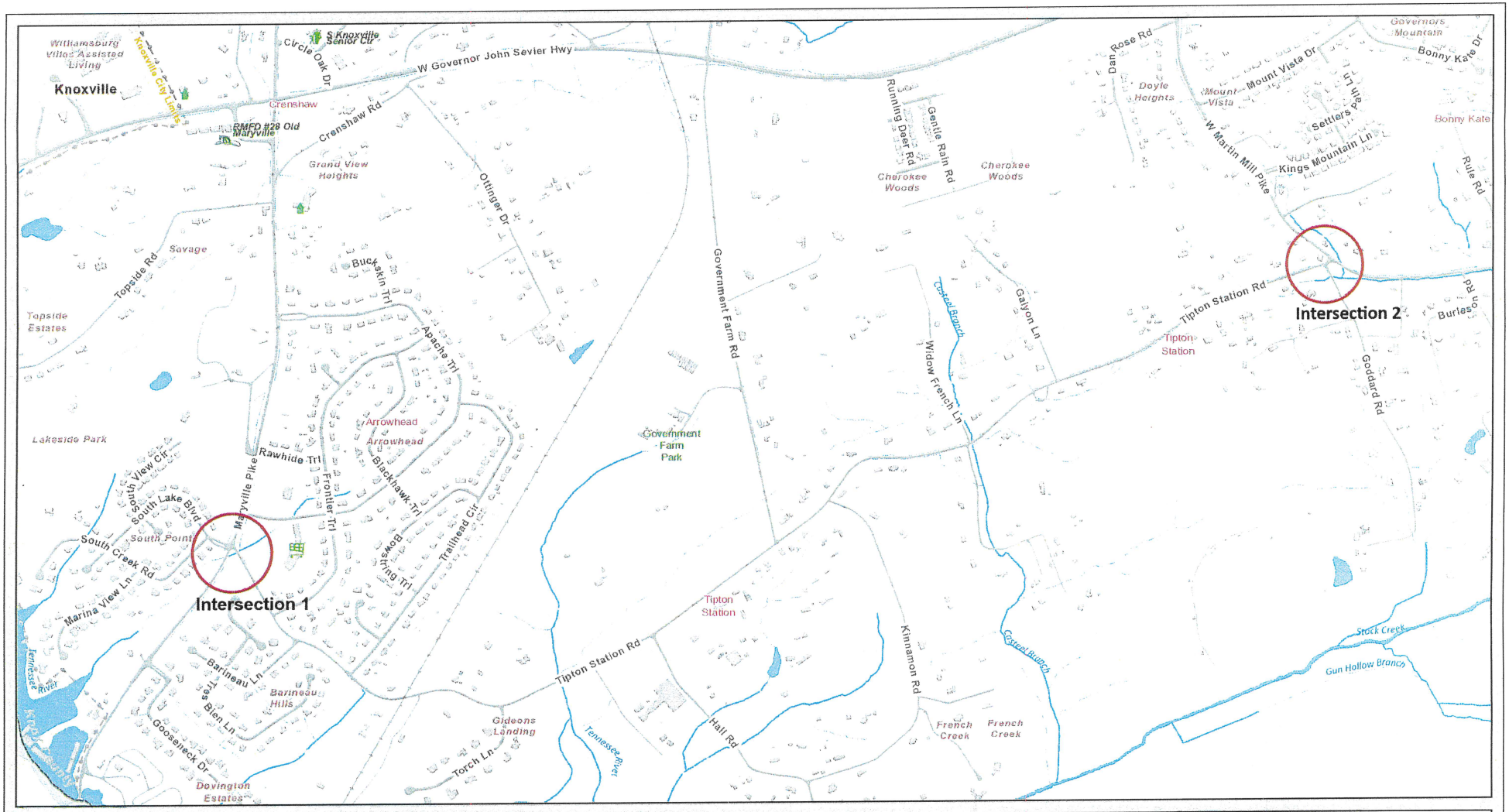


Exhibit A

Proposed Improvements

Intersection 1: Tipton Station at Maryville Pike and Intersection 2: Tipton Station at Martin Mill Pike

0 400 800 1600

Feet

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

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RLA-16917 **R-25-2-403**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Drew 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 a contract with Master Battery for the collection and recycling of waste batteries from Knox County Convenience Centers and other facilities, with compensation for some batteries and charges for others.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH MASTER BATTERY FOR THE COLLECTION AND RECYCLING OF WASTE BATTERIES FROM KNOX COUNTY CONVENIENCE CENTERS AND OTHER FACILITIES, WITH COMPENSATION FOR SOME BATTERIES AND CHARGES FOR OTHERS.

RESOLUTION: **R-25-2-403**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide for the collection and recycling of waste batteries from Knox County Convenience Centers and other facilities; and

WHEREAS, the Knox County Procurement Division requested proposals for Battery Collection Services and it has been determined that Master Battery submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Master Battery is effective for a one (1) year term beginning on March 1, 2025 and may be extended for four (4) additional one (1) year terms, which may result in a total of five (5) years; and

WHEREAS, Master Battery has the necessary qualifications to provide the services for Knox County.

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

The contract with Master Battery for the provision of battery collection services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Master Battery for the provision of battery collection services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Government

and

Master Battery

This Contract, made and entered into this ____day of _____, 2025 between Knox County Government, hereinafter referred to as "County" and Master Battery, hereinafter referred to as "Contractor".

Whereas, County requested proposals for Battery Collection Services, (Request for Proposals #3617) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive submittal meeting specifications accepted by County;

Whereas, Contractor agrees and undertakes to provide said products for County, as set forth in the Request for Proposals, and at the price quoted for said products by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by the Request for Proposals and the Contractor's proposal.

Now, therefore in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this Contract to set forth their respective rights and obligations and do mutually agree that;

Witnesseth:

1. Terms of this Contract. This Contract commences on the 1st day of March 2025 and ends the 28th day of February 2026, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. Upon the mutual agreement of the Contractor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Knox County reserves the right to obtain these products from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Request for Proposals #3617 for Battery Collection Services per the Contractor's written response (Attachment B) pursuant to all payments being subject to the County's review and approval.

3. Invoicing and reporting requirements. Contractor shall invoice Knox County upon the successful completion of a particular project as detailed in Request for Proposals #3617. Invoices shall be sent to the address listed on the Purchase Order for the ordering department.

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior specific written permission of County.

Should the Contractor fail to provide Battery Collection Services detailed herein, County will communicate the **problem(s) to the Contractor** both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. **The Contractor shall** rectify the problem within an agreed upon timeframe. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least ninety (90) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

4. Appropriations. In the event no funds are appropriated for the Battery Collection Services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

6. Independent contractor. Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

7. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Battery Collection Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

8. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

9. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

11. Right to inspect. County reserves the right to make periodic inspections of the manner and means the products are provided and/or services are performed.

12. Nondiscrimination and non-conflict statements. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

13. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

14. Contractor shall indemnify**,** defend, save and hold harmless, County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, suppliers, agents or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents, or employees.

15. Delivery. Contractor shall render Battery Collection Services for Knox County in accordance with Request for Proposals #3617.

16. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3617
B. Contractor's Response to Request for Proposals #3617

In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) this Contract, (2) Attachment A, (3) Attachment (B).

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

Knox County Government

by: _____

Glenn Jacobs
Knox County Mayor

Master Battery

by: _____

Name: _____

Title: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

_____Date

Attachment A

Request for Proposals #3617

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Battery Collection Services** as specified herein. Proposals must be received by **2:00 p.m.** on **January 7, 2025**. Late proposals will neither be considered nor returned.

Deliver Proposal To:

Proposal Number 3617
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

Proposal Envelope must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Brian Hubbs, Construction and Contract Specialist, at 865-215-5753. Additional information requests and questions may be emailed to brian.hubbs@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Vendors shall hold their proposal firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals. Proposers must strictly adhere to the proposal format.

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call 1-866-858-4443 (toll-free). You can also file a report online by accessing http://www.knoxcounty.org/hotline/index.php.

Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, who presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis or by multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses who have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services. If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
Knox County Procurement
Telephone: 865-215-5760
Fax: 865-215-5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation. Knox County's Non-Conflict of Interest Policy is available for review at https://www.knoxcounty.org/purchasing/conflict_policy.php.

1.8 **COPIES:** Knox County **requires** that all proposals submitted with one (1) **marked original** and two (2) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD or flash drive.

1.9 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor **must** comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

1.10 **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor default be due to a failure to perform Knox County reserves the right to remove the Contractor from the County's proposer's list for twenty-four (24) months.

1.11 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price**. There will be no extra hidden charges. Delivery must be "free on board" to the County department.**

1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, Knox County's Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submissions are strictly prohibited. All proposals must be submitted in hard copy format to the address listed in this solicitation.

1.13 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "KnoxBuys." The system provides our clients (vendors, County departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments.

In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line procurement system, "KnoxBuys", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.14 **INCURRED COSTS:** Knox County will not be liable in any way for costs incurred by any proposer in the preparation and submission of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any required meetings, discussions or negotiations. If any oral presentations are required, Knox County advises vendors to be thorough and complete in submission of information.

1.15 **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.

1.16 **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing orders for products/services. The first is the use of Purchase Orders. These Purchase Orders will be issued from Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County purchasing card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

1.17 **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.

1.18 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days may be required to process invoices for payment.

1.19 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.

1.20 **PROPOSAL DELIVERY:** Knox County **requires** proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Knox County shall not be responsible for deliveries of proposals to addresses other than address listed in this solicitation.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g.: envelopes, boxes, tape) for submittals.

1.21 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

- Be submitted on recycled paper,
- Not include pages of unnecessary advertising,
- Be made on both sides of each sheet of paper.

1.22 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition.

Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **December 20, 2024 at 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.23 **SIGNING OF PROPOSALS:** When submitting your proposal, in order to be considered, all proposals **must** be signed. Please sign the original in blue ink.

1.24 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.25 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Non-discrimination in Federally Assisted Programs" - "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

1.26 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.27 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** **must** be registered with the Procurement Division. A vendor application may be submitted online at www.knoxcounty.org/procurement. Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their proposal.

1.28 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **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.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this RFP, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint submittal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. Proposers must submit with their proposals a completed **Exhibit C**, Affidavit of Compliance Iran Divestment Act/No Boycott of Israel.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. Proposers must submit with their proposals a completed **Exhibit C**, Affidavit of Compliance Iran Divestment Act/No Boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin or any individual trait or characteristic found to be an illegal consideration, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

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

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposals (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

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 offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of their signed proposal that they are current in its respective Federal, State, County and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** County may terminate this agreement with or without cause, upon written notice of not less than thirty (30) calendar days. 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. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of this proposal is to convey to prospective proposers the type and quality of Battery Collection Services at various locations as desired by the Knox County Solid Waste department. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS/DELETIONS:** Knox County reserves the right to add services to this agreement or delete services that have become obsolete in demand.

3.4 **AWARD STATUS:** Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of each awarded Vendor and Knox County, the contract may be extended for four (4) additional one (1) year terms. This may result in a total of five (5) years. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these items/services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **CERTIFICATION:** Contractor shall maintain all applicable state and federal certifications required to provide this type of service. Contractor's equipment operators shall be certified in the proper operation of the equipment they will provide. Copies of current certifications shall be included in their proposal.

3.6 **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.

3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Successful proposer agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, ordinances, rules and regulations applicable to the business to be conducted under this Contract. If the vendor performs any work knowing it to be contrary to such codes, laws, ordinances, rules and regulations, the vendor shall bear all costs arising from them.

3.8 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the Contractor(s). 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 (1) 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.

3.9 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful Vendor(s). The Contract must be voted on by the Knox County Commission and receive a majority vote. The successful Vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the equipment provided and services performed. Adequate notification will be given by Knox County Procurement Division if the Vendor(s) will need to attend the meeting(s). There shall be no cost to Knox County for attendance at this meeting. The Knox County Procurement Division will draft the Contract. The Knox County Procurement Division **will not** accept any vendor's Contract. If these types of Master Agreements, Service Agreements, Terms of Agreements or other submitted Contract agreements are submitted, they **will** be rejected.

3.10 **CONTRACTOR'S DUTIES:** All work performed under this Contract shall be performed in accordance with all provisions of these specifications or plans and must be approved in writing by the owner or their representative. The Contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of proposal and shall be held responsible for all information available through such inspections. The Contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans.

The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the Contractor due to such conflict. Failure of the Contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

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

Capabilities	40 Points
Program Plan	30 Points
Cost	20 Points
Experience	10 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted Responsive and responsible proposals. Each evaluator will have the ability to award up to 100 points, based on Evaluation Criteria, per submission.

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

3.13 **EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions in their proposal response. Failure to indicate any exceptions shall be interpreted as the vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Section V, Part IX of the submittal.

3.14 **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

3.15 **INSURANCE:** The successful proposer(s) must carry the insurance as indicated on the Insurance Checklist attached hereto as **Exhibit B**. As proof of the vendor's willingness to obtain and maintain the insurance, the proposer must complete, sign and have its insurance agent sign the attachment and submit it with their proposal.

Upon the Notification of Intent to Award and prior to the Contract being fully executed, the successful vendor will be required to submit a Certificate of Insurance (COI) with the specified coverage and listing Knox County as additional insured; Endorsement Page(s) shall be included. It shall be the successful vendor's responsibility to keep a current COI and Endorsement Page(s) on file with Knox County Procurement as long as the Contract is in effect.

3.16 **INTERPRETATION:** No oral interpretation will be made to any proposer regarding the meaning of specifications. All questions are to be submitted in writing or electronically (Email) and will be answered in the form of an Addendum to the solicitation by the Knox County Procurement Division.

3.17 **INVOICE REVIEW:** Knox County shall review all invoices for adherence to the terms and conditions of the Contract, variations from the Contract and Contract pricing are strictly prohibited. Any variations found on the invoice will result in the rejection of those invoices. Rejected invoices will be returned to the Contractor(s) for correction. If a discount for prompt payment is offered, the timeline does not commence until Knox County receives the invoice.

3.18 **INVOICE REQUIREMENTS:** Knox County is requesting invoices show the following detail to help expedite review and payment. The Contractor(s) may be required to modify invoicing procedures to show the detail. All potential Contractor(s) are hereby cautioned that Knox County will only pay from original invoices and not facsimiles or copies. Invoices which do not adhere to these details may be returned to the Contractor for correction.

3.18.1 Each invoice must show the amount due to the Contractor by Knox County.
3.18.2 All invoices shall be submitted within thirty (30) days of work being performed.
3.18.3 Each invoice must show: date, site, type and quantity of batteries collected, and services provided.
3.18.4 Invoices are to be original and uniquely pre-numbered.
3.18.5 Submit original invoice and one (1) exact copy.
3.18.6 Invoices that do not show this information are subject to rejection.

Knox County requests that electronic invoices be easy to read and understand. Each participating agency to this Contract may require different invoicing information and procedures. This information and procedures shall be provided to the successful Contractor(s) prior to Contract execution. There shall be no additional charges for this information and procedures to be included.

Invoices shall be sent to the "Bill To" address printed on the Purchase Order. Each department or division of Knox County is responsible for its own budget. Departments cannot charge or pay bills for another department. Therefore, it is critical that your business invoices specify the department that desires to purchase from you. Do not credit payments to any other department's account. Invoices must be submitted in triplicate and must match the corresponding Purchase Order number. There shall be no component billing. If a complete invoice, submitted in accordance with the guidelines stipulated herein, remains unpaid after thirty (30) days, contact the appropriate department listed in the "Bill To" section of the Purchase Order to determine its status.

3.19 **NEGOTIATION:** Knox County may select a successful proposer on the basis of initial offers received without discussions. Therefore, each proposal shall contain the proposer's best terms from a service and cost standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated proposer. If Knox County and the selected proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated proposer. This process will continue until a Contract has been executed or all proposals have been rejected. No proposer shall have any rights against Knox County arising from such negotiations.

3.20 **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.

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

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

3.23 **PRE-PROPOSAL CONFERENCE:** There will be a non-mandatory pre-proposal conference on **December 18, 2024.** This pre-proposal conference will be at the Knox County Procurement Division Conference Room, 1000 North Central Street, Suite 100, Knoxville, TN 37917, and begin promptly at **10:00 a.m. local time.** All vendors are cautioned that nothing is legal or binding on Knox County unless stated in writing. Please bring a copy of the Request for Proposals with you.

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

- **a.** Continue with the existing prices;
- **b.** Request a lower price increase;
- **c.** Not accept the renewal offer.

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

3.25 **PROPOSAL EVALUATION:** In evaluating the proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or all, of the successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County.

3.26 **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 that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.

3.27 **QUANTITIES:** Knox County does not guarantee any quantities to be ordered at any one particular time. There shall be no minimum order requirements from the vendors as this agreement is on an "as needed" basis.

3.28 **REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical, defect or clerical error in any proposal, as the interests of the Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal to be acceptable or that another proposal was deemed to be more advantageous to Knox County for the particular services proposed.

3.29 **REMOVAL OF VENDOR'S EMPLOYEES:** The successful Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the successful Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued association under this contract is inconsistent with the interest of Knox County.

3.30 **REVENUE:** Vendors will submit pricing that may result in revenue paid to Knox County for the recovery of batteries. A check for the revenue generated must be sent back to Knox County within thirty (30) days after the calendar month has passed. For example, for services provided in January, a check must be sent to Knox County by March 1st. Checks shall be made payable to Knox County and shall be sent to the department and/or departments disposing of the batteries described herein. Each department shall be paid separately. Under no circumstances shall any payment be issued in cash nor shall any payment be made payable to any individual person or agency other than Knox County.

3.31 **SAFETY AND PROTECTION:** The Contractor(s) shall exercise good safety precautions while performing the services required in this solicitation. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970 and the revisions thereto. The Contractor(s) shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. The Contractor(s) shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. All work is to be done as required by TOSHA, OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the Contract operations have commenced until the final acceptance of the work by the department designee. Contractor(s) shall be required to furnish their employees with the proper personal protective clothing and equipment. Contractor(s) shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

Contractor(s) will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, appurtenances, equipment, and furnishings shall be protected by the vendor from damage, which might be done or caused by works performed under this contract. Such damages to the foregoing shall be repaired and / or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the vendor.

3.32 **SAFETY EFFORTS:** The Contractor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, buildings, and construction codes must be observed. Machinery, equipment, and all other hazards must be guarded or eliminated in accordance with the safety provisions of the **Manual of Accident Prevention in Construction** to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.33 **SAFETY TRAINING:** The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with Tennessee Occupational Safety Regulations and any other Regulatory Agency.

3.34 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **December 20, 2024 @ 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.35 **THIRD PARTY CONTRACTORS:** Contractors who submit a proposal and plan on using a third party for providing any service for their proposal, must have expressed written approval from Knox County before proceeding with the service. Contractors and their third party must adhere to all terms and conditions set forth for this proposal. Knox County will not have any contractual liability for any third-party Contractors. List all third party contractors that may be used for providing services.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County seeks a qualified contractor to provide a turnkey solution for the collection and recycling of several types of batteries collected at County facilities. The selected contractor will be responsible for all aspects of battery collection, processing, recycling, and proper disposal, with a preference for a revenue-positive arrangement. The contractor will regularly service County facilities, collecting batteries and compensating the County based on current market values. Invoices must include itemized pricing for each location.

4.2 **PROPOSER REQUIREMENTS:** The following are minimum requirements each Proposer must demonstrate:

4.2.1 CAPABILITIES:

- Proposers must demonstrate their ability to collect and process the battery types listed in Section 4.10, ensuring they can manage a broad range of materials.
- Proposers must provide an overview of the resources and equipment available, including trucks, staff, and specialized tools needed to meet Knox County's requirements.
- Proposers must show their capacity to handle increased service demands or emergency pickups, outlining how your operations support flexibility and scalability. Include details of any relevant certifications or licenses specific to battery management and recycling.

4.2.2 EXPERIENCE:

- Proposers must provide a detailed overview of their company's experience, specifying the number of years in battery collection, transport, recycling, or disposal.
- Proposers must give an in-depth description of your company's operations, with a focus on the roles and responsibilities of key personnel.
- Proposers are to highlight past projects or contracts that demonstrate your company's capacity to deliver high-quality service, particularly in battery recycling and hazardous material management.

4.2.3 PROGRAM PLAN:

- Proposers must provide a comprehensive description of their services, detailing the methods and frequency they propose for collecting batteries from Knox County facilities.
- Proposers must include the process for recycling, processing, and disposing of the batteries.
- Proposers must indicate whether they will supply and maintain collection stations, explaining their design, functionality, safety features, and user-friendly signage as described in Section 4.5.
- Proposers must describe the capacity to deliver timely hauling services. Agreed upon schedule to be determined between Knox County and the awarded vendor.
- Proposers must outline the method for submitting monthly reports that summarize collection activities, including quantities, associated costs, and/or potential revenue.

4.3 **COST:** Knox County is requesting Proposers to submit pricing for the items in the cost sheet, **Exhibit A**. Proposers must further supply the methodology used to calculate prices. Prices should be based on the market value as of **December 1, 2024**. To evaluate this proposal, proposers will be assessed using estimated quantities that reflect a typical collection of batteries from Convenience Centers. The evaluation will consider the total value and cost of the service, combining both revenue and expenses to determine overall cost-effectiveness.

A positive number indicates Contractor will pay the County, a negative number indicates a charge to the County, and zero indicates no charge. Knox County reserves the right to negotiate pricing or other types of batteries to be collected once the successful proposer(s) is chosen.

4.4 **CONTRACTOR'S RESPONSIBILITIES:** At their own expense, the contractor will:

- Collect, transport, process, recycle, and dispose of all batteries from County facilities.
- Prioritize battery recycling or asset recovery when feasible.
- Compensate the County for collected batteries where applicable, based on market values.
- Provide and maintain collection stations with clear, user-friendly signage for County residents.
- Cover costs for the disposal of non-recyclable or residual materials.
- Offer timely hauling services and establish a mutually agreed-upon pick-up schedule.
- Utilize a ticket system detailing the date, site, type, and quantity of batteries collected. Tickets should be signed by a Knox County representative at the time of collection.
- Submit monthly reports that match the collection tickets, summarizing collections, payments, and/or revenue.
- Provide itemized invoices for any costs incurred by Knox County, detailing the services provided and the associated charges.

- Permit inspections of any facilities involved in the handling, storage, transport, processing, or disposal of collected batteries.
- Comply with all applicable local, state, and federal environmental laws, ordinances, and regulations related to battery collection, transportation, recycling, and disposal.
- Provide required reporting, including data for the Knox County Annual Solid Waste Progress Report to TDEC per T.C.A. § 68-211-871, within 15 business days of the request.

4.5 **COLLECTION STATIONS:** Contractors must propose a system for collection stations at Knox County facilities, taking into account the existing setup, which includes a locking metal cage for larger batteries (such as lead-acid automotive batteries) to prevent theft. The cage is designed to fit on top of a standard pallet. Additionally, smaller batteries are collected in designated buckets. Contractors are encouraged to suggest enhancements or alternatives to this system and should provide user-friendly signage to guide center users on proper battery disposal.

4.6 **KNOX COUNTY RESPONSIBILITIES**: Knox County will provide for the Contractor:

- A paved or gravel driveway that would lead from the entrance and exit gate(s) to a public road and an area or pad of adequate surface area for each recycling reuse collection storage area/container.
- Sufficient outside lighting.

4.7 **METHODOLOGY:** Proposers should provide both potential costs and revenues, along with a detailed pricing methodology for each battery type listed in Section 4.10. This should include any specific charges or credits for different battery types. Price may be based on units or weight (e.g. per battery or pound), with clear explanations of market-based price adjustments or asset recovery credits. Where applicable, indicate if the County will be compensated for certain battery types. Outline any circumstances where handling specific materials may incur costs and specify how both payments to the County and charges for services will be calculated.

4.8 **NON-CONFORMING MATERIAL:** Both parties acknowledge the potential for non-conforming materials to be placed in collection containers. In such instances, both parties will work cooperatively to identify the nature, scope, and potential impacts of the non-conforming material on waste processing or disposal operations. If handling the material incurs costs, the parties agree to share these equitably. The receiving party must promptly notify the other party of the non-conforming material, allowing for inspection and testing. Both parties will collaborate on corrective actions. Any liability arising from non-conforming material will follow the contract's relevant provisions.

4.9 **SOURCES OF MATERIAL:** Batteries will be collected from the following Knox County facilities:

Carter Convenience Center	8815 Asheville Highway
Dutchtown Convenience Center	10618 Dutchtown Road
Halls Convenience Center	3608 Neal Drive
John Sevier Convenience Center	1950 West Governor John Sevier Highway
Karns Convenience Center	6930 Karns Crossing Lane
Powell Convenience Center	7311 Morton View Lane
Tazewell/Gibbs Convenience Center	7201 Tazewell Pike
Engineering and Public Works	205 W. Baxter Avenue

Knox County reserves the right to add additional collection locations as the need arises.

4.10 **TYPES OF BATTERIES COLLECTED:** Knox County seeks proposals for the collection of the following battery types. Proposers are encouraged to address their ability to handle each of the following in their submissions:

- Lead-acid automotive and motorcycle batteries
- Sealed marine deep-cycle batteries
- Rechargeable AA, AAA, C, D, and 9-volt batteries
- Button cell batteries (e.g., from watches, hearing aids)
- Lithium-ion batteries (e.g., from laptops, phones)
- Nickel-cadmium (NiCad) and nickel-metal hydride (NiMH) batteries
- Zinc-carbon and alkaline batteries
- Consumer electronics batteries (e.g., from hoverboards, shavers, toothbrushes)
- Rechargeable power tool batteries
- Non-rechargeable AA, AAA, C, D, and 9-volt batteries

SECTION V PROPOSAL FORMAT

Proposers shall use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer. Knox County requires that proposals being submitted be one (1) marked original and two (2) exact copies. An electronic copy on CD/DVD or flash drive, in one complete file, is also required.

Part I **SIGNED (in blue ink) TRANSMITTAL LETTER AUTHORIZING THE PROPOSAL**

Part II **PROPOSER INFORMATION**

- Company Name, Address, and telephone numbers
- Contact name(s), telephone number(s), and current email address(es)
- Proposers Vendor Number as assigned by Knox County Procurement Division
- Proposer's Knox County Business License (if applicable)
- Proposer's Employer Identification Number (EIN)
- Copies of all licenses, permits and professional certifications for company and employees
- Acknowledgment of Addenda (if applicable)

Part III **CAPABILITIES:**

Proposers must demonstrate their ability to collect and process various battery types as described in Section 4.2.1 and Section 4.10, ensuring they can manage a broad range of materials. Provide an overview of the resources and equipment available, including trucks, staff, and specialized tools needed to meet Knox County's requirements. Explain your company's capacity to handle increased service demands or emergency pickups, outlining how your operations support flexibility and scalability. Include details of any relevant certifications or licenses specific to battery management and recycling.

Part IV **PROGRAM PLAN:**

Proposers should provide a comprehensive description of their services, detailing the methods and frequency they propose for collecting batteries from Knox County facilities as detailed in Section 4.2.3. Include the processes for recycling, processing, or disposing of the batteries. Proposers must indicate whether they will supply and maintain collection stations, explaining their design, functionality, safety features, and user-friendly signage, refer to Section 4.5. Describe the capacity to deliver timely hauling services, adhering to an agreed-upon schedule. Outline the method for submitting monthly reports that summarize collection activities, including quantities, associated costs, and/or potential revenue.

Part V **COST:**

Proposers must submit their pricing as per Section 4.3 in the attached Exhibit A.

Part VI **EXPERIENCE:**

Per Section 4.2.2, proposers should provide a detailed overview of their company's experience, specifying the number of years in battery collection, transport, recycling, or disposal. Include an in-depth description of your company's operations, with a focus on the roles and responsibilities of key personnel. Highlight past projects or contracts that demonstrate your company's capacity to deliver high-quality service, particularly in battery recycling and hazardous material management.

Part VII **ATTACHMENTS**

- Submit the completed Cost Sheet (Exhibit A).
- Submit the completed Insurance Checklist (Exhibit B).
- Submit the completed Affidavit of Compliance with the Iran Divestment Act/No Boycott of Israel (Exhibit C).

Part VIII **ADDITIONAL INFORMATION**

Proposers may submit additional information that may add value to their proposal.

Part IX **EXCEPTIONS**

Proposers are to include any and all exceptions taken to this solicitation under this part. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to include any of the above information or any other information requested may result in the proposer being disqualified.

EXHIBIT A
COST SHEET
RFP NUMBER 3617

TYPE OF BATTERY	Will You Accept Material (YES or NO)	*PRICE/COST PER POUND AS OF DECEMBER 1, 2024	COST METHODOLOGY
Lead Acid Automotive and Motorcycle Batteries			
Sealed Marine Deep-Cycle Batteries			
Rechargeable AA, AAA, C, D and 9-Volt Batteries			
Button Cell Batteries (e.g. from watches, hearing aids)			
Lithium-Ion Batteries (e.g. from laptops, phones)			
Nickel-Cadmium (NiCad) and Nickle-Metal Hydride (NiMH) Batteries			
Zinc-Carbon and Alkaline Batteries			
Consumer Electronic Batteries (e.g. from hoverboards, shavers, toothbrushes)			
Rechargeable Power Tool Batteries			
Non-Rechargeable AA, AAA, C, D and 9-volt Batteries			
Other:			
Other:			

*** A POSITIVE NUMBER INDICATES PRICE THE VENDOR WILL PAY KNOX COUNTY; A NEGATIVE NUMBER INDICATES THE COST KNOX COUNTY WILL BE CHARGED AND A ZERO INDICATES NO CHARGE.**

EXHIBIT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3617

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

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 POLICY PROJECT LOC	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
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00
		PROFESSIONAL LIABILITY	
NO NO NO 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. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

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:** _____

EXHIBIT C
RFP 3617

AFFIDAVIT OF COMPLIANCE WITH

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes _____, for and on behalf of
(*Printed name of Principal Officer of Company)*

_____, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

_____
Signature

Title: _____

Sworn to and subscribed before me, a Notary Public, this ____ day of _____, 20___.

_____

Notary Public
My Commission Expires:

_____

Attachment B

Contractor's Response to Request for Proposals #3617

12/20/2024

Brian Hubbs

Knox County Procurement Division

Dear Mr. Hubbs,

We are submitting our proposal for 3617 Battery Collection Services. The attached proposal Contains all requirements outlined in Proposal 3617 Battery Collection for the completedBid package.

Regards,

Paul Anderson

Government Specialist

508-258-4557



Proposer Information

- Master Battery 2217 Callahan Drive Knoxville TN 37912 865-947-1500
- Paul Anderson 508-258-4557 panderson@northeastbattery.com
- Mike Hammond 865-776-6236 mhammond@masterbattery.com
- 86024
- 83-3975668

COMMERCE AND INSURANCE

TRI-STATE BATTERY & ALTERNATOR, LLC

ID NUMBER: 692 1713
LIC STATUS: ACTIVE
EXPIRATION DATE: February 21, 2025

SCRAP METAL DEALER REGISTRATION PROGRAM
SCRAP METAL BUSINESS DEALERSHIP
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

TRI-STATE BATTERY & ALTERNATOR, LLC
489 Washing St.
Ste 102
AUBURN MA 01501

13326398

State of Tennessee

SCRAP METAL DEALER REGISTRATION PROGRAM
SCRAP METAL BUSINESS DEALERSHIP
TRI-STATE BATTERY & ALTERNATOR, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 692
LIC STATUS: ACTIVE
EXPIRATION DATE: February 21, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Part III **Capabilities**

We have dedicated staffing for our biweekly pickup of all recycled battery items and proper storage for all different types. We have the capability to do unscheduled pickup upon request if there is ever a need beyond our normal schedule. We also will provide labeled containers to each facility to ensure proper recycled items are stored correctly. We use our van to do normal pickups as we have a larger box truck if ever a need to pick up larger batteries such as but not limited to forklift batteries if each facility provides equipment to load. We are a certified recycling branch that can handle all battery items except for EV Batteries.

Part IV **Program Plan**

Our facility has been set up to separate and organize all types of batteries then boxed and weighed to ship to licensed and certify recycling smelter. We ship out all recycled items by truck load twice per month. As we pick up recycled items, we ensure they are properly separated and labeled as well as clean up pick up area at each facility. We pay .10 per pound for all lead acid batteries and we charge $3.00 per lb on all lithium, nicad, and alkaline batteries. Some specialty type batteries that are the size of a muffler and even look like a muffler, cost can be $1500 to dispose of and may be labeled as Alkaline but are Lithium Batteries.

Part VI **Experience**

We have been recycling for over 40 yrs in Knoxville and are fully trained in all battery recycling. We recycle approximately 80k lbs a month collected from various businesses here in Knoxville and surrounding areas. All scheduling for pick up and distribution is controlled by Branch Manager Mike Hammond. We have successfully been operating the Knox County Battery Collection services contract for multiple years.

EXHIBIT A
COST SHEET
RFP NUMBER 3617

TYPE OF BATTERY	Will You Accept Material (YES or NO)	*PRICE/COST PER POUND AS OF DECEMBER 1, 2024	COST METHODOLOGY
Lead Acid Automotive and Motorcycle Batteries	Yes	+ $0.10	Master Battery to pay Knox County $0.10lb for lead acid Batteries
Sealed Marine Deep-Cycle Batteries	Yes	+ $0.10	Master Battery to pay Knox County $0.10lb for lead acid Batteries
Rechargeable AA, AAA, C, D and 9-Volt Batteries	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Alkaline/Zinc batteries
Button Cell Batteries (e.g. from watches, hearing aids)	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Lithium Ion batteries
Lithium-Ion Batteries (e.g. from laptops, phones)	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Dry NiCd batteries
Nickel-Cadmium (NiCad) and Nickle-Metal Hydride (NiMH) Batteries	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Alkaline/Zinc batteries
Zinc-Carbon and Alkaline Batteries	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Alkaline/Zinc batteries
Consumer Electronic Batteries (e.g. from hoverboards, shavers, toothbrushes)	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Lithium Ion batteries
Rechargeable Power Tool Batteries	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Lithium Ion batteries
Non-Rechargeable AA, AAA, C, D and 9-volt Batteries	Yes	- $3.00	Knox County to pay Master Battery $3.00lb for Alkaline/Zinc batteries
Other: Non-conforming Item Fee	Yes	Quarterly non-Conforming Item fee for items we pick up and recieve a smelter charge.	
Other:		We will work with Knox County employees to educate them on acceptable versus non conforming items	

*** A POSITIVE NUMBER INDICATES PRICE THE VENDOR WILL PAY KNOX COUNTY; A NEGATIVE NUMBER INDICATES THE COST KNOX COUNTY WILL BE CHARGED AND A ZERO INDICATES NO CHARGE.**

EXHIBIT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
RFP NUMBER 3617

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100.000 PER DISEASE $500.000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE X OCCUR	EACH OCCURRENCE	$ 1,000,000
			FIRE LEGAL LIABILITY	$ 100,000
			MED EXP (Per person)	$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$ 1,000,000
		POLICY PROJECT LOC	GENERAL AGGREGATE	$ 2,000,000
			PRODUCTS-COMPLETED OPERATIONS/AGGREGATE	$ 2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000.00	
		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. THE COUNTY SHALL BE LISTED AS ADDITIONALLY INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSEMENT PAGE(S) MUST BE PROVIDED FOR EACH CERTIFICATE OF INSURANCE AS LONG AS THE CONTRACT IS IN EFFECT.

22. THE CERTIFICATE OF INSURANCE SHALL SHOW THE RFP NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE.

AGENCY NAME: Marsh & McLennan Agency **AUTHORIZING SIGNATURE:** Jeffrey Cyr

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

PROPOSER NAME: Master Battery **AUTHORIZING SIGNATURE:** Paul Anderson

EXHIBIT C
RFP 3617

AFFIDAVIT OF COMPLIANCE WITH

IRAN DIVESTMENT ACT / NO BOYCOTT OF ISRAEL

Comes Paul Anderson, for and on behalf of
(*Printed name of Principal Officer of Company)*

Master Battery, (the "Company") and, after being duly authorized by the Company so to do, makes oath that:

By submission of this solicitation, each person signing on behalf of any offeror certifies, and in the case of a joint partnership, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106.

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Signature

Title: Government Specialist

Sworn to and subscribed before me, a Notary Public, this 20th day of December, 2024.

Michelle Marie Guaragno

Notary Public
My Commission Expires:
11/9/2029

MICHELLE MARIE GUARAGNO NOTARY PUBLIC MY COMMISSION EXPIRES 11.9.2029 COMMONWEALTH OF MASSACHUSETTS

Michelle Marie Guaragno
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
11/9/2029

RLA-16978 **R-25-2-404**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Drew Thurman, SOLID WASTE
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 a contract with Phillips and Jordan, Inc. to provide emergency debris removal services in the event Knox County experiences a major disaster resulting in an overwhelming amount of debris.
(Engineering and Public Works)

Attachments

Resolution
Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CONTRACT WITH PHILLIPS AND JORDAN, INC. TO PROVIDE EMERGENCY DEBRIS REMOVAL SERVICES IN THE EVENT KNOX COUNTY EXPERIENCES A MAJOR DISASTER RESULTING IN AN OVERWHELMING AMOUNT OF DEBRIS.

RESOLUTION: **R-25-2-404**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County desires to have a contractor provide emergency debris removal services in the event Knox County experiences a major disaster resulting in an overwhelming amount of debris; and

WHEREAS, the Knox County Procurement Division requested proposals for this purpose and it has been determined that Phillips and Jordan, Inc. submitted the proposal that is most responsible and responsive and best conforms to the specifications and needs of Knox County; and

WHEREAS, the proposed contract with Phillips and Jordan, Inc. is effective for a one (1) year term beginning on March 1, 2025 and may be extended for four (4) additional years, one (1) year at a time, which may result in a total of five (5) years; and

WHEREAS, Phillips and Jordan, Inc. has the necessary qualifications to provide the services for Knox County.

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

The contract with Phillips and Jordan, Inc. for the provision of emergency debris removal services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the contract with Philips and Jordan, Inc. for the provision of emergency debris removal services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Knox County Tennessee

and

Phillips and Jordan, Inc.

This Contract made and entered into between Knox County, Tennessee, hereinafter referred to as the "County" and Phillips and Jordan, Inc., hereinafter referred to as "Contractor".

Whereas, the County requested qualifications for Emergency Debris Removal for Knox County Government (Request for Proposals #3612) and;

Whereas, Contractor agrees and undertakes to provide said services for the County, as set forth in the Request for Proposals. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects to be governed by the Request for Proposals 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. Term of this Contract. This Contract commences on the 1st day of March 2025 and ends the 28th day of February 2026 unless terminated in conformity with the terms of this Contract as contained in paragraphs 5 and 6. Upon the mutual agreement of the Contractor and the County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The County reserves the right to purchase these goods/services from other sources if the need arises. The County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

2. Payment. The County shall pay Contractor the amounts as agreed upon in the County's Request for Proposals for the Emergency Debris Removal per the Contractor's response to Request for Proposals #3612 and the negotiated cost; pursuant to all payments being subject to the County's review and approval. The Contractor shall receive, upon the need of the County, written notification to proceed. The Contractor shall pursue all work diligently until completion as directed by the County.

3. Amendments. Any and all amendments to the Contract shall be reviewed by the Knox County Procurement Division. The County and Contractor must mutually agree to any changes to the agreed upon fees as set out in the Contractor's response.

4. Invoicing and reporting requirements. Contractor shall invoice the County for the Emergency Debris Removal pursuant to Request for Proposals #3612.

5. Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty (30) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Should the Contractor fail to provide the Emergency Debris Removal detailed herein, the County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the Contractor was contacted. The Contractor shall rectify the problem within the time frame established by the County. If the same or other problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give the County at least thirty (30) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

6. Appropriations. In the event no funds are appropriated by the County for these services in any fiscal year or insufficient funds exist to provide the services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

7. Independent contractor. Contractor acknowledges that Contractor, its agents and employees serve as independent contractors and that the County shall not be in any manner responsible for any payment, insurance, or incurred liability, except as set forth in this Contract.

8. Compliance with all federal, state, and municipal laws. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of the Emergency Debris Removal , and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. Severability clause. If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

10. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of the County.

11. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

12. Right to inspect. The County reserves the right to make periodic inspections of the manner and means the services are performed.

13. Nondiscrimination statement. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

14. Books and records. Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this Contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

15. Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, 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.

16. Delivery. Contractor shall render the Services for the County in accordance with the terms of the Contract and the Contractor's Proposal.

17. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

18. Limitations of liability. In no event shall the County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if advised of the possibility of such damages. The total aggregate liability of Contractor, regardless of whether such liability is based on contract, tort, strict liability, breach of warranty, or otherwise, in connection with the performance of the services or otherwise under this Contract, shall be limited to the fees actually received by the Contractor in respect of the services provided hereunder. Contractor shall be solely responsible for all of the liabilities and obligations under this Contract, whether or not performed in whole or in part by the Contractor, any affiliate of the Contractor, any other Contractor Firm, or any subcontractor.

19. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

A. Request for Proposals #3612 and Addendum I
B. Contractor's Response to Request for Proposals #3612 and Addendum I

It is agreed that this Contract represents the **entire Contract** between the parties and no prior representations, promises, and agreements, oral or otherwise, not embodied herein shall be of any force or effect.

In witness whereof, the parties hereto have caused this Contract to be executed in one original as of the latest day and year written below.

Knox County, Tennessee

by: _____

Glenn Jacobs
Knox County Mayor

Date: _____

Contract #: _____
Approved as to Legal Form:

_____
Knox County Law Director's Office

Phillips and Jordan, Inc.

by: _____

Name: _____

Title: _____

Date : _____

_____Date

OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

ADDENDUM I
REQUEST FOR PROPOSAL 3612
EMERGENCY DEBRIS REMOVAL

ADDENDUM DATE: November 21, 2024

BUYER: Jay Garrison, CPPO, CPPB

ORIGINAL CLOSING DATE: December 5, 2024 at 2:00 PM

THE FOLLOWING IS FOR CLARIFICATION:

QUESTION 1: Please provide the names and titles of the evaluation committee members.

ANSWER 1: All information regarding the evaluation process is closed until after an Intent to Award is sent to the apparent successful proposer. However, the committee will be made up of user department personnel, individuals with project responsibility, personnel with technical familiarity with project requirements, a procurement division representative.

QUESTION 2: Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.

ANSWER 2: Meeting are to be determined and closed until an Intent to Award is sent to the apparent successful proposer.

QUESTION 3: Where will the evaluation committee meeting notice be posted?

ANSWER 3: See Answer 2.

QUESTION 4: When will intent to award be made and how will it be communicated to proposers?

ANSWER 4: Via email as soon as possible after evaluations are completed.

QUESTION 5: Can the County provide a copy of the current contractor(s) pricing?

ANSWER 5: See attached.

QUESTION 6: What was the last event that impacted the County which required activation and performance by the County's disaster debris management contractor?

ANSWER 6: There was an EF2 tornado in Monday, August, 7th 2023. Property owners affected by the storm were logged and a limited brush pickup service was operated. The contractor was mobilized to pick up piles of residential brush from the curb.

QUESTION 7: How many cubic yards of debris was collected in that event?

ANSWER 7: A total of 21,066 Cubic Yards (522.6 tons) of brush was collected.

QUESTION 8: Which Contractor held the previous or holds the current contract for the services requested in this solicitation?

ANSWER 8: Phillips and Jordan

QUESTION 9: Does the County currently have a disaster debris monitoring firm under contract, and if so, with which company(s)?

ANSWER 9: Yes. TetraTech.

QUESTION 10: Does the County own any self-loading grapple trucks, and if so, how many?

ANSWER 10: Yes. The County owns two (2) forty (40) cubic yd capacity knuckle boom trucks.

QUESTION 11: Page 11 of the RFP requests that Proposers provide a statement as to whether or not they will allow cooperative Procurement. Does the County have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services, and if so, which ones?

ANSWER 11: No. State of Tennessee law allows any government entity in the State to utilize another entity's contracts.

QUESTION 12: Does the County intend to allow all or some of the incorporated municipalities within the county to utilize this contract, and if so, which ones?

ANSWER 12: See Answer 11.

QUESTION 13: Will this contract be used to perform services on any state roads within the County in lieu of the TDOT performing those services

ANSWER 13: Knox County does not typically perform work on state roads due to jurisdictional issues but may do so under TN Code § 58-8-113 (2021) if requested by TDOT.

QUESTION 14: If the answer to the previous question is yes, does the County have a pre-existing Memorandum of Understanding (MOU) or Mutual Aid agreement with the TDOT that authorizes the County to perform debris removal services on state roads?

ANSWER 14: No, but TN Code § 58-8-113 (2021) allows mutual aid upon request by TDOT.

QUESTION 15: Regarding the evaluation of the Pricing, does the County intend on adding up all unit price line items to get a total figure to compare against other proposers?

ANSWER 15: The County intends to develop a scenario based on a likely debris-generating event such as a flood and/or tornado to evaluate the cost to compare contractor pricing.

QUESTION 16: Will quantities be assigned? If so, what will they be?

ANSWER 16: To be determined.

QUESTION 17: Section V, Proposal Information states that Respondents must submit "Fees and Expenses" in an envelope and digital file separate from their RFP responses; however, the required response format listed within Section V includes "Costs" as Part VIII of the RFP response. Can the County clarify how it would prefer Respondents present their cost submittals?

ANSWER 17: Please submit the Fees and Expenses in a separate folder and in one complete file on a flash drive. Do not include the Fees and Expense under Part VIII.

QUESTION 18: Part VII of the response format listed in Section V requires that Respondents provide an overview of their electronic monitoring system. Electronic monitoring is typically performed by a monitoring firm contracted separately from the debris contractor. Would the County remove or further clarify this requirement?

ANSWER 18: Proposers may describe their experience utilizing or complying with electronic monitoring systems while providing removal service.

QUESTION 19: Tipping Fee is customarily billed as a cost through expense with no mark up- approved by FEMA. As it is difficult to anticipate volume and location, and therefore, where final disposal will be. As prices vary across different landfills, this allows the County to get an actual cost. We request the County to treat as a Pass Through.

ANSWER 19: The County agrees to a pass-through fee with no markup. The contractor may be required to use the existing contractually negotiated disposal locations to take advantage of a existing tip fee under existing contract pricing.

QUESTION 20: Is tree debris from leaners and hangers to be placed on the nearest and safest place on the ROW to be picked up as regular vegetative debris?

ANSWER 20: This will depend on the specific nature of the debris-generating event. In some cases, placing debris on the ROW for later pickup may be the most efficient approach. In other cases, crews may be required to haul away debris from leaners and hangers directly.

QUESTION 21: The cost of removing waterway debris varies greatly between the removal using land based equipment or Marine based equipment. Will the County accept it to be priced as either Land Based Equipment or Marine Based Equipment?

ANSWER 21: Yes.

QUESTION 22: Canal And Shoreline Restoration is requested to be priced by "Unit". Please define the unit of measure for this item.

ANSWER 22: Proposers should define and propose the unit(s) they consider necessary to perform the service effectively.

QUESTION 23: Demolition is referenced in the RFP but not on the price sheet. Does the County plan on adding line items for demolition?

ANSWER 23: The price sheet is an example. Proposers should include pricing they consider necessary to perform the service effectively.

QUESTION 24: Will the County please confirm that two separate binders are required -one with the original proposal and one with a copy?

ANSWER 24: Yes. Two separate binders are required.

QUESTION 25: Section 3.6 states that "All proposals must be submitted in one envelope" – is this pertaining to the entire shipment itself? Two binders, an electronic copy, and separate price proposals would be difficult to fit into one envelope.

ANSWER 25: This is pertaining to the entire shipment itself.

QUESTION 26: Page 11 states "Please submit one (1) marked original and one (1) exact copy of both your response to this RFP as well as a separate envelope for Fees and Expenses". Will the County please clarify how many copies of the Fees and Expenses they would like included? Also, if more than one is required should they be in separate envelopes?

ANSWER 26: One copy of the Fees and Expenses will be sufficient.

QUESTION 27: Section 1.8 states "Knox County requests this electronic copy version be in one (1) complete file" while page 11 reads "Respondents must also include a separate single file for the Fees and Expenses on the flash drive." Will the County please confirm that there should be two files on the flash drive?

ANSWER 27: Please provide one complete file of your response along with a separate file for the Fees and Expenses on the flash drive.

QUESTION 28: Does the County have a third party debris monitoring firm?

ANSWER 28: Yes. See Answer 9.

QUESTION 29: Are there any pre-identified DMS locations? If so, can you please provide the locations?

ANSWER 29: See the attached Disaster Debris Management Plan (DDMP) with the sites listed.

QUESTION 30: Can you please provide the bid tabulations and price evaluations from the previous bidding cycle?

ANSWER 30: See attached.

QUESTION 31: Will the landfill/tipping fees be treated as a pass-through expense?

ANSWER 31: Yes.

QUESTION 32: In the Debris Removal Cost Worksheet, for each hauling category there is a line item for "Single Cost from ROW to DMS -Any Distance" in addition to the mileage band line items. Can you please clarify in what cases these line items would be used?

ANSWER 32: The cost sheet is an example intended to support comprehensive cost proposals. Proposers are free to submit their own pricing schedules as they see appropriate.

QUESTION 33: Can you please clarify if the unit of measure for Specialty Waste – Electronic Waste will be per pound or per unit?

ANSWER 33: Proposers should propose the unit of measure they prefer.

QUESTION 34: Would the County consider changing the unit of measure on Specialty Removal – Vessel Removal from Land and Vessel Removal on Water to per linear foot instead of per unit?

ANSWER 34: Proposers are encouraged to suggest alternative units of measure, such as per linear foot, if they believe it is more appropriate for the service**.**

QUESTION 35: Can you please clarify what the unit of measure is for Specialty Removal – Snow Removal – Facilities and Specialty Removal, Snow Removal - ROW are?

ANSWER 35:. Proposers should define and propose the unit of measure they believe is most appropriate for these services.

QUESTION 36: Can you please clarify the unit of measure for Restoration – Canal or Shoreline Restoration?

ANSWER 36: Proposers should define and propose the unit of measure they believe is most appropriate for Canal or Shoreline Restoration.

QUESTION 37: Is it acceptable to provide more than three references for past performance?

ANSWER 37: Yes. However, scoring for references will only be based on three references.

End of addendum.

Jay Garrison, CPPO, CPPB
Procurement Coordinator

Debris Removal Cost Worksheet **Proposer** Phillips & Jordan, Inc.

Category	Description	Unit	Proposed Cost
Vegetative Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	$8.45
Vegetative Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	$8.95
Vegetative Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	$9.45
Vegetative Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	$10.25
Vegetative Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	$9.50
Management and Reduction	Grinding and Chipping Vegetative Debris	Cubic Yard	$1.95
Management and Reduction	Air Curtain Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	$2.00
Management and Reduction	Open Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	$1.75
Management and Reduction	Compacting Vegetative Debris	Cubic Yard	$1.00
Management and Reduction	Preparation, Management, and segregating materials from recovery at DMS	Cubic Yard	$2.00
C&D Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	$8.95
C&D Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	$9.50
C&D Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	$9.90
C&D Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	$10.25
C&D Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	$9.90
Final Disposal	0-15 Miles from DMS to Final Disposal	Cubic Yard	$5.50
Final Disposal	16-30 Miles from DMS to Final Disposal	Cubic Yard	$6.00
Final Disposal	31-60 Miles from DMS to Final Disposal	Cubic Yard	$6.50
Final Disposal	60+ Miles from DMS to Final Disposal	Cubic Yard	$7.50
Final Disposal	Single Cost from DMS to Final Disposal -Any Distance	Cubic Yard	$7.50
Final Disposal	Tipping Fee (vegetative) P&J will negotiate rate for disposal with a licensed facility and will invoice the County that exact amount.	Cubic Yard	Pass Through Cost
Final Disposal	Tipping Fee (Mix) P&J will negotiate rate for disposal with a licensed facility and will invoice the County that exact amount.	Cubic Yard	Pass Through Cost
Final Disposal	Tipping Fee (C&D) P&J will negotiate rate for disposal with a licensed facility and will invoice the County that exact amount.	Cubic Yard	Pass Through Cost

Debris Removal Cost Worksheet **Proposer** Phillips & Jordan, Inc.

Category	Description	Unit	Proposed Cost
Tree Operations	Hazardous Trees 6"- 12" trunk diameter	Tree	$50.00
Tree Operations	Hazardous Trees 13"- 24" trunk diameter	Tree	$95.00
Tree Operations	Hazardous Trees 25"- 36" trunk diameter	Tree	$185.00
Tree Operations	Hazardous Trees 37"- 48" trunk diameter	Tree	$275.00
Tree Operations	Hazardous Trees 49"+ trunk diameter	Tree	$395.00
Tree Operations	Trees with Hazardous Limbs Hanging Removal >2"	Tree	$110.00
Tree Operations	Hazardous Stump Removal >24" up to 36"	Stump	$225.00
Tree Operations	Hazardous Stump Removal >37" up to 48"	Stump	$375.00
Tree Operations	Hazardous Stump Removal 49"+	Stump	$595.00
Tree Operations	Stump Fill Dirt for Filling Stump Holes	Cubic Yard	$30.00
Specialty Removal	Debris Removal from Waterways (canals, rivers, creeks, streams, & ditches)	Cubic Yard	$42.00
Specialty Removal	Soil & Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	Cubic Yard	$15.00
Specialty Removal	Vehicle Removal (if applicable/allowed)	Unit (EA)	$200.00
Specialty Removal	Vessel Removal from Land (if applicable/allowed)	Unit (LF)	$10.00
Specialty Removal	Vessel Removal on Water (if applicable/allowed)	Unit (LF)	$20.00
Specialty Removal	Carcass Removal (animal remains that would decompose, fleshy matter)	pound	$2.00
Specialty Removal	White Goods in ROW	Unit (EA)	$60.00
Specialty Removal	Freon Management and Recycling	Unit (EA)	$20.00
Specialty Removal	Demolition of Private Structure (w/load-haul from site)	(non RACM) Cubic Yard	$18.00
Specialty Removal	Electronic Waste (TVs, computers, monitors, CRTs, laptops, household entertainment systems)	Pound/Unit	$25.00 per unit
Specialty Removal	Silt Removal	Unit (CY)	$9.00
Specialty Removal	Putrescent Removal (debris that will decompose or rot similar to animals and organic flesh matter)	Pound	$5.00
Specialty Removal	Bio-waste (waste capable of causing infection to humans like animal waste, blood, pathological wastes)	Pound	$10.00
Specialty Removal	HHW Removal and Disposal	Pound	$7.00
Specialty Removal	Snow Removal (Facilities) Wheel Loader	Unit (HR)	$220.00
Specialty Removal	Snow Removal ROW Truck w/Plow	Unit (HR)	$140.00

Debris Removal Cost Worksheet **Proposer** Phillips & Jordan, Inc.

Category	Description	Unit	Proposed Cost
Restoration	Beach/Lake/Berm Restoration	Cubic Yard	$20.00
Restoration	Canal or Shoreline Restoration	Unit (LF)	$5.00
Other	Eligible Small Motorized Equipment (SME) Removal/Disposal	Per Unit	$50.00
Other	Road Clearance Crew (2 chainsaw operators, 4 laborers and 2 Flagger/laborers, 1 Supervisor)	HR	$330.00
Other	Traffic Control/Safety Personnel (2-man crew, as needed)	HR	$90.00
Other	Superintendent with Cell/Truck	HR	$98.00
Other	Foreman with Cell/Truck	HR	$89.00
Other	Health/Safety or QC Manager with Pickup Truck	HR	$95.00
Other	Climber with Gear	HR	$68.00
Other	Labor/Operator with Chainsaw/Tools/Cellphone	HR	$54.00
Other	Bucket Truck - up to 50' reach	HR	$150.00

Cost of Performance and Payment Bond if required by Knox County: $ 5.00 **per thousand**

Acronyms
ROW = Right of Way
DMS = Debris Management Site
HHW = Household Hazardous Waste

NOTE: P&J will charge a 15% mark-up on any materials not listed on this price proposal that are acquired in connection with performance of any project under this contract.

SECTION 4
DEBRIS MANAGEMENT SITE ANALYSIS

Using the criteria described above as well as data gathered during site surveys, the following locations are recommended as initial DMS locations.

A. Tier 1 Debris Management Sites

The Tier 1 DMS locations are best suited for activation for debris management operations following a disaster. Based on the guidance described in Federal Emergency Management Agency (FEMA) Publication 325 – Debris Management Guide, Tier 1 sites exhibit traits that allow these areas to easily become operational while minimizing negative impacts to the environment and community.

1) Ball Camp Soccer Complex

The Ball Camp Soccer Complex is located at 1831 Hitching Post Drive in Knoxville. The property is owned by the County and is currently used as a park and soccer fields.

The area being considered as a DMS consists of approximately 15 acres of land and consists of the soccer fields that lie along Hitching Post Drive. The land is flat and there are currently no plans for additional development for the property. There are no environmental or historical concerns regarding the property.

The property has good drainage and lies outside the flood plain. Water, sewer, and electricity is available on site. Ingress and egress can be accessed the park road that serves as the continuation of Whitmont Road that runs behind the soccer field portion of the park. There is a fence surrounding the property and a gate to control access. There is one light on the parking lot on the north side of the park and one light on the field. There are no camera or onsite security at the park.

Given its available space for DMS operations, the park could be used for construction and demolition (C&D) and vegetative debris. White goods might also be staged at the park until refrigerant can be removed and the units recycled, although consideration would have to be given to the potential odors from the white goods such as refrigerators and freezers. Grinding would be the preferred method to reduce the vegetative debris given the homes located relatively close to the park. Compaction could be used to reduce the construction and demolition debris.

The property would require minimal preparation for its utilization as a DMS. Soccer goals would need to be removed, in addition, care will need to be taken to keep park-goers from entering DMS operation areas. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 10.

2) Northwest Sports Complex

The Northwest Sports Complex is located at 8050 Oak Ridge Highway in Knoxville. The park is owned and maintained by the County. The area of the park being considered as a DMS consists

of approximately 15 acres and is located south of the Oak Ridge Highway. That part of the park is primarily used as rugby fields.

The DMS area of the park is relatively flat and there is good drainage. A creek borders the park to the east and south. The areas of the park that are in the immediate vicinity of the creek are in the flood plain. The areas of the park identified for DMS operations are not in the flood plain and the park would still be accessible. One part of the park is raised above the rest of the park, but there is an earthen ramp that leads from the lower portion of the fields to the raised portion to facilitate access. A fence surrounds fields and a gate can be closed to limit access to the park.

Water, sewer, and electricity is available, and ingress and egress can be accessed via Oak Ridge Highway. There is no lighting or security at the property.

Given its available space for DMS operations, the park could be used for construction and demolition (C&D) and vegetative debris. White goods staging would not be advised at the site due to the potential odors from the white goods such as refrigerators and freezers and the location of other park facilities and a community center potentially downwind of the DMS operations. Grinding would be the preferred method to reduce vegetative debris. Compaction would be the preferred method of construction and demolition reduction.

The property would require minimal preparation for its utilization as a DMS. Care would be needed to restore the site following its use as a DMS so it is safe for park goers. There are electrical wires that run along the east side of the park. Caution would need to be taken for the trucks to avoid contact with the power lines. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 13.

B. Tier 2 Debris Management Sites

Based on the property investigations, Tier 2 sites lack some traits of Tier 1 sites or exhibit problems that would make them less attractive to use as DMS following a debris-generating incident. A Tier 2 site should only be considered if Tier 1 sites are unavailable following an incident.

1) Concord Park East

Concord Park East is located at 10901 South Northshore Drive in Knoxville. The property is owned and maintained by the County. The area being considered as a DMS is used as a par 3 golf course and lies to the north of South Northshore Drive.

The property is hilly, and Lake Loudoun Lake lies directly south, but there are large areas that are relatively flat. The site has good drainage and is not located in a flood plain. However, some care might need to be taken to prevent runoff from debris operations into the lake. There are no historical issues associated with the property.

There are some residences adjacent to the property to the east separated by a line of trees. This may have some effect on the operating hours and days of a DMS operation on the property. There is access to water, sewer, or electricity from the site and there is a light on the parking lot only. There are no other lights on the park area.

Because of its proximity to the lake, it is suggested the park be used only for vegetative debris. Grinding would be the preferred method of reducing vegetative debris given the residences and trees around the property.

The property would require minimal preparation for its utilization as a DMS. Removal of some fencing to allow truck entry and exit may be needed. Efforts might need to be taken to prevent runoff from entering the lake. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 16.

2) Rutledge Pike - Tennessee Truck and Equipment Company

The Rutledge Pike site is located at 7017 Rutledge Pike. The property is owned and maintained by the Tennessee Truck and Equipment Company. The part of the property being considered for DMS operations consists of approximately 7.5 acres.

The current use of the property is the sale of topsoil, stone, and it is also advertised as a temporary dump site. The company representative has expressed a willingness to use the property as a DMS with the stipulation that some compensation for use of the site by the County would be anticipated. Exact amounts of compensation have not been discussed; however an agreement would need to be developed for use of the site as a DMS by the County prior to its use as a DMS.

The area being considered as a DMS is on a raised area of the property. A road leads up to the DMS area. At the entrance to the facility is a trailer/office with a truck scale. The DMS area is flat and has a gravel surface. The property is in a rural area. There are just a few homes in the vicinity the closest being approximately 60 yards from the property where trucking operations are conducted year-round.

A gate provides access to the property from Rutledge Pike. There is access to water, sewer, and electricity from the trailer/office. There is no lighting or security on site.

Given its available space for DMS operations, the property could be used for construction and demolition (C&D), vegetative debris, and white goods staging. Grinding would be the preferred methos for reducing vegetative debris based upon the trees in the vicinity of the DMS.

The property would require minimal preparation for its utilization as a DMS, although an agreement will need to be reached between the property owner and the County on rates and approved uses for the property. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 19.

3) Karns Convenience Center

The Karns Convenience Center site is located at 6930 Karns Crossing Lane in Knoxville. The property is owned and maintained by the County. The part of the property being considered for DMS operations consists of approximately 2.4 acres.

The property currently serves as a residential self-serve recycling/disposal (convenience) center. There is not sufficient space to conduct extensive DMS operations, but the site may be used as a DMS in the event a relatively small event occurs with little debris, or additional space is needed for debris storage and reduction activities over and above those DMS previously identified. As

the currently serves as a self-drop off for residents, it may also serve as an RDO following a disaster.

A gate provides access to the property from Karns Crossing Lane. The convenience center is flat, and asphalt paved. There is access to electricity, water, and sewer from the site. It has good drainage, and the property is secured with a fence and there are security cameras. It is mainly businesses in the immediate area around the convenience center.

Given its limited space for DMS operations, the property could be used for construction and demolition or vegetative debris, and white goods staging. A grinder could be used to reduce vegetative debris.

The property would require minimal preparation for its utilization as a DMS. The compactors and containers currently in place would need to be moved to make room for DMS operations. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 22.

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Emergency Debris Removal** as specified herein. Proposals must be received by **2:00 p.m. on December 5, 2024.** Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposal Number 3612
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Response Envelope must show the Company Name, Proposal Number, Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to jay.garrison@knoxcounty.org. If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance Information about the Knox County Procurement Division and current bids may be obtained on the internet at www.knoxcounty.org/procurement.

1.2 **ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.

1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal (RFP).

1.4 **AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, you can file a report online by accessing https://www.knoxcounty.org/audit/hotline.php. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**

1.5 **AWARD:** Award will be made to the most responsive, responsible proposer(s) meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County also reserves the right to not award this proposal. Award will be made in accordance with the evaluation criteria specified herein.

1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB
Administrator of Business Outreach
Telephone: 865.215.5760
Fax: 865.215.5778
Email: diane.woods@knoxcounty.org

1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the closing of this solicitation.

1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal in electronic format. **Knox County requests this electronic copy version be in one (1) complete file.**

1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.

1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.

1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations, we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/procurement, register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.

1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.

1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

1.14 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.15 **PAYMENT:** Knox County utilizes two (2) methods of placing orders for products. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the Vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (VISA). Orders placed on the credit card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction for the requesting department. Vendors must indicate in their bid response if the Vendor will accept the Knox County Credit Card (VISA) as 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.

1.16 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

1.17 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

1.18 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.

1.19 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses other than the delivery address specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.

1.20 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that proposals being submitted on paper shall:

1.20.1 Be submitted on recycled paper
1.20.2 Not include pages of unnecessary advertising

1.21 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **November 15, 2024 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

1.22 **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 proposer acknowledges and accepts the term and conditions stated in the document.

1.23 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

1.24 **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.

1.25 **UNFORSEEN CIRCUMSTANCES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

1.26 **USE OF PROPOSAL FORMS:** Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

1.27 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.

1.28 **VENDOR REGISTRATION:** Prior to the closing of this proposal, ***ALL PROPOSERS*** must be registered with the Procurement Division. Please register on-line at our website at www.knoxcounty.org/procurement and click on "Online Vendor Registration." Vendors must be registered with the Procurement Division *prior* to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.

1.29 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.

2.8 **GOVERNING LAW; VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

2.9 **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.

2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

2.13 **IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

2.14 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

2.15 **NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

2.16 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor. Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

2.17 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

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 offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.19 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

2.20 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

2.21 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

2.22 **TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than thirty (30) business days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) business day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

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 upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 **INTENT:** The intent of these specifications is to convey to prospective proposers the general type and quality of Emergency Debris Removal, during an emergency or disaster, desired by Knox County. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.

3.3 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 **AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a total of five (5) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.

3.5 **COMMISSION APPROVAL:** The Contract must be voted on and approved by the Knox County Commission. The successful proposer may be required to be present at the full Commission meetings to answer questions relating to the services to be performed. Adequate notification will be given by the Knox County Procurement Division if the awarded Contractor will need to attend these meetings. There shall be no cost to Knox County for attendance at these meetings.

3.6 **CONSTRUCTION PROJECTS:** Any construction undertaking for which the total cost of the project is twenty-five thousand dollars ($25,000) or more is subject to the "Contractors Licensing Act of 1994." In accordance with the Act, no proposal will be opened unless the outside of the sealed envelope containing the proposal provides the following information: the Contractor's license number, the date of the license's expiration.

All proposals must be submitted in one envelope; See attached.

3.7 **DESTINATION AND DELIVERY:** Proposers must include all destination and delivery charges in their price. **There will be no additional hidden charges.**

3.8 **DRUG-FREE WORKPLACE:** If **Contractor** has five (5) or more employees receiving pay: **Contractor** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **Contractor** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

Please provide the attached Drug Free Work Place Affidavit in Section 5, Part III

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

Vendor Capabilities	50 Points
Experience/References	30 Points
Cost	20 Points

Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible respondents. Each evaluator will have the ability to award up to 100 points, based on the Evaluation Criteria, per submission.

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

3.11 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County as additional insured. All sub-contractors must also carry the required insurance coverage and must provide certificates of insurance prior to beginning any work related to this solicitation.

3.12 **LIABILITY:** All collected material/products shall become the liability of the Contractor immediately upon the Contractor's handling of collected products and continuing thereafter. The Contractor must agree to indemnify, defend and hold Knox County harmless from all liability arising from the transporting, storing, recycling, reclaiming, re-fining or disposing of said collected products including, but not limited to, the cost of any remedial action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as the Superfund) and comparable state law.

3.13 **LICENSES AND CERTIFICATIONS:** Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

3.14 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. ***COPIES OF ALL SUCH LICENSES AND/OR PERMITS ARE TO BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO BID REJECTION.***

3.15 **MULTIPLE VENDORS:** Due to the nature of this solicitation, multiple vendors may be selected to provide the emergency debris removal. This is to ensure that in the case of a wide spread emergency, in which multiple areas are affected, the needed resources will be available. The County will utilize the Contractor whose proposal was deemed the Best Value first. If additional contractors are needed, the County will use the next contractor based on Best Value, and so on.

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 Procurement Division representative listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

3.18 **PERFORMANCE AND PAYMENT BOND:** The awarded vendor may be required to provide both a performance and payment bond, each equal to one hundred percent of the total sum of any projects in excess of $100,000.00 Bonds must be issued by a company authorized to do business in Tennessee and the bonding company must be listed in: The Federal Register Part II, department of the Treasury, Fiscal Service; Companies Holding certificates of Authority as Acceptable Reinsuring Companies.

3.19 **PRICING:** The proposer(s) warrants that the unit price stated shall remain firm for a period of twelve (12) months from the first day of the Contract period. If the proposer's price is increased after the first year, Knox County must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the vendor 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 Procurement and the requesting department the approval notification will be done in writing and the Contractor(s) will be notified of the new price schedule and the effective date of the 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 **QUANTITIES:** Knox County does not guarantee any quantities of services will be ordered under this agreement. Services will be ordered on an as-needed basis.

3.22 **REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

3.23 **SAFETY AND PROTECTION:** The vendor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed. Furthermore, the vendor is solely responsible for the training of all their employees on all safety issues as required by the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) regulations for the project. The vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the department designee.

The vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Vendor shall be required to furnish their employees with the proper personal protective clothing and equipment. Vendor shall also be required to dispose of this clothing and equipment in compliance with all regulatory requirements.

3.24 **SAFETY EFFORTS:** The vendor must exercise caution at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes must be observed. Machinery, equipment and all other hazards must be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction to the extent that such provisions are not in contravention of applicable laws. This manual is published by the Associated General Contractors of America. The vendor shall also comply with the requirements of the Occupational Safety and Health Act of 1970 and the revisions thereto.

3.25 **SAFETY TRAINING:** The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

3.26 **SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **November 15, 2024 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

3.27 **TRAFFIC SAFETY:** Traffic flow around the work in progress shall be maintained by the Contractor. All work shall be accomplished with the traffic flow instead of opposing traffic. All traffic control measures shall be in accordance with the requirements of the current edition of the "Manual on Uniform Traffic Control Device" and furnished by the Contractor.

SECTION IV SCOPE OF WORK

4.1 **SCOPE OF WORK:** Knox County Government seeks a qualified contractor to provide emergency debris removal services in the event of a disaster. The contractor will be required to supply the appropriate equipment and personnel for debris removal, ensuring that all work is performed in compliance with safety protocols and in accordance with all relevant federal, state, and local laws. Debris may consist of materials from natural or built environments, including those posing a danger to public safety, such as trees, rubble, and other displaced objects. The contractor must strictly follow the direction provided by the responsible agency and ensure that all work is completed in line with federal, state, and local financial reimbursement controls for eligibility.

4.2 **AUTHORIZATION:** Due to strict requirements as set forth in the National Incident Management System (NIMS), Contractors must wait for a request from the agency in charge before arriving on the site. Contractors entering the site without proper authorization may be turned away from the site and will not be paid for the services. This is to ensure that no unauthorized person is present at the site and to ensure that the requesting agency will receive reimbursement by following the proper procedures.

4.3 **BILLING:** Invoices will be sent to the requesting agency. Detailed invoices are critical to the requesting agency to gain reimbursement.

4.4 **COSTS:** Knox County is requesting Proposers submit pricing in line item per the specified units in the price sheet attached. Proposers may submit additional line items or multiple unit pricing. Proposers should follow the format in order for the cost component of the RFP to be evaluated in a consistent manner.

4.5 **DELIVERY OF SERVICES:** Due to the nature of this Contract, Contractors may be required to provide this service 24 hours a day, including weekends and holidays. In cases of emergencies or disasters, roads must be cleared to allow emergency personnel to arrive on scene. In case of a widespread emergency, Contractors may be required to relocate equipment and/or personnel at the direction of the agency in charge. Contractors must be willing to follow the direction of the agency in charge to assure that the objectives are reached.

This Contract will be utilized when the scope of an event is on a scale as to cause Knox County to exhaust all current available resources including, but not limited to, Engineering and Public Works personnel and current debris hauling contracts.

4.6 **ELECTRONIC MONITORING:** Proposers may be required to utilize an Electronic Ticketing and Monitoring system for monitoring the operations and cost of hauling of debris. The County may self-perform or contract with a monitoring firm to assist with electronic monitoring system utilizing electronic load ticketing system to record with specificity (e.g., street address, GPS coordinates) where debris is collected and the amount picked up, hauled, reduced, and disposed of. Contractor may be required to work with and share operational information with the County or the monitoring contractor operating at the request of the County to ensure compliance and prevent waste, fraud or abuse.

4.7 **EMERGENCIES:** For the purposes of this solicitation, an emergency may be local, on the state level or on the federal level. Contractor must be available to assist with emergencies on a local level such as damage caused by localized flooding, tornadoes, etc. Contractor must also be available for larger events affecting the region or state. Pricing for all levels of a disaster must be in compliance with FEMA regulations, even if the event is not declared a federal emergency.

4.8 **EMERGENCY CONTACT:** The Contractor will be required to provide at least two (2) emergency contact persons. An emergency or disaster can occur at any time, day or night, weekday or weekend. The emergency contacts must be available at all times in case of an emergency. Proposers must include, in Section V, at least two (2) phone numbers, e-mail address and fax number of the emergency contacts. The emergency contact information will only be used during an emergency.

4.9 **EXPECTED PERFORMANCE:**

4.9.1 The contractor will assist Knox County in updating its debris management plan. If any part of the plan is not feasible, the contractor will work with the County to amend the plan to ensure debris removal in the most financially beneficial manner for the County.
If necessary, the contractor will secure a staging area sufficient for operations, as outlined in the proposal.

4.9.2 The contractor may be required to demolish damaged structures and remove related debris. These tasks will be assigned on a case-by-case basis.

4.9.3 Demolition tasks will be coordinated with an authorized County representative. The contractor will be responsible for all permits and the safe handling of hazardous materials, including but not limited to, lead-based paint, asbestos, refrigerant, oil, gasoline, and other fuels.

4.9.4 For each structure demolition, the contractor will provide a separate price as approved by local authorities or FEMA, depending on the event's scope.

4.9.5 Mechanical loading, using hydraulic heavy equipment and trucks, is preferred unless non-mechanical loading is proven safer or more practical. The contractor must provide appropriate traffic control, chainsaws, and personnel equipped with protective gear for effective debris removal.

4.9.6 Emergency road clearing in the right-of-way (ROW) must be performed on a time-and-material basis as authorized by Knox County or a participating agency. The initial clearing (or "push") must comply with FEMA regulations, and costs must be listed accordingly. Work is limited to where debris has entered the ROW. No equipment or personnel may operate beyond the ROW without specific County approval.

4.9.7 The contractor is responsible for providing all necessary security, supervision, and oversight during operations.

4.9.8 Sufficient traffic control and warning devices must be used for work conducted on streets and highways.

4.9.9 The contractor must have or hire hazardous materials specialists to ensure proper handling and disposal of hazardous materials in accordance with all applicable laws.

4.9.10 The contractor must use serialized debris load tickets to track and account for the debris removed. Knox County will have representatives verifying each truckload. Load tickets must include:

- Date and client

- Preprinted number
- Hauler's name
- Truck number
- Truck capacity
- Actual load as a percentage (as determined by Knox County representative)
- Debris classification (vegetative, mixed, etc.)
- Point of origin and time loaded
- Disposal site location and time dumped

4.9.11 The contractor will grind or incinerate debris as directed by Knox County, adhering to FEMA guidelines and state requirements.

4.9.12 Any fuel, oil, or chemical spills caused by the contractor must be reported immediately to Knox County. The contractor will bear all cleanup costs and must submit a detailed report within seven (7) business days, including:

- Description of material spilled
- Whether the spill was EPA/state reportable
- Reporting details (time, to whom, etc.)
- Location and cause of spill
- Containment and cleanup procedures
- Any injuries or property damage

4.9.13 In cases of major emergencies or FEMA-reimbursable disaster declarations, the contractor may be required to perform work in public rights-of-way or on private property.

4.9.14 Contractors may take possession of recoverable debris materials. The salvage value should offset service costs, and the County must negotiate appropriate credits with the contractor.

4.10 **EXPERIENCE/REFERENCES:** Proposer's must be knowledgeable of all FEMA requirements and have dealt with FEMA in previous disasters. Vendors are required to provide details of at least two (2) major events in which they were involved, including, but not limited to, the size and scope of the event, services provided, examples of dealings with FEMA, references from government entities involved, and any other information related to the events that is relevant to this solicitation.

Proposers must also complete the attached reference check form to accompany the description of the events listed above. All contact information is to be current. Failure to provide the attached reference check will be considered during the evaluation process and may be just cause for deeming the proposal non-responsive.

4.11 **COLLECTION, REMOVAL, TRANSFER, AND DISPOSAL OF DEBRIS:** The Contractor will collect, remove, transfer, and dispose of all eligible debris for Knox County through a process that may include:

- Examining and segregating debris by type.
- Loading and hauling debris directly to a designated landfill, scrap metal company, green waste processor, or other approved disposal site, or to a Temporary Debris Staging and Reduction (TDSR) Site, as directed by the County and compliant with Local, State, and Federal regulations.
- When a TDSR is used, Knox County may request debris grinding for volume reduction to minimize hauls to final disposal sites.
- Incineration may be requested by the County, where permitted.
- Hazardous waste handling must comply with all applicable laws.
- Recycling debris should be performed where required, with pricing provided to assess the financial benefit to the County.
- Contractor may be required to use existing Knox County contracts for final disposal or processing, such as landfilling, green waste, or scrap metal processing, as directed by Knox County.

4.12 **VENDOR CAPABILITIES:** Proposer **must** include with their response a list of all equipment and personnel that will be available under this Contract. Equipment should be listed by type (e.g. dump trucks, earth movers, etc. should all be listed together in the response.) Proposers should also list personnel along with their qualifications (e.g., resumes, training, certifications, and experience). Proposers shall also detail, in narrative form, any other capabilities relative to the performance of this solicitation.

SECTION V REQUEST FOR PROPOSAL FORMAT RFP 3612 EMERGENCY DEBRIS REMOVAL

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

- Responses must be submitted in a three-ring binder containing sections separated by tabs. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original and one (1) exact copy of both your response to this RFP as well as a separate envelope for Fees and Expenses. Respondents must also submit one (1) digital copy on a Flash Drive. The electronic copy of your response shall be in one complete file with the Fees and Expenses omitted from the appropriate Tab. Do not include multiple folders on the electronic copy. Respondents must also include a separate single file for the Fees and Expenses on the flash drive.
- Page numbers should be placed on the bottom center of pages.

RESPONDENTS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW.
Each response must address all questions/statements listed in each tab completely.

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PART I **VENDOR INFORMATION**

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contract Person, Knox County Business License, Taxpayer Identification Number (EIN)

PART II **LETTER AUTHORIZING THIS PROPOSAL**

- This must be signed by an authorized person who can legally bind the company.

PART III **COMPANY INFORMATION**

- Please provide emergency contact as per Section 4.8
- Insurance Checklist
- Iran Divestment Act Affidavit
- Non-collusion Affidavit
- Drug Free Workplace Affidavit
- Copies of Licenses/Certificates
- Provide a statement as to whether or not you will allow cooperative Procurement
- Provide a statement as to whether or not you will accept payment via credit card (VISA)
- Acknowledgement of Addenda

PART IV **VENDOR CAPABILITIES:**

- Detail your capabilities as per Section 4.12

PART V **DELIVERY OF SERVICES**

- Please detail, as per Section IV, your plan to provide debris removal services as detailed in this proposal.
- Include any additional information about your plan to deliver services that goes beyond the requirements listed in this RFP.

PART VI **EXPERIENCE/REFERENCES:**

- Detail experience and references as per Section 4.10.

PART VII **ELECTRONIC MONITORING SYSTEM:**

- Proposers are to provide an overview of their electronic monitoring system. Proposers may, at the determination of the County, be required to demonstrate their electronic monitoring system during the evaluation process.

PART VIII **COSTS:**

- Proposers must submit their costs as per Section 4.4.

PART IX **LITIGATION / ARBITRATION:**

- Please detail all litigation/arbitration and the resultant outcomes for the past five (5) years.

PART X **OTHER INFORMATION**

- Proposers may include under this tab any other information deemed pertinent to this solicitation.

PART XI **EXCEPTIONS**

- Proposers are to include any and all exceptions taken to this solicitation under this tab. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to provide any of the above information may result in the provider being disqualified from this process.

Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposal.

Debris Removal Cost Worksheet **Proposer**_____

Category	Description	Unit	Proposed Cost
Vegetative Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	
Vegetative Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	
Management and Reduction	Grinding and Chipping Vegetative Debris	Cubic Yard	
Management and Reduction	Air Curtain Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	
Management and Reduction	Open Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	
Management and Reduction	Compacting Vegetative Debris	Cubic Yard	
Management and Reduction	Preparation, Management, and segregating materials from recovery at DMS	Cubic Yard	
C&D Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	
C&D Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	
Final Disposal	0-15 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	16-30 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	31-60 Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	60+ Miles from DMS to Final Disposal	Cubic Yard	
Final Disposal	Single Cost from DMS to Final Disposal -Any Distance	Cubic Yard	
Final Disposal	Tipping Fee (vegetative)	Cubic Yard	
Final Disposal	Tipping Fee (Mix)	Cubic Yard	
Final Disposal	Tipping Fee (C&D)	Cubic Yard	

Debris Removal Cost Worksheet **Proposer**_____

Category	Description	Unit	Proposed Cost
Tree Operations	Hazardous Trees 6"- 12" trunk diameter	Tree	
Tree Operations	Hazardous Trees 13"- 24" trunk diameter	Tree	
Tree Operations	Hazardous Trees 25"- 36" trunk diameter	Tree	
Tree Operations	Hazardous Trees 37"- 48" trunk diameter	Tree	
Tree Operations	Hazardous Trees 49"+ trunk diameter	Tree	
Tree Operations	Trees with Hazardous Limbs Hanging Removal >2"	Tree	
Tree Operations	Hazardous Stump Removal >24" up to 36"	Stump	
Tree Operations	Hazardous Stump Removal >37" up to 48"	Stump	
Tree Operations	Hazardous Stump Removal 49"+	Stump	
Tree Operations	Stump Fill Dirt for Filling Stump Holes	Cubic Yard	
Specialty Removal	Debris Removal from Waterways (canals, rivers, creeks, streams, & ditches)	Cubic Yard	
Specialty Removal	Soil & Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	Cubic Yard	
Specialty Removal	Vehicle Removal (if applicable/allowed)	Unit	
Specialty Removal	Vessel Removal from Land (if applicable/allowed)	Unit	
Specialty Removal	Vessel Removal on Water (if applicable/allowed)	Unit	
Specialty Removal	Carcass Removal (animal remains that would decompose, fleshy matter)	pound	
Specialty Removal	White Goods in ROW	Unit	
Specialty Removal	Freon Management and Recycling	Unit	
Specialty Removal	Demolition of Private Structure	Cubic Yard	
Specialty Removal	Electronic Waste (TVs, computers, monitors, CRTs, laptops, household entertainment systems)	Pound/Unit	
Specialty Removal	Silt Removal	Unit	
Specialty Removal	Putrescent Removal (debris that will decompose or rot similar to animals and organic flesh matter)	Pound	
Specialty Removal	Bio-waste (waste capable of causing infection to humans like animal waste, blood, pathological wastes)	Pound	
Specialty Removal	HHW Removal and Disposal	Pound	
Specialty Removal	Snow Removal (Facilities)	Unit	
Specialty Removal	Snow Removal ROW	Unit	

Debris Removal Cost Worksheet **Proposer_____**

Category	Description	Unit	Proposed Cost
Restoration	Beach/Lake/Berm Restoration	Cubic Yard	
Restoration	Canal or Shoreline Restoration	Unit	
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			

Cost of Performance and Payment Bond if required by Knox County: $_____per thousand

Acronyms
ROW = Right of Way
DMS = Debris Management Site
HHW = Household Hazardous Waste

Reference Check Proposal 3612 Emergency Debris Removal **Vendor**_____

Proposers shall submit a list of three (3) projects, two (2) of which must be FEMA related incidents, of similar size which occurred within the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via e-mail only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Reference #1

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date:_____ **Contract end date:** _____

Reference #2

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date:_____ **Contract end date:** _____

Reference #3

Name of Firm: _____

Address: _____

Contact Person: _____

Contact Person telephone number: _____

Contact Person e-mail: _____

Nature of contract: _____

Contract start date:_____ **Contract end date:** _____

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3612

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$ 1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

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

21. **THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.**

22. **CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.**

23. **OTHER INSURANCE REQUIRED** _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: **I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.**

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

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

BIDDER NAME: _____ **AUTHORIZING SIGNATURE:** _____

KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3612

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

(sign in blue ink)

Title: _____ Date: _____

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2014.

_____

_____

Title

My Commission expires _____

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with 5 or more employees)

I, _____, president or other principal Officer of

_____, swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

_____
President or Principal Officer

For:_____
Name of Company

STATE OF TENNESSEE {COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____ 2_____.

_____
Notary Public

My Commission expires: _____

BID ENVELOPE COVER

Name of Project:

Request for Proposals #3612 Emergency Debris Removal

Sealed bids will be received by:

The Knox County
Procurement
Division 1000 North
Central Street, Suite
100
Knoxville, Tennessee 37917

UNTIL: **2:00 p.m. Local Time** **November XX, 2024**
TIME **DATE**

COMPLETE ALL BLANKS!

BIDDER _____

ADDRESS _____

TENNESSEE CONTRACTORS LICENSE NUMBER _____

LICENSE CLASSIFICATION (applicable to this project) _____

_____ _____
DOLLAR LIMIT

LICENSE EXPIRATION DATE _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

PROPOSERS MUST PLACE THIS PAGE ON THE OUTSIDE OF THE SEALED PROPOSAL.

FAILURE TO ATTACH THE BID ENVELOPE COVER SHEET OR FAILURE TO COMPLETE ALL LINES ON THE BID ENVELOPE COVER SHEET WILL RESULT IN YOUR BID NOT BEING ABLE TO BE OPENED OR CONSIDERED FOR AWARD.

RFP #3612

EMERGENCY DEBRIS REMOVAL

Knox County, TN

PHILLIPS & JORDAN, INC.

Brian Smallwood
disasterservices@pandj.com
865.688.8342

10142 Parkside Drive
Suite 500
Knoxville, TN 37922
pandj.com

Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville, TN 37917

Due December 5, 2024

KNOX COUNTY
TENNESSEE

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1 VENDOR INFORMATION

1.1 Corporate Profile

CORPORATE PROFILE	
Legal Name of Company:	Phillips and Jordan, Inc.
HQ Office Address:	10142 Parkside Drive, Suite 500 Knoxville, TN 37922
Telephone Number:	(865) 688-8342
Email Address:	disasterservices@pandj.com
Website:	www.pandj.com
Business Organization:	Woman-Owned Corporation
Year Founded:	1952
Years in Business Under Current Name:	72
Date of Incorporation:	August 4, 1959
State of Incorporation:	North Carolina
Taxpayer ID Number:	56-0694573
Tennessee Contractor Number	License ID Number 09469 Current Through September 30, 2025
Knox County Vendor Number:	11261
Contact Person(s)	Primary Contact: Brian Smallwood Program Manager Phone (251) 525-0011 bsmallwood@pandjenv.com Alternate Contact: Sydney Kendrick Business Manager Phone (325) 998-1023 skendrick@pandjenv.com

A copy of P&J's current Knox County Business Tax License is included below.

Knox Cty

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Business Tax Filing Status Certificate

February 26, 2024

PHILLIPS & JORDAN INC
PO BOX 52050
KNOXVILLE TN 37950-2050

Letter ID: L0478603584
Account ID: 1001000299-BUS
Account Type: Business Tax

~~Dear PHILLIPS & JORDAN, INCORPORATED:~~

This certificate confirms the business tax filing status of Retailer for the above-named taxpayer. The certificate is valid beginning April 15, 2024 and expiring on April 15, 2025 for the following location:

Location ID: 1001061472
Location Address: PHILLIPS & JORDAN INC
10142 PARKSIDE DR STE 500
KNOXVILLE TN 37922-1954

According to Tenn. Code Ann. § 67-4-720, a vendor that receives a certificate from a customer shall not owe additional tax, nor be refunded tax, based on a retroactive change in the customer's filing status as a wholesaler or retailer during the certificate's effective period.

The taxpayer may furnish its supplier(s) with a **COPY** of the enclosed certificate upon vendor(s) request. Vendors may rely on the certificate for transactions occurring during the certificate's effective period for the purpose of determining their business liability. The original certificate should be retained **for the taxpayer's records**. The vendor must maintain a file copy as evidence of their business tax filings.

Tennessee Department of Revenue

Business Tax Filing Status Certificate

Location Address:
PHILLIPS & JORDAN INC
10142 PARKSIDE DR STE 500
KNOXVILLE TN 37922-1954

Effective Period Begin: April 15, 2024
Effective Period End: April 15, 2025
Filing Status: Retailer
Location ID: 1001061472

1.2 Company Overview

Phillips & Jordan, Inc. (P&J) is a certified woman-owned, heavy civil and power infrastructure contractor established in 1952. We specialize in building, maintaining, and modernizing critical infrastructure across three markets: Heavy Civil Construction, Power, and Disaster Response. Our core values of Integrity, Safety, Quality, and Production guide our business practices, and we prioritize the well-being of our team, the environment, and our communities. With a nationwide presence, a top-notch workforce, cutting-edge technology, and a commitment to safety, P&J delivers innovative and flawless infrastructure development.

---

40 YEARS

More than four decades of experience in disaster debris management—dating back to the Toe River Flood in 1977.

QUICK AND COMPETITIVE SUBCONTRACTOR PAYMENT

We value our subcontractor relationships and have established loyal key partners.

DEMONSTRATED ACHIEVEMENT OF LOCAL AND SMALL / DISADVANTAGED BUSINESS PARTICIPATION

We're a certified woman-owned business, and we have a wide network of subcontractors.

QUALIFIED, FULL-TIME KEY PERSONNEL

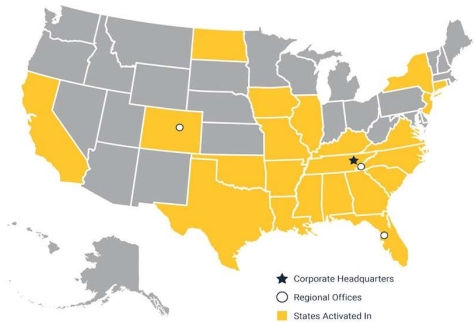
We work 52 weeks/year to track storm events manage resources, and maintain readiness.

INNOVATIVE PROJECT CONTROLS

We are a market maker in technology (ADMS) and delivering project controls and reporting processes to the disaster recovery industry.

VALUES-FORWARD APPROACH

Integrity is our first core value, and our management team operates with transparency and honesty.



+300 PROJECTS | +200 CLIENTS | 22 STATES

SINCE 1977

ESTABLISHED
P&J has four decades of proven success in disaster debris management.

EXPERIENCED
Our team has completed debris management missions in response to hurricanes, ice storms, flooding, tornados, fires, man-made disasters, and more.

ENDURING
With a dedicated disaster services group P&J is committed to pursuing innovative solutions in a dynamic market.

2 LETTER AUTHORIZING THIS PROPOSAL

Phillips and Jordan (P&J) values the opportunity to present our Emergency Debris Removal Services Proposal in response to RFP #3612 issued by Knox County.

Our enterprise capabilities in disaster response have grown since the 1989 Hurricane Hugo clean-up. As a result, our teams have assisted federal, state, local governments, and private sector clients throughout the US, making us a recognized market leader. **P&J is headquartered in Knoxville, TN and has served as the County's debris removal contractor since 2014. We have provided services to the County as recently as 2023 in response to the EF2 tornado event.** We can provide the necessary management team, equipment, personnel, and resources to respond to future disasters rapidly and efficiently in Debris Management Services. We have reviewed, interpreted, and understand the RFP's scope of work and will adhere to applicable OSHA, EPA, and TDEC requirements to ensure a safe work environment.

P&J's operations team prioritizes clients' needs throughout all disaster phases, with essential resources and systems to execute the RFP's scope, including safety management, accounting, resource deployment, and access to owned equipment, with demonstrable experience supporting our interest in this opportunity. We provide rapid mobilization and scalable resources rooted in our core values of integrity, safety, quality, and production, as validated through our successful past performance record. We demonstrate our commitment to execution by immediately deploying and mobilizing a management team and equipment, coordinating with the owner's response team, and integrating with the overall recovery efforts. P&J has the balance sheet, financial partners, and proven systems and processes to support the necessary project operations expected of the disaster debris management contractor selected by the County.

To ensure compliance with 2CFR 200, we provide the required bid, payment, performance bonds, and rates that can support FEMA's reasonable cost criteria. As a project's scope and cost expand, we provide the increased bonding capacity necessary to reduce the financial risk to the County. Our aggregate bonding capacity of $1.75B represents our enterprise experience and capabilities of legacy, ongoing, and future projects.

The authorized representatives for P&J regarding communications related to this proposal are as follows:

Primary	Alternate
Brian Smallwood	**Sydney Kendrick**
Disaster Services Program Manager	Disaster Services Business Manager
10142 Parkside Drive, Suite 500	10142 Parkside Drive, Suite 500
Knoxville, TN 37922	Knoxville, TN 37922
Phone (251) 525-0011	Phone (325) 998-1023
bsmallwood@pandjenv.com	skendrick@pandjenv.com

We are committed to providing Emergency Debris Removal Services to Knox County professionally, promptly, and within contract specifications. We look forward to continuing as a part of your disaster response and recovery team.

Sincerely,



Morgan Pierce
President, Power
Phillips & Jordan

3 COMPANY INFORMATION

3.1 Emergency Contacts

P&J's 24/7 emergency contracts are as follows:

Brian Smallwood
Disaster Services Program Manager
10142 Parkside Drive, Suite 500
Knoxville, TN 37922
Phone (251) 525-0011
bsmallwood@pandjenv.com

Sydney Kendrick
Disaster Services Business Manager
10142 Parkside Drive, Suite 500
Knoxville, TN 37922
Phone (325) 998-1023
skendrick@pandjenv.com

Brigham Waginger
Project Manager
10142 Parkside Drive, Suite 500
Knoxville, TN 37922
Phone (740) 550-1132
bwaginger@pandj.com

Bailey Byrum
Project Manager
10142 Parkside Drive, Suite 500
Knoxville, TN 37922
Phone (432) 536-8038
bbyrum@pandjenv.com

3.2 Insurance Checklist

P&J's completed Insurance Checklist is provided on the following page.

KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
PROPOSAL NUMBER 3612

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY	$100,000 PER ACCIDENT $100,000 PER DISEASE $500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY X ANY AUTO-SYMBOL (1)	COMBINE SINGLE LIMIT (Per -Accident)	$ 1,000,000
			BODY INJURY (Per –Person)	
			BODY INJURY (Per-Accident)	
			PROPERTY DAMAGE (Per-Accident	
YES	4.	COMMERCIAL GENERAL LIABILITY		LIMITS
		CLAIM MADE / X / OCCUR	EACH OCCURRENCE	$1,000,000
			FIRE LEGAL LIABILITY	$100,000
			MED EXP (Per person)	$5,000
		GEN'L AGGREGATE LIMITS APPLIES PER	PERSONAL & ADV INJURY	$1,000,000
		POLICY / X / PROJECT / LOC	GENERAL AGGREGATE	$2,000,000
			PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	$2,000,000
YES	5.	PREMISES/OPERATIONS	$1,000,000 CSL BI/PD EACH OCCURRENCE $2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	$1,000,000 CSL BI/PD EACH OCCURRENCE $1,000,000 ANNUAL AGGREGATE	
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE	$1,000,000	
		PROFESSIONAL LIABILITY		
NO	10.	ARCHITECTS &ENGINEERS	$1,000,000 PER OCCURRENCE/CLAIM	
NO		ASBESTOS & REMOVAL LIABILITY	$2,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL MALPRACTICE	$1,000,000 PER OCCURRENCE/CLAIM	
NO		MEDICAL PROFESSIONAL LIABILITY	$1,000,000 PER OCCURRENCE/CLAIM	
NO	11.	MISCELLANEOUS E & O	$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE		
NO	14.	GARAGE LIABILITY	$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY	$500,000 COMPREHENSIVE; $500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE	$	
NO	17.	DISHONESTY BOND	$	
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H	FEDERAL STATUTORY LIMITS	

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

21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

22. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

23. OTHER INSURANCE REQUIRED _____

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: Scott Insurance AUTHORIZING SIGNATURE: _____

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

BIDDER NAME: Phillips and Jordan, Inc. AUTHORIZING SIGNATURE: _____

3.3 Iran Divestment Act Affidavit

P&J's completed Iran Divestment Act Affidavit is provided on the following page.

KNOX COUNTY PROCUREMENT DIVISION
IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL
REQUEST FOR QUALIFICATIONS NUMBER 3612

By submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:  (sign in blue ink)

Title: President, Power Date: December 3, 2024

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each respondent and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:  (sign in blue ink)

Title: President, Power Date: December 3, 2024

3.4 Non-collusion Affidavit

P&J's completed Non-Collusion Affidavit is provided on the following page.

Non-Collusion Affidavit

State of Tennessee

County of Knox

Morgan Pierce **, being first duly sworn, deposes and says that:**

(1) He/she is the President, Power **of** Phillips and Jordan, Inc. **, the firm that has submitted the attached Proposal;**

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title President, Power

Subscribed and sworn to before me this 3rd **day of** December**, 2014.** 24

Samantha Kriews

Samantha Kriews – Notary Public

Title

My Commission expires 11/23/2025

SAMANTHA KRIEWS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

3.5 Drug Free Workplace Affidavit

P&J's completed Drug Free Workplace Affidavit is provided on the following page.

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with bid by construction contractor with 5 or more employees)

I, Morgan Pierce, president or other principal Officer of

Phillips and Jordan, Inc., swear or affirm that the
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

President or Principal Officer

For: Phillips and Jordan, Inc.
Name of Company

STATE OF TENNESSEE {COUNTY OF Knox **}**

Subscribed and sworn before me by Morgan Pierce,

President or principal officer of Phillips and Jordan, Inc.,

On this 3rd **day of** December **2**024.

Samantha Kriews
Notary Public

My Commission expires: 11/23/2025



3.6 Licenses/Certificates

P&J is a national contractor that is licensed in all 50 states. **Our headquarters is located in Knoxville, TN at 10142 Parkside Drive**. Please find a copy of P&J's State of Tennessee Contractor License and Certificate of Authorization below. P&J's Knox County Business Tax License is provided in Part I of this proposal as requested in the RFP. P&J will obtain any additional required licesnses/permits prior to the start of any work within the County or its municipalities. No industry-specific licenses or certifications are required to perform disaster debris removal services.



State of Tennessee

13585319

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
PHILLIPS & JORDAN, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 9469
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2025
UNLIMITED; BC-B; HC; HRA; MU; S- Scale System; S-A; S-Leak Det Sys; S-Pressure Wash; S-Right of Way; S-Sewer/Storm W; S-Solar Panel I

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

DANTERRIUS BRAY
10142 PARKSIDE DRIVE
KNOXVILLE, TN 37922

July 8, 2024

Request Type: Certificate of Existence/Authorization Issuance Date: 07/08/2024
Request #: 0590994 Copies Requested: 1

Document Receipt

Receipt # : 009111396 Filing Fee: $20.00
Payment-Credit Card - State Payment Center - CC #: 3877413449 $20.00

Regarding: **PHILLIPS & JORDAN, INCORPORATED**
Filing Type: For-profit Corporation - Foreign
Formation/Qualification Date: 08/28/1967
Status: Active
Duration Term: Perpetual
Control # : 40620
Date Formed: 08/28/1967
Formation Locale: NORTH CAROLINA
Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

PHILLIPS & JORDAN, INCORPORATED

* a Corporation formed in the jurisdiction set forth above, is authorized to transact business in this State;
* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
* has filed the most recent annual report required with this office;
* has appointed a registered agent and registered office in this State;
* has not filed an Application for Certificate of Withdrawal.

Tre Hargett
Secretary of State

Processed By: Cert Web User **Verification #: 068491535**

Phone (615) 741-6488 * Fax (615) 741-7310 * Website: http://tnbear.tn.gov/

3.7 Cooperative Procurement

P&J is pleased to offer other entities within the State of Tennessee the option to utilize any contract resulting from this RFP through the establishment of a cooperative purchasing agreement (CPA). Any CPAs would be based on the County's contract and RFP and incorporate the same scope of work, pricing and terms and conditions. P&J understands that the County would not be a responsible party to any CPA that P&J might enter into with another entity. Since cooperative procurement is addressed as part of this original solicitation, there should be no unforeseen issues later if this approach is implemented. P&J has successfully executed and performed FEMA-reimbursable work for other entities under similar CPAs on numerous instances, both pre- and post-event.

3.8 Payment Via Credit Card

P&J does not accept payment via credit cards.

3.9 Acknowledgement of Addenda

P&J acknowledges receipt of the following addenda to Knox County's RFP #3612 for Emergency Debris Removal:

- **Addendum #1 - 11/21/2024**

4 VENDOR CAPABILITIES

4.1 Vast Resources

P&J has access to extensive equipment and personnel resources through our headquarters location in Knoxville, TN as well as throughout the State, both in-house and through our network of subcontractors, which can be used to support immediate response efforts following a debris-generating event, as needed. The following key points ensure our resource availability:

- **Headquartered in Knox County with over 200 employees and a full equipment shop.**
- Over 100 management and field personnel have supported disaster debris management missions.
- A highly qualified and experienced workforce includes a core response group of individuals that offer an average of 17 years of disaster response experience and have a combined total of 8 Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), and Occupational Safety and Health Administration certifications.
- Network of regional equipment rental vendors underpinned by national accounts with numerous heavy equipment manufacturers that can provide supplemental equipment to fill any equipment gaps.
- Proven history of meeting the equipment needs for a diverse range of projects and resources to provide the necessary equipment quickly and economically.
- Long-term relationships and executed enforceable master subcontracts for disaster response services with a highly qualified group of key pre-positioned subcontractors that have provided additional manpower and equipment for previous disaster debris management missions.
- Additional employees located in AL, FL, GA, VA and NC along with an additional equipment shop at our Regional Office in Pasco County, FL that can mobilize immediately in the event of a state-wide disaster.

4.2 Equipment Resources

With over 70 years in land clearing and infrastructure construction combined with 40 years in disaster response, we have an extensive production fleet and related equipment strategically located at in-house storage and maintenance shops throughout the country, mobilizing quickly regardless of location.

The following table illustrates our owned equipment relevant to the anticipated scope of work. Our full fleet, of both owned and rented equipment, includes more than 2,000 heavy and specialized pieces of equipment, and we maintain national accounts with major equipment vendors to deploy and service equipment as needed.

PHILLIPS & JORDAN OWNED EQUIPMENT

The following chart lists the company owned equipment that can be used on a Knox County Emergency Debris Removal Project.

This equipment is owned by P&J. It is not leased or owned by subcontractors. Owning such a large equipment fleet makes it easy for P&J to self-perform 100% on projects.



All-Terrain Vehicles

Access is very difficult and ground conditions aren't favorable for walking or regular passenger vehicles. P&J owns the following all-terrain vehicles aka UTVs that will be used to transport workers to and from work sites.

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Equip #	Description	Type	Serial #
M219	2008 POLARIS RANGER	ALL TERRAIN UTILITY VEHICLE	4XARH68A582380623
M242	2012 POLARIS RANGER 800 CREW	ALL TERRAIN UTILITY VEHICLE	4XAWH76A6C2257868
M256	2005 KUBOTA RTV900R	ALL TERRAIN UTILITY VEHICLE	KRTV900A41018667
M278	2016 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	A5KD2GDBVGG012540
M281	2017 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	20782
M282	2017 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	20783
13001	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	26676
13002	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	27255
13004	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	29744
13007	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	28611
13008	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	28613
13009	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	28617
13011	2020 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	A5KD2GDBCKG034321
28001	2019 POLARIS RANGER 900	ALL TERRAIN UTILITY VEHICLE	4XARVE877K8866975
28002	2019 POLARIS RANGER 900	ALL TERRAIN UTILITY VEHICLE	4XARVE873K8516601
28004	2019 CANAM DEFENDER MX HT SXS	ALL TERRAIN UTILITY VEHICLE	3JBUCAN40KK000430
28005	2019 POLARIS RANGER 900	ALL TERRAIN UTILITY VEHICLE	4XARVA872K8870666
28006	2019 POLARIS RANGER 900	ALL TERRAIN UTILITY VEHICLE	4XARVA874K8870667
28007	2019 POLARIS RANGER 900	ALL TERRAIN UTILITY VEHICLE	4XARVA878K8870669
28014	2020 POLARIS RANGER 570	ALL TERRAIN UTILITY VEHICLE	3NSCCA57XLE764304
28017	2020 POLARIS RANGER 570	ALL TERRAIN UTILITY VEHICLE	3NSCCA571LE767740
28018	2020 CANAM DEFENDER DPS HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR29LK000750
28019	2020 CANAM DEFENDER DPS HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR22LK000833
28020	2020 CANAM DEFENDER DPS HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR2XLK000661

28021	2020 CANAM DEFENDER DPS HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR24LK000753
28022	2020 CANAM DEFENDER DPS HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR21LK001343
28023	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX43LK000004
28024	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX48LK000094
28025	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX41LK000180
28026	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX47LK000040
28027	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX46LK000210
28028	2020 CANAM DEFENDER MAX DPS HD	ALL TERRAIN UTILITY VEHICLE	3JBUBAX42LK000107
28051	2021 CANAM DEFENDER DP5 HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR27MK000635
28052	2021 CANAM DEFENDER DP5 HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR24MK000625
28053	2021 CANAM DEFENDER DP5 HD5	ALL TERRAIN UTILITY VEHICLE	3JBUGAR21MK000632
28054	2021 CANAM DEFENDER MAX HD10	ALL TERRAIN UTILITY VEHICLE	3JBUBAX44MK000062
28055	2021 CANAM DEFENDER MAX HD10	ALL TERRAIN UTILITY VEHICLE	3JBUBAX42MK000092
28056	2021 CANAM DEFENDER MAX HD10	ALL TERRAIN UTILITY VEHICLE	3JBUBAX45MK000099
28057	2021 CANAM DEFENDER MAX HD10	ALL TERRAIN UTILITY VEHICLE	3JBUBAX40MK000091
31001	2019 YAMAHA VIKING VI EPS SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3YXKA101837
31002	2019 YAMAHA VIKING VI EPS SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3Y9KA102008
31003	2019 YAMAHA VIKING VI EPS SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3Y3KA102005
31004	2019 YAMAHA VIKING VI EPS SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3YXKA102163
31005	2020 YAMAHA VIKING VKG6 EPS SX	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3E1LA100292
31006	2020 YAMAHA VIKING VKG6 EPS SX	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3EXLA100291
32002	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	31435
32003	2019 KUBOTA RTVX1140	ALL TERRAIN UTILITY VEHICLE	31463
45004	2019 POLARIS RANGER CREW 900	ALL TERRAIN UTILITY VEHICLE	4XARVA877K8870677
X7984	2020 KUBOTA RTV-X1140W-H	ALL TERRAIN UTILITY VEHICLE	A5KD2GDBCLG038315
X7985	2017 KUBOTA RTV-X1140W-H	ALL TERRAIN UTILITY VEHICLE	17585
X8847	2022 KUBOTA RTV1140 UTV	ALL TERRAIN UTILITY VEHICLE	NG052061
X9169	2023 KUBOTA RTV X1140 UTV	ALL TERRAIN UTILITY VEHICLE	56480
X9170	2023 KUBOTA RTV X1140 UTV	ALL TERRAIN UTILITY VEHICLE	56563
X9171	2023 KUBOTA RTV X1140 UTV	ALL TERRAIN UTILITY VEHICLE	57662
X9172	2023 KUBOTA RTV X1140 UTV	ALL TERRAIN UTILITY VEHICLE	56512
X9177	2023 KUBOTA RTV X1140 UTV	ALL TERRAIN UTILITY VEHICLE	55788
432001	2018 YAMAHA YXC70VPXJR SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3Y7JA101101
432002	2018 YAMAHA YXC70VPXJR SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3Y9JA101228
432007	2018 YAMAHA YXC70VPXJR SXS	ALL TERRAIN UTILITY VEHICLE	5Y4AMC3Y9JA101522
433001	2017 WILCO MR200 MARSH BUGGY	ALL TERRAIN UTILITY VEHICLE	5000



Debris Removal Barges & Dredging Equipment

P&J owns the following equipment that can be used to remove debris from waterways

25

Equip #	Description	Type	Serial #
PG001	18" SHARK DREDGE	SAND & SILT REMOVAL	1100020176
PG002	20" SHARKUDA DREDGE	SAND & SILT REMOVAL	1400020205
PG003	30' WORKBOAT	DEBRIS REMOVAL	
PG004	20' WORKBOAT	DEBRIS REMOVAL	
PG005	20" ELEC FLOATING BOOSTER	DEBRIS, SAND & SILT REMOVAL	1500020207
PG006	20" ELEC SHORE BOOSTER	DEBRIS, SAND & SILT REMOVAL	1500020206
PG007	18" DRAGFLOW BARGE	DEBRIS, SAND & SILT REMOVAL	1700020193
PG008	18" DRAGFLOW BARGE	DEBRIS REMOVAL	1700020194
PG011	5100 KVA SHORE SUBSTATION	DEBRIS, SAND & SILT REMOVAL	1700020210
PG012	2,600 KVA SHORE SUBSTATION	DEBRIS, SAND & SILT REMOVAL	CUSTOM / NA
PG013	8" MORAY BARGE	DEBRIS, SAND & SILT REMOVAL	
PG014	2020 MARINE INLAND WORKBOAT	DEBRIS REMOVAL	
PG015	POSEIDON BARGE	DEBRIS REMOVAL	
PG016	GEN JOHN SIMCOE BARGE	DEBRIS REMOVAL	
191001	2019 18" SHARK DIESEL DREDGE	DEBRIS, SAND & SILT REMOVAL	1100020176
191002	2019 20" SHARKUDA ELE DREDGE	DEBRIS, SAND & SILT REMOVAL	1400020205
191003	2020 MARINE INLAND FAB TENDER	DEBRIS REMOVAL	MI03660120
192003	2019 30" WORKBOAT	DEBRIS REMOVAL	
192004	2020 20' WORKBOAT	DEBRIS REMOVAL	
193005	2020 ELECTRIC FLOAT BOOSTER	DEBRIS, SAND & SILT REMOVAL	1500020207
193006	2020 20" ELETRIC SHORE BOOSTER	DEBRIS, SAND & SILT REMOVAL	1500020206
194007	2020 18" DRAGFLOW BARGE	DEBRIS REMOVAL	1700020193
194008	2020 18" DRAGFLOW BARGE	BARGE REMOVAL	1700020194
195011	5100 KVA SHORE SUBSTATION	DEBRUS, SAND & SILT REMOVAL	1700020210
195012	2,600 KVA SHORE SUBSTATION	DEBRIS, SAND & SILT REMOVAL	CUSTOM / NA



Forwarders

Forwarders are great pieces of equipment used to load and haul out debris from rough terrain. These can drive through wet conditions and tracks can be added to the tires to minimize ground disturbance.

5

Equip #	Description	Type	Serial #
521002	2017 TIMBERPRO 830C FORWARDER	FORWARDER	830C-0624-051017
521003	2017 TIMBERPRO 830C FORWARDER	FORWARDER	830C-0625-052417
521004	2009 TIMBERPRO TF830-B	FORWARDER	830B-0309-060109
521005	2019 TIMBERPRO 830D FOWARDER	FORWARDER	830D-0701-052419
521006	2019 TIMBERPRO 830D FORWARDER	FORWARDER	830D-0704-061219



Fellerbunchers

Fellerbunchers can cut large trees that may be leaning over ditches and also place them in an area accessible to front end loaders and skid steers. P&J owns six that we actively use on ROW clearance projects.

6

Equip #	Description	Type	Serial #
E721	2015 KOMATSU XT445L-3 FELLERBU	FELLERBUNCHER	A3113
562002	2018 TIMBERPRO TL755C FELLERBU	FELLERBUNCHER	0591-050118
562003	2018 KOMATSU XT445L-3 FELLERBU	FELLERBUNCHER	A3132
562004	2018 KOMATSU XT430L-3 FELLERBU	FELLERBUNCHER	A2150
562005	2018 TIMBERPRO TL755D FELLERBU	FELLERBUNCHER	TL755D-0623-110618
562006	2019 TIMBERPRO TL755D FELLERBU	FELLERBUNCHER	TL755D-0655-032719



Tree Trimmers

Jarrafs are instrumental in cutting high limbs that are hazardous to the public. Jarrafs have the capability of cutting a large amount of trees daily and are better suited to work offroad different from bucket trucks.

3

Equip #	Description	Type	Serial #
28040	2020 JARRAFF TRACK TRIMMER 75'	TREE TRIMMER	JHT750720A1786
29004	2020 JARRAFF TRACK TRIMMER 75'	TREE TRIMMER	JHT750920A1811
331001	2020 JARRAFF TRACK TRIMMER 75'	TREE TRIMMER	JHT750920A1812



Grapples

P&J owns the following self-loading grapple trucks to load and haul debris from disasters. P&J invests the money into self-performance capabilities to separate ourselves from other disaster management firms. The following trucks are available to load and haul debris.

19

Equip #	Description	Type	Serial #
342E	2016 PETERBILT 367 W/2124 PREN	GRAPPLE/PRENTICE	1NPTL40X6GD319195
343E	2016 PETERBILT 367	GRAPPLE/PRENTICE	1NPTL40X9GD324875
344E	2016 PETERBILT 367 W/ROTOBEC E	GRAPPLE/PRENTICE	1NPTX4TX1GD308010
345E	2016 PETERBILT 367 W/ROTOBEC E	GRAPPLE/PRENTICE	1NPTX4TX1GD369552
352E	2018 PETERBILT 567 W/ROTOBEC E	GRAPPLE/PRENTICE	1NPCL40X2JD473247
28042	2020 Ryan 59" GRAPPLE SAW	GRAPPLE/PRENTICE	12059-014
28043	2020 ROTOBEC GRAPPLE	GRAPPLE/PRENTICE	173338-1
RC001	2001 WESTERN STAR GRAPPLE	GRAPPLE/PRENTICE	2WLECD3JX1K971075
RC002	1995 PETERBUILT 379 GRAPPLE	GRAPPLE/PRENTICE	1XP5D8X0SN388570
RC003	2010 KENWORTH T370 GRAPPLE	GRAPPLE/PRENTICE	2NKHHN7X7AM262399
RC004	2013 KENWORTH GRAPPLE TRUCK	GRAPPLE/PRENTICE	359840
RC005	2007 INTERNATIONAL GRAPPLE	GRAPPLE/PRENTICE	518886
RC006	2001 INTERNATIONAL GRAPPLE	GRAPPLE/PRENTICE	014382

RC007	2016 PETERBILT GRAPPLE TRUCK	GRAPPLE/PRENTICE	345876
RC008	2013 KENWORTH	GRAPPLE/PRENTICE	1XKADP8XODJ348078
RC009	2009 PETERBUILT	GRAPPLE/PRENTICE	1XPHD49XX9D790796
RC010	2005 KENWORTH GRAPPLE	GRAPPLE/PRENTICE	1XKDDU9X55J107998
X7412	19 PETERBUILT 567 GRAPPLE TRK	GRAPPLE/PRENTICE	1NPCXJTX2KD605021
166001	2020 FREIGHTLINER GRAPPLE TRUK	GRAPPLE/PRENTICE	3ALHG3FM7LDLH4739



Loaders

The P&J front end loaders listed below are available to haul and load debris. These loaders are capable of accessing ditches and waterways to remove the debris with the most minimal impact to the environment.

57

Equip #	Description	Type	Serial #
F004	1986 CATERPILLAR 966D	LOADER	99Y4153
F050	2003 JOHN DEERE 644H	LOADER	584864
F073	2000 KUBOTA R520	LOADER	010767
F075	2006 JOHN DEERE 624J	LOADER	603430
F076	2006 JOHN DEERE 624J	LOADER	603492
F077	2006 J D 624J LOADER W/B&F	LOADER	603396
F079	2006 JOHN DEERE 644J	LOADER	602784
F081	2006 JOHN DEERE 644J	LOADER	DW644JX603499
F084	2006 CATERPILLAR 930GIT	LOADER	TWR01157
F085	2006 JOHN DEERE 644J	LOADER	DW644JX603493
F122	2013 CATERPILLAR 930K	LOADER	RHN01949
F126	2013 JOHN DEERE 844K LOADER	LOADER	1DW844KXCDE653696
F127	2014 JOHN DEERE 844K LOADER	LOADER	1DW844KXHED658541
F128	2013 JOHN DEERE 624K LOADER	LOADER	655371
F129	2012 JOHN DEERE 644K LOADER	LOADER	643769
F130	2012 JOHN DEERE 644K LOADER	LOADER	1DW644KZKCE642346
F131	2014 CAT 930K LOADER	LOADER	RHN02735
F135	2012 CAT 930K LOADER	LOADER	RHN00467
F136	2014 JOHN DEERE 644K LOADER	LOADER	657374
F137	2014 CATERPILLAR 930K LOADER	LOADER	RHN02282
F139	2015 CATERPILLAR 930K LOADER	LOADER	RHN04294
F140	2015 CATERPILLAR 950M	LOADER	EMB00507

F142	2015 CATERPILLAR 930M LOADER	LOADER	KTG00558
M268	2014 CATERPILLAR 420F IT BACK	LOADER	JWJ02405
X7107	2001 CAT 992G LOADER	LOADER	ADZ00351
X7422	2019 VOLVO L110H WHEEL LOADER	LOADER	VCEL110HJ00012142
X7636	2018 VOLVO L110H WHEEL LOADER	LOADER	631558
X8852	2022 VOLVO L110H LOADER	LOADER	632419
X9057	2019 CASE 621G WHEEL LOADER	LOADER	NKF247141
X9121	2022 JOHN DEERE 624P LOADER	LOADER	1DW624PACPLZ17095
X9140	2019 CAT 926M LOADER	LOADER	0LTE06676
X9163	2022 VOLVO L120H LOADER	LOADER	633334
X9166	2019 CASE 821G LOADER	LOADER	JEEN0821PNF254321
X9193	2019 CAT 950M WHEEL LOADER	LOADER	0JS01981
221001	2015 JOHN DEERE 624K LOADER	LOADER	1DW624KPKEF665076
221002	2014 JOHN DEERE 624K LOADER	LOADER	1DW624KZCEF659993
221003	2018 CAT 938M LOADER	LOADER	J3R05319
221004	2018 CAT 938M LOADER	LOADER	J3R05276
221005	2018 CAT 938M LOADER W/B&F	LOADER	J3R05346
221006	2018 CAT 938M LOADER	LOADER	J3R05281
222001	2015 CAT 950M LOADER	LOADER	EMB01167
222002	2016 CAT 950M LOADER	LOADER	EMB02620
222003	2016 CATERPILLAR 950M LOADER	LOADER	EMB02560
222004	2016 JD 644K LOADER	LOADER	1DW644KZAGF676633
222005	2016 JD 644K LOADER	LOADER	1DW644KZPFF672704
222006	2018 CAT 950GC LOADER	LOADER	M5T00622
222007	2017 CAT 950M LOADER	LOADER	EMB02386
222008	2018 CAT 966M LOADER	LOADER	EJA01970
222009	2018 CAT 950GC LOADER W/B&F	LOADER	M5T01030
222010	2018 CAT 950GC LOADER	LOADER	M5T01193
222011	2019 CAT 950GC LOADER W/FORKS	LOADER	M5T01667
222012	2014 CATERPILLAR 950K LOADER	LOADER	R4A02471
222013	2021 CAT 950GC LOADER W FORKS	LOADER	M5T04271
222014	2021 CAT 950GC WHEEL LOADER	LOADER	0M5T04110
222015	2020 CAT 966M TRACK LOADER	LOADER	0EJA03259
222016	2022 VOLVO L110H LOADER	LOADER	VCEL110HJ0S632252
222017	2021 CAT 950GC LOADER	LOADER	M5T04683
222018	2021 VOLVO L110H WHEEL LOADER	LOADER	632200
222019	2021 VOLVO L110 WHEEL LOADER	LOADER	632199
222020	2021 CAT 950GC WHEEL LOADER	LOADER	M5T04276
222021	2021 CAT 950GC WHEEL LOADER	LOADER	M5T04067
222023	2021 CAT 950M WHEEL LOADER	LOADER	M5T03500
222024	2021 CAT 950GC WHEEL LOADER	LOADER	M5T04479

222025	2021 CAT 950GC WHEEL LOADER	LOADER	M5T04272
222026	2021 CAT 950GC WHEEL LOADER	LOADER	M5T04104
223001	2021 VOLVO L220H WHEEL LOADER	LOADER	3307
401001	2013 CAT 420F IT LOADER BACKHO	LOADER	JWJ01485
991133	2022 VOLVO L60H LOADER	LOADER	622753
991140	2022 KOMATSU WA480 LOADER	LOADER	A48216
991152	2022 VOLVO L220H LOADER	LOADER	3405
X10534	2013 CAT 992K WHEEL LOADER	LOADER	88000422



Skidsteer Loaders

Skidsteers are one of the most capable pieces of equipment. P&J utilizes these to consolidate debris. Skid Steers have the ability to load and haul debris to the grapple trucks without requiring a large footprint to work off of thus reducing restoration work.

57

Equip #	Description	Type	Serial #
F117	2011 CATERPILLAR 279C	SKIDSTEER LOADER	MBT02852
F132	2014 CAT 289D SKID STEER	SKIDSTEER LOADER	TAW01351
F133	2014 CAT 299D SKID STEER	SKIDSTEER LOADER	JST00604
F138	2013 CATERPILLAR 299D SKID STE	SKIDSTEER LOADER	GTC00442
F141	2015 CATERPILLAR 289D SKID STE	SKIDSTEER LOADER	TAW03860
F144	2015 CATERPILLAR 289D SKIDSTEE	SKIDSTEER LOADER	TAW02335
F145	2014 CAT 299D SKID STEER W/ MU	SKIDSTEER LOADER	JST00840
F147	2015 J D 333E SKID STEER	SKIDSTEER LOADER	1T0333EMTFE277367
F148	2015 CATERPILLAR 289D SKIDSTEE	SKIDSTEER LOADER	TAW02708
F149	2015 CATERPILLAR 289D SKIDSTEE	SKIDSTEER LOADER	TAW03339
X7978	2022 TAKEUCHI TL12V2 SKIDSTEER	SKIDSTEER LOADER	412005427
X7990	2020 CAT 299 SKID STEER	SKIDSTEER LOADER	0DY901826
X8895	CMI 175 TRACK MULCHER	SKIDSTEER LOADER	CMI175CUD2004304
X8914	2020 TAKEUCHI TL10 SKID STEER	SKIDSTEER LOADER	410003221
X8948	2022 BOBCAT T740 SKID STEER	SKIDSTEER LOADER	B3CA23288
X9065	2020 CAT 299D SKID STEER	SKIDSTEER LOADER	HLM00141
X9086	2023 JOHN DEERE 331 SKID STEER	SKIDSTEER LOADER	1T0331GKCPF439430
X9124	2022 BOBCAT T76 SKID STEER	SKIDSTEER LOADER	B4CE19754
X9133	2021 BOBCAT T76 SKID STEER	SKIDSTEER LOADER	B4CE16334
X9145	2019 CAT 289D3 SKID STEER	SKIDSTEER LOADER	0JX911395

X9155	2023 BOBCAT T76 TRACK LOADER	SKIDSTEER LOADER	B4CE25801
X9160	2017 BOBCAT T740 SKID STEER	SKIDSTEER LOADER	B3CA12497
X9173	2022 BOBCAT T740 SKID STEER	SKIDSTEER LOADER	B3CA23090
X9183	2020 TAKEUCHI TL8 SKID STEER	SKIDSTEER LOADER	408000324
X9186	2023 CAT 259D3 SKID STEER	SKIDSTEER LOADER	CW924172
301001	2017 CAT 289D SKIDSTEER	SKIDSTEER LOADER	TAW06856
301002	2017 CAT 299D SKIDSTEER	SKIDSTEER LOADER	FD201945
301003	2017 CAT 299D SKIDSTEER	SKIDSTEER LOADER	FD202032
301004	2017 CAT 299D SKIDSTEER	SKIDSTEER LOADER	FD202053
301006	2019 CAT 299D2 SKID STEER	SKIDSTEER LOADER	FD204822
301007	2019 289D XPS CAB SKID STEER	SKIDSTEER LOADER	TAW12314
301008	2021 CAT 299D3 SKID STEER	SKIDSTEER LOADER	0DY903673
301009	2020 CAT 299D3 SKID STEER	SKIDSTEER LOADER	DY903100
301010	2021 CAT 299D3 SKID STEER	SKIDSTEER LOADER	DY903927
301011	2022 CAT 299D3 SKID STEER	SKIDSTEER LOADER	DY906478
301012	2022 CAT 299D3 SKID STEER	SKIDSTEER LOADER	DY906674
301013	2022 CAT 299D3 SKID STEER	SKIDSTEER LOADER	DY907206
551001	2017 CATERPILLAR 299D SKIDSTEE	SKIDSTEER LOADER	DX201851
551003	2018 CAT 299D2 W / MULCHER	SKIDSTEER LOADER	DX900200
991188	2023 CAT 299D3XE SKID STEER	SKIDSTEER LOADER	BX906133



Excavators

As with any debris removal project, excavators are necessary to load and haul large pieces of debris. Many of our excavators have hot saws to cut debris that may be leaning over or in a watershed.

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Equip #	Description	Type	Serial #
E680	2013 CATERPILLAR 320EL	EXCAVATOR CLEARING	WBK03080
E683	2013 CATERPILLAR 320ERR	EXCAVATOR CLEARING	TFX00333
E702	2014 CATERPILLAR 320 EL EXCAVA	EXCAVATOR CLEARING	WBK03892
E832	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK02464
E837	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03894
E840	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03853

E843	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK02604
E846	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03477
E852	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03832
E853	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03720
E927	2013 CAT 320EL RR EXCAVATOR	EXCAVATOR CLEARING	TFX00651
E942	2016 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM00291
E947	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10112
E951	2017 CAT 320F EXCAVATO	EXCAVATOR CLEARING	YBM10015
E959	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10281
E962	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10276
572005	2015 CAT 320EL EXCAVATOR	EXCAVATOR CLEARING	WBK03884
572006	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM00366
572009	2015 CAT 320EL EXCAVATOR	EXCAVATOR CLEARING	WBK03567
572010	2015 CATEPILLAR 320EL EXCAVATO	EXCAVATOR CLEARING	WBK03723
572012	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10115
572016	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10366
572018	2018 CATERPILLAR 320	EXCAVATOR CLEARING	HEX01480
572019	2019 CATERPILLAR 320	EXCAVATOR CLEARING	HEX10361
572020	2019 CATERPILLAR 320	EXCAVATOR CLEARING	HEX10586
572021	2019 CATERPILLAR 320	EXCAVATOR CLEARING	HEX10739
572022	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX10163
572023	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX10885
572024	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX10866
572025	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX10920
572027	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX11244
572029	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX11130
572030	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX11465
572032	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX12205
572033	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR CLEARING	HEX12391
572037	2015 CATERPILLAR 320EL EXCAVAT	EXCAVATOR CLEARING	WBK03819
572038	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM00363
572039	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10280
572040	2017 CATERPILLAR 320F EXCAVATO	EXCAVATOR CLEARING	YBM10402
E617	2010 CATERPILLAR 315 DL	EXCAVATOR HEAVY	CJN01046
E625	2005 CATERPILLAR 314C	EXCAVATOR HEAVY	PCA01015
E632	2011 CATERPILLAR 315 DL	EXCAVATOR HEAVY	JGS00565
E637	2012 CATERPILLAR 320EL	EXCAVATOR HEAVY	WBK00311
E638	2011 CATERPILLAR 308D	EXCAVATOR HEAVY	GBT00631
E639	2011 CATERPILLAR 305CR	EXCAVATOR HEAVY	XER01530
E644	2012 CATERPILLAR 308E	EXCAVATOR HEAVY	GBJ00307
E657	2011 CATERPILLAR 305	EXCAVATOR HEAVY	XER00549

E662	2013 CAT 336EL W/GPS	EXCAVATOR HEAVY	BZY02459
E674	2011 JOHN DEERE 290G	EXCAVATOR HEAVY	1FF290GXHBE705054
E682	2013 CATERPILLAR 305	EXCAVATOR HEAVY	XFA00889
E687	2012 JOHN DEERE 85D EXCAVATOR	EXCAVATOR HEAVY	016633
E696	2013 CAT 336EL EXCAVATOR	EXCAVATOR HEAVY	FJH00797
E697	2012 CAT 336EL EXCAVATOR	EXCAVATOR HEAVY	FJH01585
E698	2014 CAT 336EL EXCAVATOR	EXCAVATOR HEAVY	FJH01445
E699	2014 CAT 320EL EXCAVATOR	EXCAVATOR HEAVY	WBK02868
E842	2015 CATERPILLAR 336FL EXCAVAT	EXCAVATOR HEAVY	RKB00615
E848	2015 CATERPILLAR 336EL EXCAVAT	EXCAVATOR HEAVY	RKB01448
E855	2015 CATERPILLAR 336FL EXCAVAT	EXCAVATOR HEAVY	RKB00928
E865	2015 CATERPILLAR 336F EXCAVATO	EXCAVATOR HEAVY	RKB00611
E913	2014 CATERPILLAR 336EL EXCAVAT	EXCAVATOR HEAVY	FJH01371
E914	2005 CATERPILLAR 365 EXCAVATOR	EXCAVATOR HEAVY	MCS00262
E915	2016 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXHFE471308
E919	2013 CATERPILLAR 336EL EXCAVAT	EXCAVATOR HEAVY	JRJ00326
E924	2012 CATERPILLAR 305 ECRLC EXC	EXCAVATOR HEAVY	XFA00498
E928	2015 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXAFE471225
E935	2014 CATERPILLAR 336F EXCAVATO	EXCAVATOR HEAVY	RKB00390
E944	2014 CATERPILLAR 314E EXCAVATO	EXCAVATOR HEAVY	ZJT00996
E945	2017 CATERPILLAR 330FLLR EXCAV	EXCAVATOR HEAVY	MBX10129
E967	2017 CATERPILLAR 330FLLR EXCAV	EXCAVATOR HEAVY	MBX10406
E970	2013 CATERPILLAR 328DL EXCAVAT	EXCAVATOR HEAVY	RMX00682
X7328	2020 CAT 336EW HYD EXCAVATOR	EXCAVATOR HEAVY	0DKS02325
X7445	2021 VOLVO EC480EL EXCAVATOR	EXCAVATOR HEAVY	314580
X7573	2020 CAT 336 HYD EXCAVATOR	EXCAVATOR HEAVY	0YBN10542
X7608	2019 VOLVO EC350 EXCAVATOR	EXCAVATOR HEAVY	314082
X7656	2016 CAT 305 EXCAVATORS	EXCAVATOR HEAVY	CR502426
X7827	2021 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG10039
X8749	2020 CAT 335 FL EXCAVATOR	EXCAVATOR HEAVY	0SGJ21079
X8872	2020 KUBOTA U55 MINI EXCAVATOR	EXCAVATOR HEAVY	H27654
X8890	2022 CAT 336EW EXCAVATOR	EXCAVATOR HEAVY	0DKS20650
X8965	MARSH BUGGY EXCAVATOR	EXCAVATOR HEAVY	
X8967	2018 VOLVO EC380EL EXCAVATOR	EXCAVATOR HEAVY	311479
X8973	KUBOTA KX080 MINI EXCAVATOR	EXCAVATOR HEAVY	KBCDZ84CJM3K12681
X8983	2021 KOMATSU PC360 EXCAVATOR	EXCAVATOR HEAVY	A37651
X8988	2021 BOBCAT E35I EXCAVATOR	EXCAVATOR HEAVY	B3Y219233
X9025	2018 CASE CX245D EXCAVATOR	EXCAVATOR HEAVY	NHS7K1130
X9034	2021 VOLVO EC200EL EXCAVATOR	EXCAVATOR HEAVY	VCEC200EA00314533
X9064	2023 LINKBELT 210X4 EXCAVATOR	EXCAVATOR HEAVY	LBX210Q7NNHEX2553
X9069	2018 CAT 320 EXCAVATOR	EXCAVATOR HEAVY	HEX12155

X9084	CAT 308 EXCAVATOR W/THUMB	EXCAVATOR HEAVY	0GG804211
X9101	2020 LINKBELT 80X3 EXCAVATOR	EXCAVATOR HEAVY	LBX080Q6NLHEX1721
X9123	2019 TAKEUCHI TB260 MINI EX	EXCAVATOR HEAVY	126103891
X9128	2018 VOLVO EC380EL EXCAVATOR	EXCAVATOR HEAVY	VCEC220ET00310470
X9138	2022 VOLVO EC235 EXCAVATOR	EXCAVATOR HEAVY	VCECR235A00315359
X9153	2017 CAT 330NG EXCAVATOR	EXCAVATOR HEAVY	WCH20405/W193
X9154	2018 CAT 330F EXCAVATOR	EXCAVATOR HEAVY	MBX10651/W120
X9156	2022 CAT 315 EXCAVATOR	EXCAVATOR HEAVY	0FTY00546
X9157	2023 TAKEUCHI TB250 MINI EX	EXCAVATOR HEAVY	125103581
X9174	2022 VOLVO ECR235 EXCAVATOR	EXCAVATOR HEAVY	VCECR235K00315209
X9175	2021 LINKBELT 210X4 EXCAVATOR	EXCAVATOR HEAVY	:LBX210Q7NMHEX2220
X9184	2018 CAT 330F EXCAVATOR	EXCAVATOR HEAVY	OLHW00974
X9187	2021 LINKBELT 245X4 EXCAVATOR	EXCAVATOR HEAVY	LBX245Q7NMHEX1652
X9189	2018 CASE CX80 EXCAVATOR	EXCAVATOR HEAVY	NHS6B1864
X9190	2018 CASE CX245D EXCAVATOR	EXCAVATOR HEAVY	NJS7K1166
211001	2018 CAT 308E2 EXCAVATOR	EXCAVATOR HEAVY	FJX10191
211002	2017 CAT 305E EXCAVATOR	EXCAVATOR HEAVY	H5M05191
211003	2017 CAT 308E2 EXCAVATOR	EXCAVATOR HEAVY	FJX08965
211004	2017 CAT 307E2 EXCAVATOR	EXCAVATOR HEAVY	OKC900751
211005	2017 CAT 308E EXCAVATOR	EXCAVATOR HEAVY	FJX09175
211006	2021 CAT 308 MINI EXCAVATOR	EXCAVATOR HEAVY	GG804103
211007	2022 CAT 308 EXC W/THUMB	EXCAVATOR HEAVY	GG805560
211008	2022 CAT 308 EXCAVATOR	EXCAVATOR HEAVY	GG805969
213001	2016 JOHN DEERE 160G EXCAVATOR	EXCAVATOR HEAVY	1FF160GXCGF056381
213002	2021 CAT 315 EXCAVATOR	EXCAVATOR HEAVY	WKX10196
213003	2021 CAT 315 HYD EXCAVATOR	EXCAVATOR HEAVY	WKX00768
213004	2021 CAT 315 HYD EXCAVATOR	EXCAVATOR HEAVY	0WKX10630
214002	2021 CAT 325 ZERO SWING EXC	EXCAVATOR HEAVY	TEL10770
215001	2017 CAT 335 FL EXCAVATOR	EXCAVATOR HEAVY	KNE10198
215003	2019 CAT 326FL LONG REACH EXC	EXCAVATOR HEAVY	FBR20880
215004	2018 CAT 336FL W / ORUGA 250	EXCAVATOR HEAVY	RKB20268
215006	2021 CAT 336 EXCAVATOR	EXCAVATOR HEAVY	DKS20290
215007	2021 CAT 336 HYD EXCAVATOR	EXCAVATOR HEAVY	DKS20176
215008	2022 CAT 336 EXCAVATOR	EXCAVATOR HEAVY	YBN21032
215009	2021 CAT 336 EXCAVATOR	EXCAVATOR HEAVY	YBN20354
215010	2021 CAT 336 EXCAVATOR	EXCAVATOR HEAVY	YBN20388
215011	2021 CAT 336 HYD EXCAVATOR	EXCAVATOR HEAVY	YBN20464
216001	2017 JD 470G EXCAVATOR W/GPS	EXCAVATOR HEAVY	1FF470GXEGF235027
216002	2019 JOHN DEERE 470G EXC W/GPS	EXCAVATOR HEAVY	1FF470GXAJF236052
216003	2019 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXTKF236321
216004	2020 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXCKF236311

216005	2019 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXCKF236138
216006	2020 CATERPILLAR 349 EXCAVATOR	EXCAVATOR HEAVY	RYG00204
216007	2020 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A42633
216008	2020 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A42650
216009	2020 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A42403
216010	2021 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A42748
216011	2021 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20434
216012	2022 KOMATSU PC490LC EXCAVATOR	EXCAVATOR HEAVY	A42974
216013	2021 JOHN DEERE 470G EXCAVATOR	EXCAVATOR HEAVY	1FF470GXAMF236850
216014	2022 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20555
216015	2022 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A43104
216016	2022 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20666
216017	2022 KOMATSU PC490 EXCAVATOR	EXCAVATOR HEAVY	A43052
216018	2021 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG10054
216019	2022 CAT 352 LONG REACH EXC	EXCAVATOR HEAVY	SZH20005
217001	2021 CAT 395 EXCAVATOR	EXCAVATOR HEAVY	WGA00224
218001	2021 KOMATSU PC1250LC EXC	EXCAVATOR HEAVY	50059
218002	2021 KOMATSU PC1250LC EXC	EXCAVATOR HEAVY	50087
571001	2019 CAT 308E2 EXCAVATOR W/THU	EXCAVATOR HEAVY	FJX12818
572026	2019 CATERPILLAR 316F EXCAVATO	EXCAVATOR HEAVY	YDL20471
572028	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR HEAVY	HEX11135
572031	2019 CATERPILLAR 316F EXCAVATO	EXCAVATOR HEAVY	YDL20919
572034	2019 CATERPILLAR 320 EXCAVATOR	EXCAVATOR HEAVY	HEX11938
572041	2019 CATERPILLAR 315FL EXCAVAT	EXCAVATOR HEAVY	TDY13374
572042	2019 CAT 315FL EX W/THUMB	EXCAVATOR HEAVY	TDY13355
572043	2021 CAT 315 HYD EXCAVATOR	EXCAVATOR HEAVY	0WKX00813
991114	VOLVO EC750EL EXCAVATOR	EXCAVATOR HEAVY	314061
991119	2022 CAT 315 HYD EXCAVATOR	EXCAVATOR HEAVY	WKX11474
991123	2021 CAT M320 EXCAVATOR	EXCAVATOR HEAVY	KE400234
991129	2022 CAT 352 LONG REACH EXC	EXCAVATOR HEAVY	SZH10011
991131	2022 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20619
991136	2022 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20617
991137	2022 CAT 349 EXCAVATOR	EXCAVATOR HEAVY	RYG20688
991160	2022 CAT 336GC EXCAVATOR	EXCAVATOR HEAVY	GSF20320
991163	2022 CAT 326 LONG REACH EXC	EXCAVATOR HEAVY	MFJ20138
991165	2022 CAT 340 LONG REACH EXC	EXCAVATOR HEAVY	GMJ20004
991167	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE901878 / 209383
991168	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE901877
991169	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE901876
991172	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE902150
991173	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE902154

991174	2023 CAT 303 MINI EXCAVATOR	EXCAVATOR HEAVY	RE902153
991185	2023 CAT 320 EXCAVATOR	EXCAVATOR HEAVY	CAT00320KMYK20857
991189	2023 CAT 320 EXCAVATOR	EXCAVATOR HEAVY	MYK20892
X10481	2019 CAT 6015B EXCAVATOR	EXCAVATOR HEAVY	LWS01026



Bucket Trucks

When hazardous trees are outside of reach of the grapple trucks and excavators, bucket trucks are needed.

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Equip #	Description	Type	Serial #
276E	2012 FREIGHTLINER BUCKET TRUCK	BUCKET TRUCK	1FVACXDT3CHBF2713
353E	2018 FREIGHTLINER M2 106 BUCKET	BUCKET TRUCK	3ALDCYFC0JDJM4881
X7833	2022 FREIGHTLINE M2106	BUCKET TRUCK	1FVDCXFC2NHNK4573
X8987	16 FRTLNR M2106 BUCKET TRUCK	BUCKET TRUCK	3ALACXDT9GDHE5259
X8996	INTERNATIONAL HRX55 BKT TRUCK	BUCKET TRUCK	1HTWBMMN5JH631835
X9026	2020 INTNTL HRX55 BUCKET TRUCK	BUCKET TRUCK	3HAEEMMN0LL888787



Cranes

Heavy lifts are sometimes needed. For that purpose, P&J takes pride in owning cranes that are capable of lifting and placing hazardous debris safely.

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Equip #	Description	Type	Serial #
E502	1967 GROVE 1012D	CRANE	672030
991022	2019 LINK-BELT TCC-750 CRANE	CRANE	R8K96341
991023	2019 LINK-BELT TCC-750 CRANE	CRANE	R8K96340
991024	2019 LINK-BELT TCC-750 CRANE	CRANE	R8K96426



Trucks

When working on wetland areas, large tire equipment is crucial to haul out debris to the ROW for grapple trucks. The large fleet of P&J off roads trucks can safely transport debris from the wetlands to the ROW. Tracks can also be added to rubber tire equipment to limit site impact.

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Equip #	Description	Type	Serial #
X7098	2012 CAT 777G OFF RD TRUCK	OFF ROAD TRUCK	RDR00119
X7099	2007 CAT 777F OFF RD TRUCK	OFF ROAD TRUCK	JRP00428
X7100	2007 CAT 777F OFF RD TRUCK	OFF ROAD TRUCK	JRP01069
X7101	2008 CAT 777F OFF RD TRUCK	OFF ROAD TRUCK	JRP01895
X7302	2012 CAT 777G OFF ROAD TRUCK	OFF ROAD TRUCK	RDR00117
X7380	2021 CAT 725TG OFF ROAD TRUCK	OFF ROAD TRUCK	03T900307
X7688	2020 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	352419
X7823	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	03T602045
X7824	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	03T602214
X7928	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	03T602246
X8600	CAT 745 OFF RD TRUCKW/PAN	OFF ROAD TRUCK	11-22-68
X8640	CAT 745 OFF RD TRUCK W/PAN	OFF ROAD TRUCK	11-15-81
X8850	2020 BELL B20E OFF RD TRUCK	OFF ROAD TRUCK	3009527
X8851	2021 BELL B20E OFF RD TRUCK	OFF ROAD TRUCK	3009481
X8946	2007 CATERPILLAR 777 TRUCK	OFF ROAD TRUCK	JRP00568
X9061	2019 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	342619
X9066	2008 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP01608
X9067	2009 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP01736
X9104	2022 VOLVO A30G OFF ROAD TRUCK	OFF ROAD TRUCK	VCE0A30GL00752902
X9107	2019 VOLVO A30G OFF ROAD TRUCK	OFF ROAD TRUCK	742519
X9114	2023 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	03T605740
X9115	2018 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	03T800574
X9116	2018 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	03T600931
X9125	KOMATSU HM400 OFF ROAD TRUCK	OFF ROAD TRUCK	10265
X9136	2020 KOMATSU HM400 DUMP TRUCK	OFF ROAD TRUCK	11378
X9150	2005 KOMATSU CD60 CRAWLER	OFF ROAD TRUCK	2044
X9151	2003 KOMATSU CD60R CRAWLER	OFF ROAD TRUCK	1959
X9192	2018 CAT 730 OFF ROAD TRUCK	OFF ROAD TRUCK	2T401099
231002	2017 MOROOKA MST2200VDR	OFF ROAD TRUCK	AR224136

231003	2018 MOROOKA MST2200VDR	OFF ROAD TRUCK	AR224169
231004	2018 MOROOKA MST2200VDR	OFF ROAD TRUCK	AR224180
232001	2019 VOLVO A25G OFF RD TRUCK	OFF ROAD TRUCK	742303
235002	2018 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T600843
235003	2018 CAT 745C OFF RD TRUCK	OFF ROAD TRUCK	3T600693
235004	2018 CAT 745C OFF RD TRUCK	OFF ROAD TRUCK	TFK01224
235005	2018 CAT 745C OFF RD TRUCK	OFF ROAD TRUCK	3T600472
235006	2018 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T600758
235007	2018 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T600686
235008	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T601282
235009	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T601281
235010	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T602037
235011	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T602038
235012	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T602110
235013	2019 CATERPILLAR 745 OFF-ROAD	OFF ROAD TRUCK	3T602111
235014	2018 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T601002
235015	2018 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T601013
235016	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	3T601340
235017	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T602109
235018	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T602108
235019	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	3T601544
235020	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352011
235021	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352041
235023	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	3T602191
235024	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T602117
235025	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T602116
235026	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T601418
235027	2019 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T601429
235028	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	342682
235029	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	342714
235030	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	A45G352206
235031	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352207
235032	2020 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352168
235033	2020 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352191
235034	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352009
235035	2019 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352045
235036	2020 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	342475
235037	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	3T602160
235038	2019 CAT 745 OFF ROAD TRUCK	OFF ROAD TRUCK	3T602192
235039	2021 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	352710
235040	2021 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	352704

235041	2020 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	A40GV352481
235042	2020 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	A40GV352479
235043	2021 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	352776
235044	2021 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	352779
235045	2021 VOLVO A45G OFF ROAD TRUCK	OFF ROAD TRUCK	A45G352688
235046	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352783
235047	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352884
235048	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352912
235049	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352945
235050	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352941
235051	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352946
235052	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352935
235053	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352940
235054	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352944
235055	2021 VOLVO A45G OFF RD TRUCK	OFF ROAD TRUCK	352953
235056	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603364
235057	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603356
235058	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603349
235059	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603365
235060	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603358
235061	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603430
235062	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603437
235063	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T603351
235064	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T605628
235065	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	3T605627
991132	2022 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	VCE0A40GK00353079
991138	2022 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	A40GH00353060
991139	2022 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	A40GH00353091
991146	2022 CAT 745 OFF RD TRUCK	OFF ROAD TRUCK	03T603114
991154	2022 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	VCE0A40GJ00353116
991155	2022 VOLVO A40G OFF RD TRUCK	OFF ROAD TRUCK	VCE0A40GK00353115
991158	2022 VOLVO A40G OFF ROAD TRUCK	OFF ROAD TRUCK	VCE0A40GV00353152
991170	2022 VOLVO A45G OFF ROAD TRUCK	OFF ROAD TRUCK	353443
991178	2023 VOLVO A45G OFF ROAD TRUCK	OFF ROAD TRUCK	353435
991179	2023 VOLVO A25G OFF ROAD TRUCK	OFF ROAD TRUCK	752683
991180	2023 VOLVO A25G OFF ROAD TRUCK	OFF ROAD TRUCK	752682
991183	2022 VOLVO A45G OFF ROAD TRUCK	OFF ROAD TRUCK	343421
X10535	2007 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP00930
X10537	2007 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP00615
X10538	2009 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP01968
X10545	2011 CAT 777F OFF ROAD TRUCK	OFF ROAD TRUCK	JRP02658

X10563	CAT 745 OFF RD TRUCK W/PAN	OFF ROAD TRUCK	33-15-39
192E	2006 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C56M034656
193E	2006 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C56M043146
194E	2006 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C76M043164
195E	2006 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C96M043165
215E	2007 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C57M050065
244E	2007 MACK CV713	ON-ROAD DUMP TRUCK	1M2AG11C77M055834
285E	2014 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C8EM020153
309E	2014 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C8EM021125
335E	2016 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C4GM028270
336E	2016 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C6GM028271
337E	2016 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C8GM028272
338E	2016 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07CXGM028273
123001	2014 MACK GU713	ON-ROAD DUMP TRUCK	1M2AX07C4EM021123



Lowboys

P&J owns 9 lowboys that will be used to transport equipment from each access point.

9

Equip #	Description	Type	Serial #
019L	2007 PETERBILT 379	LOWBOY	1XP5DB9X57N889010
045L	2000 PETERBILT 379	LOWBOY	1XP5DB9X4YN533939
055L	2006 PETERBILT 379	LOWBOY	1XP5DB9XX6N890281
083L	2015 MACK CHU613 LOWBOY TRACTR	LOWBOY	1M1AN07Y0FM021367
711001	2006 PETERBILT 379	LOWBOY	1XP5DBEX06N898296
711002	2019 PETERBILT 389	LOWBOY	1XPXP4EX3KD631312
711003	2019 PETERBILT 389	LOWBOY	1XPXP4EX5KD631313
711004	2020 PETERBILT 389	LOWBOY	1XPXP4EX1LD673916
711005	2020 PETERBILT 389 TRUCK	LOWBOY	1XPXP4EX3LD673917



Hydroseeders

Unlike our competitors, P&J owns 11 hydroseeders that can spread seed in all affected areas to improve soil stabilization during site restoration.

11

Equip #	Description	Type	Serial #
196E	2006 KENWORTH T300	HYDROSEEDERS	2NKMLD9X66M139284
227E	1996 PETERBILT 357 6X6	HYDROSEEDERS	1XPAME0X1TN396996
239E	1997 PETERBILT 357 6X6	HYDROSEEDERS	1NPAM90X5VN424660
436T	2013 FINN T75	HYDROSEEDERS	1F9TS1724BF135554
196EA	2006 FINN T330	HYDROSEEDERS	905 Mulberry St, Loudon
227EA	1996 FINN T170-27D	HYDROSEEDERS	2271
239EA	2010 FINN T170	HYDROSEEDERS	SR-2206
245EA	1996 FINN T170	HYDROSEEDERS	SR-2211
X9135	FINN 600 GAL HYDROSEEDER	HYDROSEEDERS	1F9SS1718KF135804
X9141	2022 FINN T60T HYDROSEEDER	HYDROSEEDERS	1F9SS1710PF135030
135001	1996 PETERBILT 357 6X6	HYDROSEEDERS	1XPAM90XXTN421062



Sweepers

All ditch and waterway projects have difficult access points and most of those impact the County roadways. P&J owns numerous street sweepers to clean the roads where trucks may track mud and other debris.

13

Equip #	Description	Type	Serial #
E007	TENNANT 6500	SWEEPERS/BROOMS/FORK	6500-6657
E302	2001 LANDPRIDE SP307261	SWEEPERS/BROOMS/FORK	288952
E306	2001 LANDPRIDE RTA1558	SWEEPERS/BROOMS/FORK	
X7749	2019 BROCE BW-260 SWEEPER	SWEEPERS/BROOMS/FORK	201655
X8753	2019 SUPERIOR BROOM SM74C	SWEEPERS/BROOMS/FORK	919607

X8833	2016 BROCE CRT50 SWEEPER	SWEEPERS/BROOMS/FORK	409933
X9042	2018 LAYMOR SM300 SWEEPER	SWEEPERS/BROOMS/FORK	38588
X9081	LAYMOR SM300 RIDE ON SWEEPER	SWEEPERS/BROOMS/FORK	41992
X9082	CAT DT80K SWEEPER	SWEEPERS/BROOMS/FORK	917378
321001	2018 SUPERIOR RIDE ON SWEEPER	SWEEPERS/BROOMS/FORK	818103
321002	2018 SUPERIOR BROOM DT74J	SWEEPERS/BROOMS/FORK	818104
321003	2019 SUPERIOR DT74C BROOM	SWEEPERS/BROOMS/FORK	819508
321004	2021 SUPERIOR DT74J SWEEPER	SWEEPERS/BROOMS/FORK	821892



Mechanic Trucks

Owning as much equipment as P&J does requires full-time maintenance trucks and mechanics to keep them in working order. P&J currently owns 24 trucks that service all company owned equipment. All mechanics are full time P&J employees.

24

Equip #	Description	Type	Serial #
251E	2006 STERLING ACTERRA	MECHANIC TRUCK	2FZACFCS96AV73779
252E	2007 STERLING ACTERRA	MECHANIC TRUCK	2FZACFCS57AY51241
253E	2007 FORD F750	MECHANIC TRUCK	3FRXF75E27V402309
255E	2012 FORD F550	MECHANIC TRUCK	1FD0W5HT5CEB23273
262E	2008 FORD F750	MECHANIC TRUCK	3FRXF75E88V649223
271E	2013 FORD F550	MECHANIC TRUCK	1FDUF5HTXDEA04945
273E	2013 FORD F550	MECHANIC TRUCK	1FDUF5HT3DEA04947
274E	2013 FORD F550	MECHANIC TRUCK	1FD0X5HT0DEA18235
289E	2014 FORD F550	MECHANIC TRUCK	1FDUF5HT4EEB08882
299E	2014 FORD F550	MECHANIC TRUCK	1FDUF5HT6EEB08883
313E	2015 FORD F550	MECHANIC TRUCK	1FD0X5HT6FEA82072
314E	2015 FORD F550	MECHANIC TRUCK	1FD0W5HT4FEC25832
330E	2015 FORD F750 MECHANICS TRUCK	MECHANIC TRUCK	3FRWF7FC1FV712829
153001	2017 FORD F750 MECHANICS TRUCK	MECHANIC TRUCK	1FDWF7DC0HDB08320
153002	2016 FORD F750 MECHANICS TRUCK	MECHANIC TRUCK	1FDWF7DEXGDA04918
153003	2016 FORD 750 MECHANICS TRUCK	MECHANIC TRUCK	1FDWF7DC9GDA07050
153004	2020 PETERBILT 337 MECHANCS TR	MECHANIC TRUCK	2NP2HJ6X9LM686762
153005	2020 PETERBILT 337 MECHANCS TR	MECHANIC TRUCK	2NP2HJ6X3LM686756
153006	2020 PETERBILT 337 MECHANCS TR	MECHANIC TRUCK	2NP2HJ6X5LM686757
153007	2019 CHEVROLET 6500 MECHANICS	MECHANIC TRUCK	1HTKJPVM4KH394653

153008	2021 CHEVROLET 6500 MECHANICS	MECHANIC TRUCK	1HTKJPVM6MH647782
153009	2021 CHEVROLET 6500 MECHANICS	MECHANIC TRUCK	1HTKJPVM1MH629755
153010	2021 CHEVROLET 6500 MECHANICS	MECHANIC TRUCK	1HTKJPVM6MH040782
153011	2021 CHEVROLET 6500 MECHANICS	MECHANIC TRUCK	1HTKJPVM9MH325735



Additionally, P&J has pre-positioned subcontractors with adequate equipment and a database of pre-registered local subcontractors.

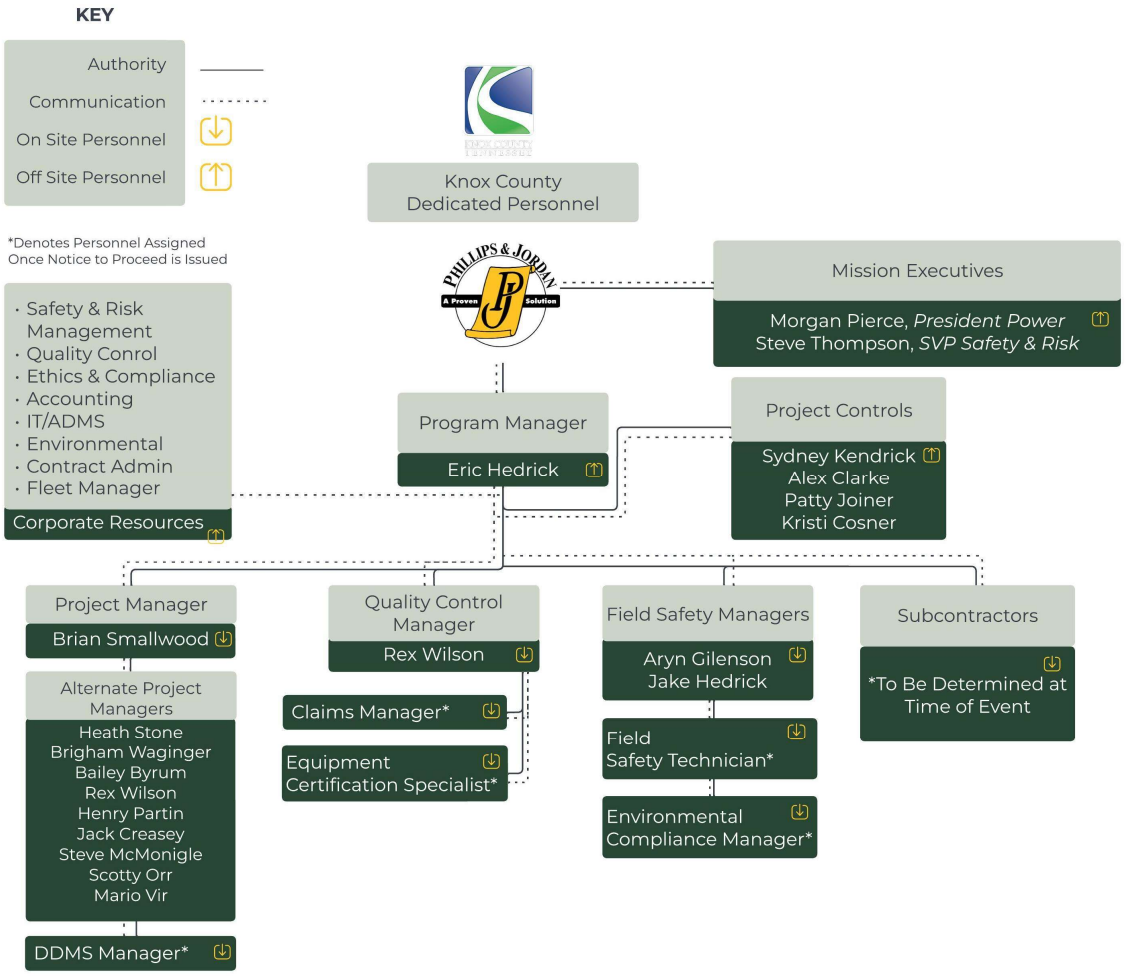
P&J will mobilize within 24 hours of NTP from multiple locations, regardless of the disaster size.

4.3 Staffing Plan & Management Structure

Our skilled team has successfully managed multiple disaster debris missions and can support the County during future disaster events. Our workforce includes a core response group with demonstrated disaster response experience with FEMA, USACE, and local and state governments.

Our adaptable management structure is led by a program manager who coordinates resources and controls all activities, selecting qualified personnel for each mission. We have experience staffing project management teams for simultaneous activations and primarily use our core response group for typical response scenarios. P&J personnel's specific qualifications that make up our core response group are described below. Resumes are available in Section 4.3.3 of this proposal.

We recognize that any modifications to the listed personnel during an event must be promptly reported to and approved by Knox County. The County may also request additional personnel as needed.



4.3.1 Core Response Group



Brian Smallwood – Project Manager: Mr. Smallwood offers 13 years of disaster experience and has participated in the following disaster events: (2024) Hurricanes Helene and Milton – (2024) Emergency Watershed Debris Removal – DeSoto County, FL (2023) Hurricane Idalia – (2022) Hurricane Ian – (2021) Hurricane Ida – (2020-2021) Hurricane Laura – (2020) Tropical Storm Cristobol – (2018-2019) Hurricane Michael – (2018) Hurricane Irma – (2017) Hurricane Harvey – (2016-2017) Hurricane Matthew – (2016) Hurricane Hermine – (2011) Hurricane Irene – (2011) Joplin Tornado.



Sydney Kendrick – Business Manager: Mrs. Kendrick offers 4 years of disaster experience and has participated in the following types of Emergency Response Missions: Hurricane and Winter Storm Events. Specific activations include the following significant projects: (2024) Hurricanes Helene and Milton – (2024) Emergency Watershed Debris Removal – DeSoto County, FL (2023) Hurricane Idalia – (2022) Hurricane Ian and (2021) Virginia Winter Ice Storm.



Eric Hedrick – Program Manager: Mr. Hedrick offers 23 years of disaster experience and has participated in the following disaster events: (2024) Hurricanes Helene and Milton – (2024) Emergency Watershed Debris Removal – DeSoto County, FL (2023) Hurricane Idalia – (2022) Hurricane Ian – (2021) Virginia Winter Ice Storm - (2017) Hurricanes Irma and Harvey – (2016) Harris County Texas Flood, Multiple Louisiana Parish Flood – (2015) Calaveras County California Butte Wildfire, Multiple County South Carolina Flood – (2014) Williamsburg/Florence County South Carolina Ice Storm – (2013) Multiple County Colorado Flood – (2011) Alabama Spring Tornado Outbreak – (2005) Hurricanes Katrina, Rita, and Dennis – (2004) Hurricane Ivan – (2001) 9/11 World Trade Center Forensic Recovery Mission.



Morgan Pierce – Mission Executive: Mr. Pierce offers 20 years of disaster experience and has participated in the following disaster events: (2024) Hurricanes Helene and Milton – (2024) Emergency Watershed Debris Removal – DeSoto County, FL (2023) Hurricane Idalia – (2022) Hurricane Ian – (2021) Virginia Winter Ice Storm – (2017) Hurricane Irma – (2015) Calaveras County California Butte Wildfire – (2011) Alabama Spring Tornado Outbreak – (2005) Hurricanes Katrina, Rita, and Wilma – (2004) Hurricanes Charley, Frances, and Jeanne.



Heath Stone – Project Manager: Mr. Stone offers 10 years of disaster experience and has participated in the following types of Emergency Response Missions: Hurricanes, Flooding, Tornadoes, Wildfires, and Winter Storm Events. Specific activations include the following significant projects: (2024) Hurricanes Helene and Milton – (2024) Emergency Watershed Debris Removal – DeSoto County, FL (2023) Hurricane Idalia – (2021) Virginia Winter Ice Storm - (2017) Hurricane Irma Hillsborough County, Town of Belleair, Kenneth City, and Pinellas Park – (2014) Williamsburg/Florence County South Carolina Ice Storm.



Steve Thompson – Corporate Environmental, Safety & Health Manager: With 23 years of disaster experience, Mr. Thompson oversees our health and safety program, including policy development, accident investigation, and subcontractor program monitoring. He served as the primary safety manager for significant recovery missions, including the World Trade Center Staten Island Landfill (2001) and Hurricanes Katrina (2005), Gustav & Ike (2008), Irene (2011), and the Alabama and Joplin tornadoes (2011). Throughout the past couple of decades, he has supported all our disaster contract activations to varying extents.

4.3.2 Additional Support Staff

Brigham Waginger—Alternate Project Manager: Mr. Waginger offers 1 year of disaster and debris management experience. He has participated in the following disaster events: (2024) Hurricanes Helene and Milton – (2022) Hurricane Ian.

Bailey Byrum—Alternate Project Manager: Mr. Byrum offers 1 year of disaster management experience. He has served on the following disaster projects: (2024) Hurricanes Helene and Milton – (2022) Hurricane Ian.

Rex Wilson—Quality Control Manager: Mr. Wilson offers 18 years of disaster management experience. He has served on the following disaster projects: (2022) Hurricane Ian—(2017) Hurricane Harvey—(2016-

2018) Southern California Bark Beetle Infestation—(2016) Harris County Flood—(2015-2016) Butte Wildfire Recovery Project—(2012) Hurricane Sandy—(2011) State of Alabama Tornado Super Outbreak—(2011) Joplin, Missouri Tornado—(2011) Hurricane Irene—(2013) Colorado Flood—(2010) Deepwater Horizon Oil Spill—(2009) Oklahoma Ice Storm—(2008) Hurricane Ike—(2008) Hurricane Gustav—(2006) City of Buffalo Ice Storm.

Henry Partin—Alternate Project Manager: Mr. Partin offers 12 years of disaster management experience. He has served on the following disaster projects: (2024) Hurricanes Helene and Milton – (2022) Hurricane Ian—(2021) Virginia Winter Storm Recovery—(2017) Hurricane Irma—(2013) Colorado Flood—(2011) State of Alabama Tornado Super Outbreak—(2005-2007) Hurricanes Katrina & Rita.

Jack Creasy—Alternate Project Manager: Mr. Creasy offers 2 years of disaster management experience. He has served on the following disaster projects: (2024) Hurricanes Helene and Milton – (2022-2023) Hurricane Ian—(2011) Joplin, Missouri Tornado Debris Management

Steve McMonigle—Alternate Project Manager: Mr. McMonigle offers 2 years of disaster management experience. He has served on the following disaster projects: (2022) Hurricane Ian—(2018-2019) Camp Fire—(2017) Hurricane Harvey—(2015-2016) Butte Wildfire Recovery Project.

Scotty Orr—Alternate Project Manager: Mr. Orr offers 4 years of disaster management experience. He has served on the following disaster projects: (2023) Hurricane Idalia—(2018) Hurricane Irma—(2005-2007) Hurricanes Katrina & Rita—(2001) World Trade Center Forensic Recovery.

Mario Vir—Alternate Project Manager: Mr. Vir offers 32 years of disaster management experience. He has served on the following disaster projects: (2018-2019) Camp Fire—(2015-2016) Butte Wildfire Recovery Project—(2014) North Carolina Ice Storm—(1999) Hurricane Lloyd—(1996) Hurricane Fran—(1992) Hurricane Andrew.

Patty Joiner—Project Controls: Ms. Joiner offers 5 years of project controls experience for disaster projects. Her responsibilities include invoice reconciliation, internal data review, subcontractor payment, accounts receivable, subcontract management, and insurance accountability.

Kristi Cosner—Project Controls: Ms. Cosner offers 21 years of project control experience for disaster projects. Her responsibilities include invoice reconciliation, internal data review, subcontract payment, accounts receivable, subcontract management, and insurance accountability.

Alex Clarke—Project Controls: Mr. Clarke offers 3 years of project controls experience for disaster projects. His responsibilities include accounting and finance management, internal data review, accounts payable, and accounts receivable.

Samantha Kriews—Estimating: Ms. Kriews offers 2 years of disaster experience and has provided estimating expertise for five years. Her responsibilities during activation include administrative support for all projects.

Mike Hoke—Estimating: Mr. Hoke offers 27 years of estimating experience and provides overall estimating support for all projects after activation.

Aryn Gilenson—Field Safety Manager: Mr. Gilenson offers 1 year of disaster safety experience. His responsibilities include internal safety training, subcontractor safety training, environmental compliance, in-field safety supervision, damage assessments, and damage remedy. He has worked on the following projects: (2024) Hurricanes Helene and Milton – (2022) Hurricane Ian.

Jake Hedrick—Field Safety Manager: Mr. Hedrick offers 4 years of disaster safety experience. His responsibilities include internal safety training, subcontractor safety training, environmental compliance, in-field safety supervision, damage assessments, and damage remedy. He has worked on the following projects: (2024) Hurricanes Helene and Milton – (2022) Hurricane Ian—(2014) South Carolina Winter Ice Storm—(2011) State of Alabama Tornado Super Outbreak—(2005) Hurricanes Katrina & Rita.

4.3.3 Resumes of Key Personnel

Please find resumes for P&J's core response group in this section. As previously explained, selection of the specific key personnel that would support a disaster debris management mission for the City is not realistic at this time given the fact that the timing and magnitude of a future disaster is not known. However, for a typical response scenario the team would primarily consist of individuals selected from P&J's core response group. The core response group includes the following individuals, and detailed resumes are presented on the following pages.

- Morgan Pierce - Mission Executive
- Eric Hedrick - Mission / Program Manager
- Heath Stone - Operations / Project Manager
- Steve Thompson - Corporate Environmental, Safety & Health Manager
- Brian Smallwood—Project Manager, Disaster Services
- Sydney Kendrick – Business Manager, Disaster Services

Morgan Pierce
President, Power | Mission / Operations Manager
Home Office: Knoxville, Tennessee

DISASTER EXPERIENCE

Years of Relevant Experience: 20 Years at P&J: 20

Pierce has been employed by P&J since 2004 and offers 20 years of disaster response and debris management experience. In his tenure with P&J he has been integral to shaping the direction of the Disaster Group's business operations, bonding and risk assessments, and go-to-market strategic approach. He has enhanced and grown the business intelligence and processes to support activations and led client and partner development.

Pierce has also developed proprietary documentation and workflow tool, as well as CRM and data projects

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Ian | Multiple Counties, Florida

Project Scope of Work: Pierce led the 72-hour initial deployment period for P&J, including the First Push, internal mission control, task order negotiation, and client engagement for multiple entities and contracts. He negotiated with multiple counties to ensure compliance with blue sky contracts, led internal forecasting and projections, and oversaw resource assignment to meet both client requirements for both affected counties and regional construction clients, while overseeing overall operations via daily production meetings across 13 counties.

P&J was the Prime Contractor responsible for the removal, reduction and disposal of debris generated by Hurricane Ian utilizing both in-house crews and subcontractors. This included cutting all leaners, hangers and hazardous trees, and debris was reduced by both grinding and burning. Approximately 1.4 million CY of debris were removed, hauled, and ground, and 13,487 additional CY of debris was hauled without reduction.

2021 VDOT Ice Storm Debris Removal | Multiple Counties, Virginia

Project Scope of Work: Pierce functioned as the executive sponsor and oversight of the contract activation. He led scope, schedule, and zone planning for response execution; negotiated traffic control scope and risk transfer with VDOT; oversaw resource plan development and mobilization to comply with VDOT's proposed clean-up schedule; and led implementation of safety programs.

Over the course of the project, 416,000 CY of debris was removed and reduced through grinding, including 125,000 hangers. Approximately 80,000 CY of the reduced vegetation was hauled off, and P&J managed more than 110 crews at peak operations, including more than 80 bucket trucks, more than 30 self-loaders, and 6 DMS wood management sites.

2015 Butte Wildfire Recovery Project | Calaveras County, California

Project Scope of Work: Pierce was responsible for driving and expanding P&J's hazardous tree felling and vegetation management services for multiple utilities in California, as Executive

Sponsor. Following the Butte Wildfire in 2015, he worked closely with PG&E as an existing client, as well as Calaveras County & CALTRANS, to develop the scope, pricing, and risk share for the disaster response effort. Pierce oversaw resource and change management, negotiated contracts and, pricing, and work orders with both the client and with subcontractors, and refined and implemented a proprietary data management and workflow tool to provide live tracking and reporting insight to field operations.

P&J registered and on-boarded 1,005 workers and managed at the peak of operations 42 tree felling crews, 37 reduction crews, and 30 support crews which completed felling and reduction of 26,995 trees.

EDUCATION

Bachelor of Science, North Carolina Central University

TRAINING / CERTIFICATIONS

Certified Erosion Control Installer
CPR / First Aid
OSHA 10-Hour
EHAT – Climbing & Chainsaw Training
Confined Space Entry Competent Person
USACE QA/QC Training

Eric Hedrick
Sr. Vice President | Mission / Program Manager
Home Office: Zephyrhills, Florida

DISASTER EXPERIENCE

Years of Relevant Experience: 23 **Years at P&J: 42**

Hedrick has been employed by P&J since 1981 and offers over 15 years of disaster response and debris management experience. This experience includes segregation, removal, and disposal activities relating to complex debris streams on both the public right of way and private property. Most of Hedrick's debris management experience has been on USACE projects pursuant to IDIQ contract structures following disaster events that created some of the most complex debris streams in U.S. history, including the 9/11 Terrorist Attacks and Hurricane Katrina. Hedrick had overall accountability for operations, safety, and quality and has demonstrated qualifications to manage complex contract and subcontract structures in high-profile settings. Hedrick was P&J's Program Manager for the Pacific Gas & Electric Company Hazardous Tree Program. The scope of this work included managing high-hazard trees on public and private property and involved removal and disposal, (primarily through beneficial reuse) of large volumes of debris in Northern and Central California. This work began in 2015 following Butte Fire response and has expanded to include 10 additional wildfire response missions (most recently the 2018 Camp Fire in Paradise, CA). Hedrick has also directed these high-profile missions under intense public and regulatory scrutiny and is uniquely qualified to manage the statement of work included in this solicitation.

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Ian | Multiple Counties, Florida

Relevant Responsibilities: Hedrick served as the Operations Manager and Executive on this effort. He was responsible for driving the P&J response across all counties, overseeing pre-event planning and equipment staging, selecting subcontractors, and coordinating redeployment of P&J personnel and equipment from local "blue sky" construction projects to activated disaster response efforts. Approximately 1.4 million CY of debris were removed, hauled, and ground, and 13,487 additional CY of debris was hauled without reduction.

2021 VDOT Ice Storm Debris Removal | Multiple Counties, Virginia.

Relevant Responsibilities: As Operations Executive, Hedrick coordinated with both client representatives and the quality assurance firm and was responsible for subcontractor selection. Over the course of the project, 416,000 CY of debris was removed and reduced through grinding, including 125,000 hangers. Approximately 80,000 CY of the reduced vegetation was hauled off, and P&J managed more than 110 crews at peak operations, including more than 80 bucket trucks, more than 30 self-loaders, and 6 DMS wood management sites.

2016-2018 Harris County Flood & Hurricane Harvey | Harris County, Texas

Relevant Responsibilities: Hedrick provided executive coordination for the Harris County waterway cleanup, beginning with a flood in 2016, through the aftermath of Hurricane Harvey. He mobilized all P&J personnel to the job site, attended daily meetings with Harris County, subcontractor selection, and worked closely with P&J operations personnel to ensure quality of work. Throughout debris removal efforts, Hedrick oversaw meetings with landowners to gain right-of-entry to waterways as well as equipment selection to best access them.

2015 Butte Wildfire Recovery Project | Calaveras County, California

Relevant Responsibilities: Hedrick acted as Operations Manager and Project Executive on this effort and was deployed early to California to meet with PG&E. He oversaw mobilization of P&J personnel and subcontractors, selected subcontractors, developed qualification protocols, and worked closely with safety to ensure the quality of personnel and equipment. P&J registered and on-boarded 1,005 workers and managed at the peak of operations 42 tree felling crews, 37 reduction crews, and 30 support crews which completed felling and reduction of 26,995 trees. Over the course of the project, Hedrick cultivated client relationships which resulted in multi-year vegetation and hazard tree management across California.

2014 Ice Storm Debris Removal | Williamsburg & Florence Counties, South Carolina

Relevant Responsibilities: As Operations Manager, Hedrick worked with SCDOT to coordinate access to public ROWs, managed all contract aspects and successfully negotiated additional work to include locating and procuring temporary disposal facilities. During the project, 52,659 hazardous limbs and 262 hazardous trees were cut at various locations throughout the impacted counties, removed, and reduced via grinding.

2013 Colorado Flood Debris Removal | Multiple Counties, Colorado

Relevant Responsibilities: Hedrick worked closely with MRCS and CDOT to protect ecological conditions in this sensitive environment. He oversaw replacement of trout trees, coordinated disposal of mulch using beneficial reuse, and drove subcontractor selection. P&J developed special techniques to loosen and remove compacted debris to prevent damage to highway bridges. Bridge clearing and debris removal were conducted in 6 counties, resulting in 148,562 CY of debris collected and 5,000 CY of debris reduced after collection and provided for reuse.

2011 State of Alabama Tornado Recovery | Multiple Counties, Alabama

Relevant Responsibilities: As Operations Manager for this USACE effort, Hedrick managed subcontractors and P&J employees over numerous counties, met daily with USACE to discuss production, worked closely with contract management to track FARS, deployed proprietary ticketing software, coordinated private property debris removal, and worked with local contractors to ensure local participation.

2005-2007 Hurricanes Katrina & Rita Recovery | Multiple Parishes, Louisiana

Relevant Responsibilities: Hedrick acted as Operations manager for Hurricane Katrina in Sector 1, the Orleans Parish. He attended daily operations meetings with USACE, worked closely with local subcontractors, oversaw development of temporary housing for employees, scouted and identified potential truck management and TDSR locations, attended meetings with USACE and local government prior to mobilization and for the first 60 days following to deliver progress reports, and completed personnel reporting. Throughout Sector 1 and Sector 4 (Western Parishes), P&J executed 47 task orders (combined value $730,287,500) under the contract. At the conclusion of the project, P&J had removed and reduced ~ 10,700,000 CY of debris; collected over 42,000 CY of Asbestos Containing Materials and 1,470,000 Household Hazardous

Waste items; recycled 764,000 units of white goods, 787,000 units of electronics, and 51,000 units of small, motorized equipment; and completed 16,400 PPDRs and 1,200 demolitions.

2004-2005 Hurricane Ivan | Multiple Counties, Alabama

Relevant Responsibilities: As the P&J representative coordinating with the client, Hedrick led the FDOT portion of work, completed subcontractor and equipment selection, identified disposal facilities, and managed the reduction and disposal of final debris. P&J ultimately loaded, hauled, and disposed of 3M CY of debris and met all timetables established by the municipalities, the State of Alabama, and the USACE.

2001-2002 World Trade Center Forensic Recovery | Richmond County, Staten Island, New York

Relevant Responsibilities: Hedrick acted as the Quality Control Monitor, working with local subcontractors, the NYPD, and the NYFD to manage the sorting and sifting of debris. Hedrick also oversaw daily field operations. As the USACE's Advanced Contracting Initiative (ACI) Contractor for Debris Management, P&J was tasked with strategic planning for debris removal and disposal, monitoring activity at the World Trade Center site (Ground Zero), development of a backup plan for Ground Zero, and monitoring activity at the Staten Island Landfill where the debris was hauled. Over 17,000 TNS of debris were processed per day at peak with an overall 1,462,000 TNS of debris processed overall; additionally, 239 victims were positively identified, and 55,000 discrete pieces of evidence were found. P&J was recognized as National Civil Works Contractor of the year for this project.

EDUCATION

High School Graduate

TRAINING / CERTIFICATIONS

Federal Emergency Management Agency (FEMA) Emergency Management Institute (EMI): FEMA 325: Public Assistance Debris Management Guide
Federal Emergency Response Official, issued by Homeland Security
U.S. Army Corps of Engineers (USACE) Construction Quality Management (CQM) Training
USACE Safety Training
Occupational Safety & Health Administration (OSHA) 30-Hour
State of Georgia National Pollutant Discharge Elimination System (NPDES) Qualified
Jacksonville, Florida Electric Authority 10-Hour Safety Certification
Safe Land Training
First Aid and CPR Training

Heath Stone
Operations / Project Manager
Home Office: Knoxville, Tennessee

DISASTER EXPERIENCE

Years of Relevant Experience: 4 **Years at P&J: 11**

Stone has been employed by P&J since 2013 and offers four years of disaster response and debris management experience. His responsibilities in the role of operations manager have included coordination of mission operations, development of mission-specific plans, identification of debris management sites, preparation of mission progress reports, performance of daily planning meetings, compliance with contract requirements and specifications, and mission liaison to stakeholder representatives. Stone is Federal Emergency Management Agency (FEMA) Incident Command System (ICS)-compliant.

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Idalia | Hillsborough and Pasco Counties, Florida

Relevant Responsibilities: Stone aided with the selection and pricing of subcontractors and managed all aspects of the contract with Hillsborough and Pasco counties. His efforts resulted in P&J removing 365.4 CY of debris, and removing, hauling, and disposing of an additional 4,635 CY of debris, totaling to a little over 5,000 CY of removed debris.

2023 Hurricane Ian | Multiple Counties, Florida

Relevant Responsibilities: P&J was the Prime Contractor responsible for the removal, reduction and disposal of debris generated by Hurricane Ian utilizing both in-house crews and subcontractors. Stone aided in subcontractor selection and pricing and provided oversight of the project which resulted in approximately 1.4 million CY of debris removed, hauled, and ground, and 13,487 additional CY of debris hauled without reduction.

2021 VDOT Ice Storm Debris Removal | Multiple Counties, Virginia

Relevant Responsibilities: P&J performed debris removal services along Virginia DOT ROWs in the aftermath of a severe ice storm for this $16M contract. Stone selected and priced subcontractors while managing the contract and client. He personally oversaw three subcontractors, was responsible for meeting with VDOT, closing roads, coordinating with the monitoring company and overseeing all 6 DMS wood management sites. Over the course of the project, 416,000 CY of debris was removed and reduced through grinding, including 125,000 hangers. Approximately 80,000 CY of the reduced vegetation was hauled off, and P&J managed more than 110 crews at peak operations, including more than 80 bucket trucks, and more than 30 self-loaders.

2017 Hurricane Irma | Multiple Counties, Florida

Relevant Responsibilities: Following Hurricane Irma's Florida landfall in September of 2017, P&J received prepositioned contract activation notices from 23 different entities throughout the state of Florida to perform disaster debris management services. Stone managed the operations

for Hillsborough County and the towns of Bellair, Pinellas Park, and Kenneth City. He selected and priced subcontractors and managed 3 subcontractors.

2014 Ice Storm Debris Removal | Williamsburg & Florence Counties, South Carolina

Relevant Responsibilities: Stone aided in the selection and pricing of subcontractors, managed the contract and client, led 2 subcontractor teams, and provided total project oversight throughout Williamsburg and Florence counties. During the project, 52,659 hazardous limbs and 262 hazardous trees were cut at various locations throughout the impacted counties, removed, and reduced via grinding.

EDUCATION

Bachelor's Degree, Kinesiology, University of Tennessee

TRAINING / CERTIFICATIONS

Federal Emergency Management Agency (FEMA) Emergency Management Institute (EMI): ICS-100, Introduction to ICS; ICS-200, ICS for Single Resources and Initial Action Incidents; ICS-700 National Incident Management System (NIMS), An Introduction

First Aid and CPR Training

Steve Thompson
Corporate Environmental, Safety & Health Manager
Home Office: Knoxville, Tennessee

DISASTER EXPERIENCE

Years of Relevant Experience: 23 **Years at P&J: 33**

Thompson has been employed by P&J since 1990 and offers 22 years of disaster response and debris management experience. He is responsible for the overall management of P&J's health and safety program, develops and administers policies and procedures regarding employee safety, investigates project accidents and develops preventative measures, and monitors safety programs implemented by subcontractors. Thompson has served as the lead environmental, safety & health manager or program manager on nearly every significant natural or man-made disaster since 1994. Thompson has conducted disaster recovery preparedness training for the U.S. Army Corps of Engineers and was an active participant in the EM 385-1-1 Safety and Health Manual revisions related to emergency recovery. He also served as a peer review expert for the National Institute for Occupational Safety and Health Emergency Responders Health Monitoring and Surveillance Project.

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Idalia | Hillsborough and Pasco Counties, Florida

Relevant Responsibilities: Thompson conducted preplanning work, created the safe work plan and the working on and over water plan, and implemented and wrote the debris site management plans. He was active in project post planning and led daily decision planning. During road clearance efforts, P&J removed 365.4 CY of debris, and removed, hauled and disposed of an additional 4,635 CY of debris, totaling to a little over 5,000 CY of removed debris.

2023 Hurricane Ian | Multiple Counties, Florida

Relevant Responsibilities: Thompson created the safe work plan, was active in preplanning, and conducted the debris site management plans. Approximately 1.4 million CY of debris were removed, hauled, and ground, and 13,487 additional CY of debris was hauled without reduction.

2021 VDOT Ice Storm Debris Removal | Multiple Counties, Virginia

Relevant Responsibilities: Thompson created the debris site management plans, the safe work plan, and the working on and over water plan. He also was instrumental in preplanning work. Over the course of the project, 416,000 CY of debris was removed and reduced through grinding, including 125,000 hangers. Approximately 80,000 CY of the reduced vegetation was hauled off, and P&J managed more than 110 crews at peak operations, including more than 80 bucket trucks, more than 30 self-loaders, and 6 DMS wood management sites.

2018 Hurricane Florence | Craven County and Boiling Spring Lakes, North Carolina; and Briarcliffe Acres, South Carolina

Relevant Responsibilities: Thompson created and oversaw the debris site management plans, the safe work plan, and the working on and over water plan. He also participated in preplanning

efforts. Throughout the response, P&J secured a total of over 75 hauling units to complete our contracted work on time. In total, P&J safely and effectively removed 357,736 cubic yards of vegetative debris, 13,933 tons of construction & demolition (C&D) debris, 148 hazardous trees, 3,434 hazardous limbs, and 3,160 pounds of household hazardous waste (HHW).

2017 Hurricane Irma | Multiple Counties, Florida

Relevant Responsibilities: Thompson participated in preplanning activities. He wrote and orchestrated the safe work plan, the working on and over water plan, and the debris site management plans. Following Hurricane Irma's Florida landfall in September of 2017, P&J received prepositioned contract activation notices from 23 different entities throughout the state of Florida to perform disaster debris management services.

2017-2018 Hurricane Harvey | Harris County, Texas

Relevant Responsibilities: Thompson created the safe work plan, the working on and over water plan, and the debris site management plans. He was also active in preplanning coordination efforts. Over the course of the project, P&J removed 96,765 CY of vegetative debris and 1,424 hazardous trees from approximately 100 miles of storm drainage canals and 13 bayous. 144 hauling trucks were dedicated to the HCFCD debris management effort. 3 Debris Management Sites (DMSs) were utilized to sort and reduce the debris via grinding to mulch prior to final disposal at an approved landfill.

2016 Hurricane Matthew | Horry County, South Carolina

Relevant Responsibilities: Thompson conducted preplanning and managed safety for the debris management sites. P&J disposed of 185,713 CY of debris and 738 TN construction & demolition debris; felled 727 hazardous trees; cut 32,934 hazardous limbs; cleaned 135 miles of waterways; and handled 31,232 CY of mulch during land application.

2015 Butte Wildfire Recovery Project | Calaveras County, California

Relevant Responsibilities: Thompson developed the safety and health plan, managed the subcontractors, and all other safety aspects of the project. His responsibilities also included pre-planning and development, including an in-depth worker qualification and training process and managing a substantial subcontractor workforce. Over the course of this project, P&J registered and on-boarded 1,005 workers and managed at the peak of operations 42 tree felling crews, 37 reduction crews, and 30 support crews which completed felling and reduction of 26,995 trees.

2014 Ice Storm Debris Removal | Williamsburg & Florence Counties, South Carolina

Relevant Responsibilities: Thompson conducted safety preplanning work for the Ice Storm Debris Removal response. During the project 52,659 hazardous limbs and 262 hazardous trees were cut at various locations throughout the impacted counties, removed, and reduced via grinding.

2013 Colorado Flood Debris Removal | Multiple Counties, Colorado

Relevant Responsibilities: Thompson conducted safety preplanning efforts for the Colorado Flood Debris removal response. Bridge clearing and debris removal were conducted in 6 counties, resulting in 148,562 CY of debris collected and 5,000 CY of debris reduced after collection and provided for reuse.

2012-2013 Hurricane Sandy Recovery | Suffolk County & City of Brookhaven, New York

Relevant Responsibilities: Thompson completed safety prework plans, managed the debris management site, and created the debris site management plan. This project involved emergency roadway clearance; public ROW debris removal; and debris management, reduction, and disposal in response to damage caused by Hurricane Sandy.

2011 State of Alabama Tornado Recovery | Multiple Counties, Alabama

Relevant Responsibilities: As Mission Safety Manager, Thompson was responsible for the development of the safety and health plan, management of subcontractors, and every safety aspect of the project. He managed debris sites and created the debris site management plan**.** This $164,682,726 project involved search and rescue; emergency roadway clearance; removal of debris from electric transmission lines; trimming of damaged trees; public and private property debris removal; and debris management, reduction, and disposal.

2011 Joplin, Missouri Tornado Debris Management | Joplin, Missouri

Relevant Responsibilities: Thompson developed the safe work plans and debris site management plans for P&J's response to the Joplin, Missouri tornado disaster. Within 48 calendar days following issuance of the NTP, more 1.17M CY of debris was segregated and hauled from public streets and ROWs. Vegetative debris was transported to the debris management site established for the project where it was offloaded and subsequently chipped. 182,000 CY of wood chips were beneficially reused, and 461 haul units were mobilized.

2011 Hurricane Irene | Multiple Counties, Virginia

Relevant Responsibilities: Thompson developed the debris site management plans and the safe work plans for P&J's response to hurricane Irene's landfall. In Norfolk County, P&J hauled 33,726 CY of vegetative debris; extracted 180 stumps; removed 484 hazardous limbs; and removed 40 leaning trees. In Virginia Beach, P&J collected 58,500 CY of storm-generated debris; reduced 63,300 CY of debris; and removed 19,500 hazardous limbs along with 169 dangerous leaning trees. In Portsmouth 16,300 CY of debris was hauled and 12,200 CY of debris was reduced over a 2-week period. In Franklin, 21,000 CY of vegetative debris was removed from public right-of-ways over a seven-week period, and in Chesapeake 62,925 CY of debris was hauled in less than three weeks.

2010 British Petroleum Deepwater Horizon Oil Spill | Florida, Alabama, & Mississippi

Relevant Responsibilities: Thompson developed the safe work plan, training plan and program, environmental work plan, and the near and over water plan. P&J responded to the British Petroleum Deepwater Horizon oil spill event to clean up and dispose of waste. Logistical issues involving data collection and the fluid nature of the emergency response to this natural disaster

presented challenges. To address these challenges, P&J prepared daily operational reports, engaged in frequent communication with the customer, and implemented best management practices relative to contract field documentation that resulted in minimal financial audit adjustments during contract closeout.

2008 Hurricanes Ike and Gustav | Multiple Parishes, Louisiana

Relevant Responsibilities: Thompson managed safety compliance for P&J's response to hurricanes Ike and Gustav. P&J segregated, removed, and disposed of ~1.23M CY of vegetative debris caused by Gustav and ~175,000 CY of vegetative debris caused by Ike's landfall.

2005-2007 Hurricanes Katrina & Rita Recovery | Multiple Parishes, Louisiana

Relevant Responsibilities: Thompson was Mission Safety Manager for the Hurricane Katrina and Rita recovery project. He was responsible for the development of the safety and health plan, management of subcontractors, and every safety aspect of the project. He managed debris sites and created the debris site management plan. He also was responsible for the environmental work plan, which informed the direction of the project due to the contamination of the debris stream. At the conclusion of the project P&J had removed and reduced ~ 10,700,000 CY of debris; collected over 42,000 CY of Asbestos Containing Materials and 1,470,000 Household Hazardous Waste items; recycled 764,000 units of white goods, 787,000 units of electronics, and 51,000 units of small, motorized equipment; and completed 16,400 PPDRs and 1,200 demolitions.

2005 Hurricane Wilma Management | Palm Beach County, Florida

Relevant Responsibilities: Thompson acted as Mission Safety Manager for the overall project. He was responsible for the development of the safety and health plan and management of subcontractors. He also oversaw debris site management and the debris site management plan. After activation from the Palm Beach County Solid Waste Authority, P&J removed approximately 2.9M CY of debris at a rate of +126,800CY per day.

2004-2005 Hurricane Frances & Jeanne Debris Management | Palm Beach County, Florida

Relevant Responsibilities: Thompson acted as Mission Safety Manager and was responsible for the overall safety plan for the project. He developed the safety and health plan, managed subcontractors, and oversaw every aspect of the project. P&J removed, reduced, and disposed of approximately 2,800,000 CY in Palm Beach County in response to Hurricanes Frances and Jeanne, and performed debris site reclamation. In order to manage the debris collected during the recovery effort, Palm Beach County constructed community debris management sites (DMSs) that were used by 32 separate contractors to manage debris. Approximately 50% of the trucks utilizing the community DMSs were not affiliated with P&J, so to ensure that all activities were conducted safely, P&J assigned safety monitors to each of the sites who were responsible for providing safety orientation briefings to all drivers using the sites as well as hard hats and reflective safety vests.

2004 Hurricane Charley | Daytona Beach, Florida

Relevant Responsibilities: As Mission Safety Manager, Thompson was responsible for the overall safety plan for the storm response. He developed the safety and health plan, managed subcontractors, and oversaw every aspect of the project. P&J mobilized personnel to the Atlantic Coast of Florida in advance of the storm and within three days of Hurricane Charley's landfall. P&J segregated, loaded, hauled and disposed of 364,907 CY of storm-generated debris.

2004-2005 Hurricane Ivan | Multiple Counties, Alabama

Relevant Responsibilities: Thompson was Mission Safety Manager for the project. He was responsible for the development of the safety and health plan, management of subcontractors, and every safety-informed aspect of the project. He oversaw the development and hiring, qualification, and training of personnel. P&J ultimately loaded, hauled, and disposed of 3M CY of debris and met all timetables established by the municipalities, the State of Alabama, and the USACE.

2003 Southern California Bark Beetle Infestation | San Bernardino, Riverside, and Los Angeles Counties, California

Relevant Responsibilities: Thompson acted as Mission Safety Manager for the overall project. He was responsible for the development of the safety and health plan, management of subcontractors, and all aspects of the project. His responsibilities also included pre-planning and development, including an in-depth worker qualification and training process and managing a substantial subcontractor workforce. Over the duration of the project, P&J removed more than 200,000 impacted trees many of which were in excess of three feet in diameter. Trees viable for lumber manufacture were transported to regional lumber mills and the remaining trees were reduced for use in regional wood burning power generation facilities.

2001-2002 World Trade Center Forensic Recovery | Richmond County, Staten Island, New York

Relevant Responsibilities: Thompson was Mission Safety Manager for the overall project. He was responsible for the development of the safety and health plan, management of subcontractors and technical consultants, and every aspect of the project. As the USACE's Advanced Contracting Initiative (ACI) Contractor for Debris Management, P&J was tasked with strategic planning for debris removal and disposal, monitoring activity at the World Trade Center site (Ground Zero), development of a backup plan for Ground Zero, and monitoring activity at the Staten Island Landfill where the debris was hauled. Over 17,000 TNS of debris were processed per day at peak with an overall 1,462,000 TNS of debris processed overall; additionally, 239 victims were positively identified, and 55,000 discrete pieces of evidence were found. P&J was recognized as National Civil Works Contractor of the year for this project.

1996 Hurricane Fran | Wake County, North Carolina

Relevant Responsibilities: Thompson acted as Mission Safety Manager for the 7-month effort. Thompson was responsible for site safety, the health plan development, and the debris site management plan. Within the first four months, there was upwards of 700 load and haul units activated along with four debris sites.

EDUCATION

Bachelor of History, University of Tennessee

TRAINING / CERTIFICATIONS

Certified Work Zone Traffic Control Supervisor
Excavation Competent Person Training - Trainer/Instructor
Permit Required Confined Space Training - Trainer/Instructor
Fall Protection Training - Trainer/Instructor
Line Clearance, Tree Trimming, Electrical Hazard Awareness Program Training - Trainer/Instructor
Hazard Communication "Right to Know" Instructor
Lockout/Tagout Training/Instructor
Occupational Safety and Health Administration (OSHA): 40-hour Hazardous Waste Operations and Emergency Response, and 1926 10-hour Construction Safety Training
Site Sense Behavioral Safety
Department of Energy Safety Health and Radiological Protection
First Aid/CPR/Blood Borne Pathogens

Brian Smallwood
Project Manager
Home Office: Knoxville, Tennessee

DISASTER EXPERIENCE

Years of Relevant Experience: 13 **Years at P&J: 2**

Brian Smallwood has more than 10 years of experience in disaster relief and debris removal services throughout the southeast and Gulf Coast. His expertise across various facets of local government infrastructure, federal government construction, and state government (FDOT/FDEP), including FEMA contract communications and facilitations. Smallwood has a strong foundation in project management, safety, estimating, scheduling, budgeting, quality control, contract compliance, client relations, documentation, and closeout, and he currently acts as the Program Manager for our Disaster group. He works to maintain and facilitate current client relationships while expanding the regional client base and seeking opportunities for business development investments. Upon activation, Smallwood uses his experience to aid on-site management and subcontractor relations as well as conflict resolution.

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Idalia | Hillsborough and Pasco Counties, Florida

Relevant Responsibilities: Smallwood oversaw 1 DMS, conducted pre-event coordination with the monitoring firm, and conducted the damage assessment. During road clearance efforts, P&J removed 365.4 CY of debris, and removed, hauled and disposed of an additional 4,635 CY of debris, totaling to a little over 5,000 CY of removed debris.

2023 Hurricane Ian | Multiple Counties, Florida

Relevant Responsibilities Smallwood was the Program Manager over 13 projects where he conducted pre-event coordination with the monitoring firms, conducted damage assessments; searched, funded, and helped permit DMS sites; managed the emergency road clearance (PUSH) operation, and managed 11 DMSs. Approximately 1.4 million CY of debris were removed, hauled, and ground, and 13,487 additional CY of debris was hauled without reduction.

2021 Hurricane Ida | St. John Baptist Parish, Louisiana

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: Smallwood conducted pre-event coordination with the monitoring firms, conducted damage assessments, and searched, funded, and helped permit DMS sites. He managed emergency road clearances and 2 DMSs and led the emergency road clearance operation. Scope of work included reduction by grinding and compaction; removing white goods, tires, HHW, and e-waste; cutting leaners and hangers; and removing debris from ditches and waterways. In total, 1.3M CY of debris were removed and disposed of.

He also managed the emergency road clearance for the Audubon Nature Institute (New Orleans Zoo). Scope of work for the Audubon Nature Institute included the disposal of 19,000 CY of waste; cutting leaners and hangers, and removing debris from a sensitive endangered species facility, the zoo, and Audubon Park.

2020-2021 Hurricane Laura | Calcasieu Parish, Lake Charles, Westlake, Dequincy, Vinton, Iowa, and Alexandria, Louisiana

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: Smallwood oversaw all projects, conducted pre-event coordination with the monitoring firm, conducted the damage assessment, and searched, funded, and helped permit DMS sites. He managed 9 DMS sites and managed the emergency road clearance of 300 crews who removed vegetation, C&D, white goods, e-waste, cut leaners and hangers, and ground vegetative debris and reduced C&D by compaction. Crowder Gulf removed over 200,000 CY of debris within several days with a total of 14.5M CY debris removed.

2020 Tropical Storm Cristobal | Harrison County, Mississippi

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: Smallwood oversaw marsh grass removal from county-owned beaches and hauled direct to final disposal. Overall, 55,000 CY were removed and hauled.

2018-2019 Hurricane Michael | Bay County, Florida

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: Smallwood conducted pre-event coordination with the monitoring firms, conducted damage assessments, and searched, funded, and helped permit DMS sites. He also managed emergency road clearance, debris removal from rights-of-way; vegetation reduction by grinding; C&D by compaction; and debris removal from waterways, canals, ditches, parks, schools, and cemeteries. He also managed the private property debris removal program (PPDR) demolition of damaged homes; completed asbestos abatement; and removed white goods, hangers, leaners; and managed 5 DMS sites. A total of 2,436,953 CY of debris were removed.

2017 Hurricane Harvey | Various locations, Texas

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: Smallwood conducted pre-event coordination with the monitoring firms, conducted damage assessments, and searched, funded, and helped permit DMS sites. He also managed vegetative, C&D, white goods, e-waste, and HHW removal. He managed a total of 8 DMS sites throughout Texas.

2016-2017 Hurricane Matthew | Duval County, Florida & Darlington, Sumter and Florence Counties, South Carolina

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: For Duval County, Florida, Smallwood managed debris removal from waterways beginning from hauling to final disposal. For South Carolina, Smallwood managed debris removal from state and county roads, leading to the removal of 500,000 CY of debris.

2016 Hurricane Hermine | Leon County, Florida and Tallahassee, Florida

Role: Regional Manager for Crowder Gulf

Relevant Responsibilities: For Leon County, Smallwood conducted pre-event coordination with the monitoring firms; conducted damage assessments; searched for, funded, and helped permit DMS sites; managed 2 DMS sites, vegetative and C&D removal, reduction by grinding, and disposal of leaners and hangers. A total of 225,051 CY of debris was disposed of. For Tallahassee, Smallwood oversaw vegetative and C&D removal, reduction by grinding, and disposal of leaners and hangers. A total of 162,260 CY of debris was disposed of.

2015 South Carolina Floods | Lexington and Richmond Counties, South Carolina

Role: Project Manager for Crowder Gulf

Relevant Responsibilities: Smallwood conducted pre-event coordination with monitoring firms; conducted damage assessments; searched, funded, and helped permit DMS sites; managed flood debris removal from Lexington and Richmond counties; led direct haul to final destination; and managed HHW, white good, and e-waste removal and disposal. A total of 33,163 CY of waste was disposed of.

2015 Fish Kill Response | Orange Beach, Alabama

Role: Project Manager for Crowder Gulf

Relevant Responsibilities: Smallwood led the removal effort of dead fish from coastal waters and beaches.

2011 Hurricane Irene | Newport News, Virginia

Role: Project Manager for Crowder Gulf

Relevant Responsibilities: Smallwood conducted pre-event coordination with monitoring firms; conducted damage assessments; searched, funded, and helped permit DMS sites; managed vegetative and C&D removal and disposal; and ran 1 DMS site. A total of 100,000 CY of debris was disposed of.

2011 Joplin Tornado | Joplin, Missouri

Role: Operations Manager for USACE

Relevant Responsibilities: Smallwood located a DMS site and managed a vegetative debris management site for tornado debris per ton.

EDUCATION

Bachelor of Science– Auburn University

TRAINING / CERTIFICATIONS

Qualified Agent – Florida GC License
LEED AP
OSHA 40-Hour HAZWOPER
OSHA 30-Hour Construction Safety
USACE- Construction Quality Mngt.
American Society of Healthcare Eng. (ASHE)
TWIC Card Holder
NPDES
CPR & Blood Pathogen Training

Sydney Kendrick
Business Manager
Home Office: Knoxville, Tennessee

DISASTER EXPERIENCE

Years of Relevant Experience: 4 **Years at P&J: 9**

Kendrick has been employed by P&J since 2015 and offers four years of disaster response and debris management experience. She's supported P&J's disaster response efforts following 2022 Hurricane Ian in Florida and the 2021 Virginia Winter Ice Storm. Kendrick has a strong foundation in project management, budgeting, quality control, contract compliance, client relations, documentation, and closeout, and currently acts as the Business Manager for our Disaster group. She works to maintain and facilitate current client relationships and contracts while expanding the regional client base and seeking opportunities for business development investments. Upon activation, Kendrick uses her experience to aid off and on-site contract management and subcontractor relations as well as conflict resolution. She will work directly with the client and the monitoring firm for all billing and project closeout procedures.

NOTABLE DISASTER DEBRIS MANAGEMENT MISSIONS

2023 Hurricane Idalia | Hillsborough and Pasco Counties, Florida

Project Scope of Work: Kendrick managed financials, client and subcontractor invoicing, accounts payable and receivable, and payroll. She also tracked quantities, worked with the monitoring company, and performed contract administration and bond insurance administration. During road clearance efforts, P&J removed 365.4 CY of debris, and removed, hauled and disposed of an additional 4,635 CY of debris, totaling to a little over 5,000 CY of removed debris.

2023 Hurricane Ian | Multiple Counties, Florida

Project Scope of Work: Kendrick tracked quantities, subcontracts and invoicing, worked with the monitoring company, and performed contract and bond insurance administration. She also managed financials, client and subcontractor invoicing, accounts payable and receivable, and payroll. P&J was the Prime Contractor responsible for the removal, reduction and disposal of debris generated by Hurricane Ian utilizing both in-house crews and subcontractors. This included cutting all leaners, hangers and hazardous trees, and debris was reduced by both grinding and burning. Approximately 1.4 million CY of debris were removed, hauled, and ground, and 13,487 additional CY of debris was hauled without reduction.

2021 VDOT Ice Storm Debris Removal | Multiple Counties, Virginia

Relevant Responsibilities: Kendrick managed financials, subcontractor payments, worked with the monitoring company, and provided invoicing support for the VDOT Ice Storm Removal project. Over the course of the project, 416,000 CY of debris was removed and reduced through grinding, including 125,000 hangers. Approximately 80,000 CY of the reduced vegetation was hauled off, and P&J managed more than 110 crews at peak operations, including more than 80 bucket trucks, more than 30 self-loaders, and 6 DMS wood management sites.

EDUCATION

Bachelor of Arts, Texas Tech University

TRAINING / CERTIFICATIONS

Federal Emergency Management Agency (FEMA) Emergency Management Institute (EMI): Basic Incident Command System for Initial Response; IS-230, Fundamentals of Emergency Management; IS-632-Introduction to Debris Operations, GovCon 101: The Federal Acquisition Regulation; Federal Acquisition Regulation (FAR) and Federal Government Purchasing – Course 3900

Standard First Aid and CPR Training

4.4 Established Subcontracting Resources

4.4.1 Subcontract Procurement

We classify our subcontractor strategy into three categories:

- **Key Pre-Positioned Subcontractors**: with whom we have existing Master Subcontract Agreements (MSAs)
- **Pre-Registered Subcontractors:** who meet our insurance and qualifications requirements and have been documented in our internal subcontractor database for potential subcontracts
- **Small & Disadvantaged Business Concerns**: identified following a disaster event.

4.4.2 Subcontractor Utilization

We anticipate approximately 60% of the work will be performed by subcontractors while the rest will be performed by P&J-owned equipment. We will perform 100% of the project management.

4.4.3 Subcontractor Availability – Nationwide

With a substantial number of P&J employees and subcontractors based in Tennessee, we are well prepared for any situation. Our extensive network also includes many skilled professionals located outside of Tennessee, ready to be activated immediately in the event of a major, state-wide disaster. This ensures that we can swiftly mobilize additional resources and maintain our commitment to providing exceptional support, no matter how widespread the challenge.

4.4.4 Proposed Subcontractors

Company Name	Location	Designation	Type Of Work
4M Arborculture	Knoxville, TN	SBE	Hauling
East TN Tree Service	Louisville, TN	None	Hauling
K-Kap, Inc.	Huntsville, TN	None	Hauling
Lane Hauling & Excavating	Clarkrange, TN	HZ, SBE, WBE	Hauling
Rio-Bak Corporation	Wellington, FL	SBE (FEDERAL)	Hauling
H & R Of Belle Glade, LLC	Belle Glade, FL	SBE	Hauling
Siboney Contracting Co.	West Palm Beach, FL	MBE	Hauling
Optimum Services, Inc.	Okeechobee, FL	HZ, SBE, VO	Hauling

BKW, Inc.	Pensacola, FL	WBE	Hauling
Emerald Coast Site Construction	Panama City, FL	SBE	TDSRS Management
EE&G Disaster Response, LLC	Miami Lakes, FL	None	Env
Drewery Construction Co, Inc.	Nacogdoches, TX	None	Hauling
Grillot Construction, LLC	Belle Chase, LA	None	Hauling
Metrolina Landscape Co, Inc.	Charlotte, NC	None	Hauling
Terry Bucks Contracting, LLC	Gainesville, GA	None	Hauling
Thunder Disaster Services, Inc.	Waynesville, NC	VO, WBE	Hauling

DBE: Disadvantaged Business Enterprise | HZ: HUBZONE | SBA: Small Business Administration-Certified | SBE: SMALL BUSINESS ENTERPRISE | SDB: Small Disadvantaged Business | MBE: Minority-Owned Business Enterprise | VO: Veteran-Owned Business | WBE: Woman-Owned Business Enterprise

4.5 Additional Capabilities and Experience

As a heavy civil and power infrastructure contractor, P&J has the personnel, equipment, and experience to work across four (4) additional key markets.

- **Water:** New construction, rehabilitation and restoration, alternative delivery models
- **Industrial & Commercial:** manufacturing, distribution, rail and port, landfills, commercial and residential sites
- **Mining:** site development, leach pads, contract mining, reclamation, tailings
- **Power**
    - **Transmission & Distribution:** ROW construction, foundation drilling, overhead and underground electrical, substations, storm recovery
    - **Renewables:** Civil works, balance of plant, substations, interconnect
    - **Generation:** Facility civil works, CCR management and excavation, landfill construction, management, and closure

5 DELIVERY OF SERVICES

5.1 Executive Summary

We have consistently delivered essential services throughout a community's event evolution. Our commitment remains unwavering, and we are determined to reinforce it through our actions.

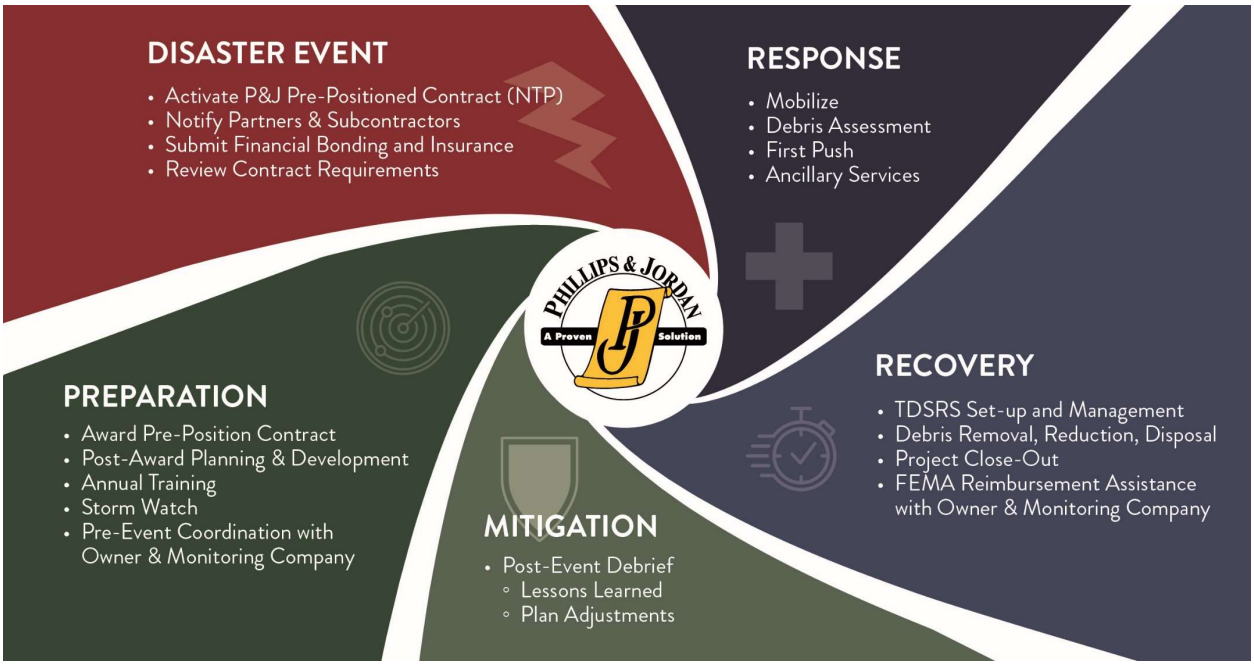
- With an established track record of success, we actively provide effective solutions to impacted communities, ensuring their immediate and long-term needs are met. As a reliable partner in and out of crisis, we are here to support you.

- Our purpose is to support communities when disaster strikes, and we have a clear action plan for their recovery and long-term growth. Through continuous improvement and innovation, we enhance our response capabilities to meet future challenges. We prioritize community resilience and sustainability, offering the necessary resources, services, and expertise to help communities rebuild and thrive.

- Our efforts extend beyond immediate response. We are dedicated to assisting communities throughout the entire event evolution, from preparedness and response to recovery and resilience building. We are committed to listening, learning, adapting, and incorporating valuable feedback and lessons from past experiences to improve our services and exceed community expectations always.

With our enduring presence, ongoing support, and steadfast commitment, you can rely on us. As we outline our approach to a typical disaster event, rest assured that we will work closely with you to customize our strategy based on the unique attributes of your community and the specific challenges you face.

OUR APPROACH TO A DISASTER LIFE-CYCLE



We approach disaster missions as part of a continuous cycle of preparation and response.

5.2 Preparation

Following the award of a pre-positioned contract, our senior management team will meet with County representatives to develop preparedness plans via teleconference or in person. Pre-planning includes but is not limited to identifying proposed Temporary Debris Storage & Reduction Sites (TDSRSs), equipment staging areas, and landfills authorized to receive debris for final disposal, as well as points of contact for stakeholders who would participate in a disaster debris management effort.

We will participate in the County's annual training exercises and continuing education throughout the year to maintain awareness of the most up-to-date practices, policies, and regulations affecting disaster debris management and FEMA reimbursement procedures.

5.2.1 Pre-Event Coordination

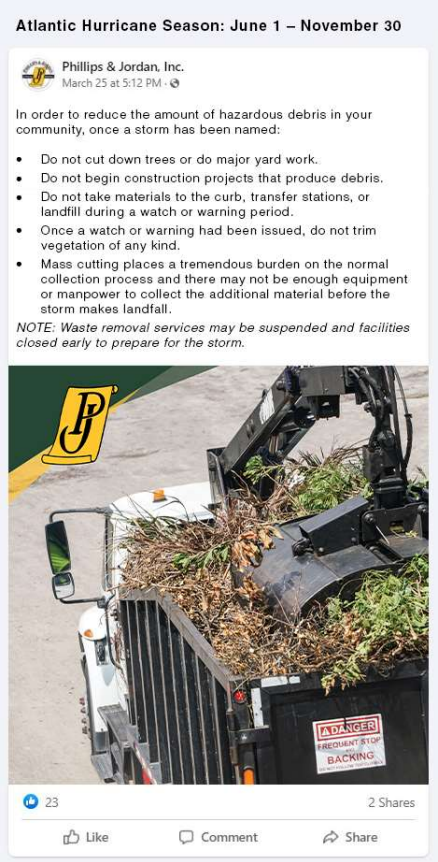
We monitor storm development during storm season and plan for potential activation in predictable disaster events. The management team initiates pre-event communication with the County representatives up to 96 hours before the anticipated event to plan for mobilization.

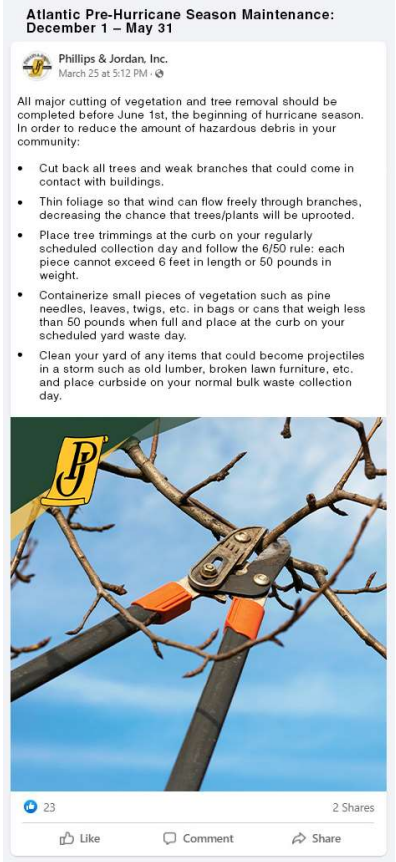
This includes but is not limited to identifying and notifying relevant stakeholders and suppliers, establishing government relationships and contacts, and determining whether we have projects nearby that could offer resources or personnel in the event of contract activation.

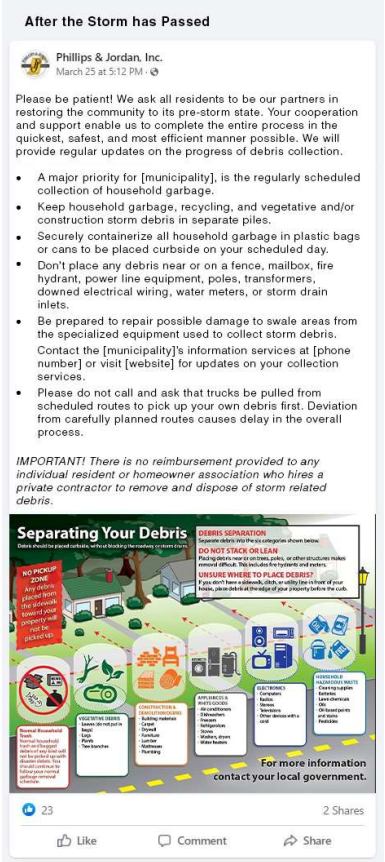
5.2.2 Community Relations

We offer community relations support upon request from the County. Timely and cost-effective disaster debris management depends on educating citizens about their role. Effective dissemination of information reduces client workload and delays/costs. Social media-based public relations campaigns are essential for reaching a large audience inexpensively. Developing a tailored community relations program facilitates efficient communication and recovery efforts before the disaster. With our in-house graphics and video team, we can assist with creating PSAs, using TV, radio, newspapers, billboards, signs, handbills, websites, and social media. We can also develop graphics, audio/visual presentations, print media inserts, and educational programs for community meetings. Real-time updates can be provided through social media posts.

The following are examples of information that could be communicated to the public through a PSA before and after an event.







5.3 Disaster Event

Upon contract activation and issuance of Notice to Proceed (NTP), we will initiate mobilization of key management personnel to the Emergency Operations Center (EOC) within two (2) hours, notify partners and subcontractors of contract activation, submit financial bonding and insurance information to the County, and review contract requirements.

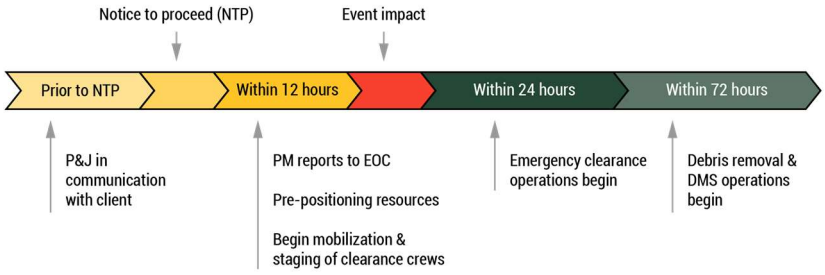


Figure 1: Predictable Event Mobilization Timeline

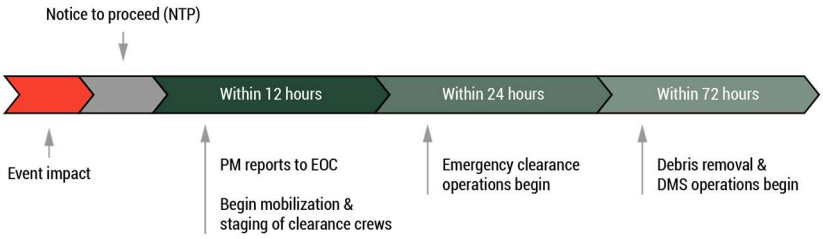


Figure 2: Non-Predictable Event Mobilization Timeline

5.4 Response

The magnitude and predictability of an event will affect the timeline of every debris management project. We aim to remove debris within 90 days and reduce and dispose within 120 days. The P&J management team (see section 4.3) will work closely with County representatives to complete debris management activities within FEMA reimbursement timelines. If additional time is needed, we can assist the County in filing for an extension.

5.4.1 Mobilization

From the EOC, the P&J management team will work with County representatives to coordinate resources based on damage assessments and route prioritization for any First Push efforts. We will modify pre-event sectoring, personnel and equipment, and staging area plans to fit actual site conditions and begin mobilizing subcontractor personnel and equipment.

P&J anticipates the following scale of mobilization of people (management and crews) and equipment (hauling and reduction/grinding) during a small, medium, or large event response.

P&J will work with County representatives to communicate with the public about debris segregation and other project information during debris assessment and mobilization.

Small-Scale Event

	0-48 Hrs	48-72 hrs	90 hrs	1 week	2 weeks
Management Team Members	1 Operations Manager 1 Project Manager 1 Foreman	1 Operations Manager 1 Project Manager 1 Foreman	1 Operations Manager 1 Project Manager 1 Foreman	1 Operations Manager 1 Project Manager 1 Foreman	1 Operations Manager 1 Project Manager 1 Foreman
Tree Crews	3 Bucket Trucks	5 Bucket Trucks	10 Bucket Trucks	10 Bucket Trucks	10 Bucket Trucks
Hauling Units	5 Trucks	10 Trucks	15 Trucks	25 Trucks	25 Trucks
Reduction / TDSRS Equipment with Operators	1 Excavator 1 Loader	2 Excavators 2 Loaders 2 Grinders or ACI's	2 Excavators 2 Loaders 2 Grinders or ACI's	2 Excavators 2 Loaders 2 Grinders or ACI's	2 Excavators 2 Loaders 2 Grinders or ACI's

Medium-Scale Event

	0-48 Hrs	48-72 hrs	90 hrs	1 week	2 weeks
Management Team Members	1 Operations Manager 2 Project Managers 3 Foreman	1 Operations Manager 3 Project Managers 5 Foreman	1 Operations Manager 3 Project Managers 5 Foreman	1 Operations Manager 3 Project Managers 5 Foreman	1 Operations Manager 3 Project Managers 5 Foreman
Tree Crews	10 Bucket Trucks	15 Bucket Trucks	25 Bucket Trucks	50 Bucket Trucks	50 Bucket Trucks
Hauling Units	15 Trucks	25 Trucks	50 Trucks	75 Trucks	75 Trucks
Reduction / TDSRS Equipment with Operators	2 Excavators 2 Loaders	3 Excavators 3 Loaders 3 Grinders or ACI's	3 Excavators 3 Loaders 3 Grinders or ACI's	3 Excavators 3 Loaders 3 Grinders or ACI's	3 Excavators 3 Loaders 3 Grinders or ACI's

Large-Scale Event

	0-48 Hrs	48-72 hrs	90 hrs	1 week	2 weeks
Management Team Members	1 Operations Manager 3 Project Managers 5 Foreman	1 Operations Manager 5 Project Managers 10 Foreman	1 Operations Manager 5 Project Managers 10 Foreman	1 Operations Manager 5 Project Managers 10 Foreman	1 Operations Manager 5 Project Managers 10 Foreman
Tree Crews	25 Bucket Trucks	35 Bucket Trucks	60 Bucket Trucks	75 Bucket Trucks	75 Bucket Trucks
Hauling Units	25 Trucks	50 Trucks	125 Trucks	150 Trucks	150 Trucks
Reduction / TDSRS Equipment with Operators	3 Excavators 3 Loaders	4 Excavators 4 Loaders 4 Grinders or ACI's	5 Excavators 5 Loaders 5 Grinders or ACI's	5 Excavators 5 Loaders 5 Grinders or ACI's	5 Excavators 5 Loaders 5 Grinders or ACI's

5.4.2 Debris Assessment

We will coordinate with County representatives to assess the debris quantity, which will help determine the amount of personnel and equipment needed, the estimated timeline of debris removal, and whether any additional TDSRSs will be necessary to speed up operations.



5.4.2.1 Unmanned Aircraft Utilization

P&J utilizes drone surveying technology to optimize efficiency during the first push of an event to photograph difficult terrain, waterways, and ditches. These images will aid in swift action, allowing us to assess debris removal needs and determine an effective and productive approach to addressing recovery efforts. Our unmanned aircraft program is also compliant with FAA regulations

5.4.3 First Push

Within 24 hours of NTP, P&J will mobilize first-push crews to begin clearance operations. This emergency road clearance will occur in concert with the debris assessment and focus on maximizing public safety while minimizing further damage to utility systems and public infrastructure. A typical first push crew will consist of one (1) Foreman with a truck, one (1) Equipment Operator with loader or skidsteer, and two (2) Laborers equipped with chainsaws and rakes and supported, if necessary, by several transport trucks.

First Push efforts are considered within the first 70 hours following NTP, or roughly three (3) days.

5.4.4 Ancillary Services

We can provide additional essential services, through our dedicated partners, to support your community during disaster events, including but not limited to the following:

- Ice & Water Delivery
- Mobile and Portable Generators/Light Plants
- Mobile Kitchens & Food Service
- Temporary Housing/Shelter
- Mobile Unit Services (Laundry/Restroom/Showers)
- Mobile Office Units
- Emergency Fuel Service
- Temporary Bridges and Barges
- Satellite Telephone Communications
- Community Relations
- Blue Roofing

Some of our valued partners that help us deliver ancillary services:

SAFESIDE EMERGENCY MANAGEMENT SUPPORT
SUNBELT RENTALS
GRANNY'S ALLIANCE
QUALTEK RECOVERY LOGISTICS

5.4.5 Strategic Coordination for Project Logistics

P&J will collaborate closely with the County to pinpoint key logistical elements essential for the project's success. This includes identifying optimal locations for equipment staging areas, determining the sites for Temporary Debris Storage and Reduction Sites (TDSRSs), and coordinating lodging arrangements for all involved personnel. By working together with local authorities, P&J aims to ensure a streamlined process, efficient operations, and effective use of resources throughout the project's duration.

Potential Staging Areas:

10142 Parkside Drive
Knoxville, TN 37922



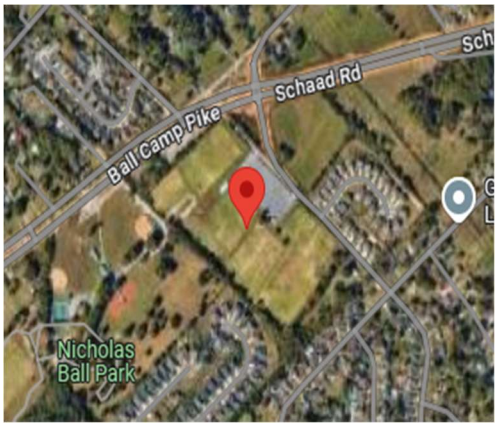
Wilbanks Road
Knoxville, TN 37849



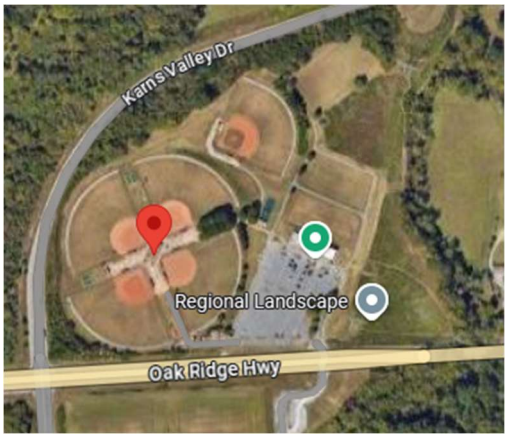
TDSRS Locations:

Tier 1 TDSRS Locations

Ball Camp Soccer Complex
1831 Hitching Post Drive

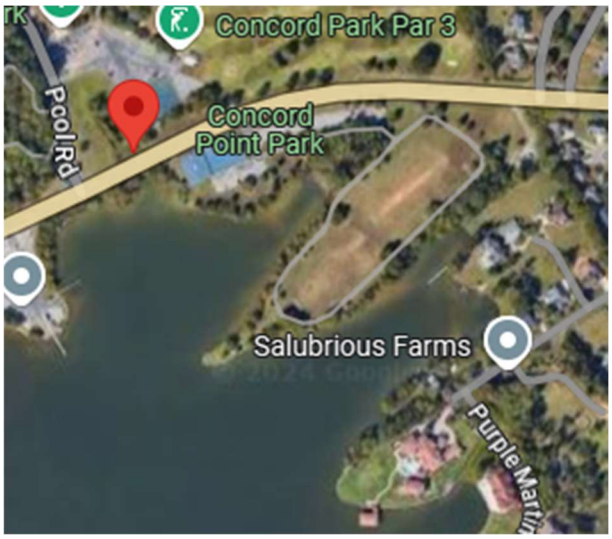


Northwest Sports Complex
8050 Oak Ridge Highway



Tier 2 TDSRS Locations

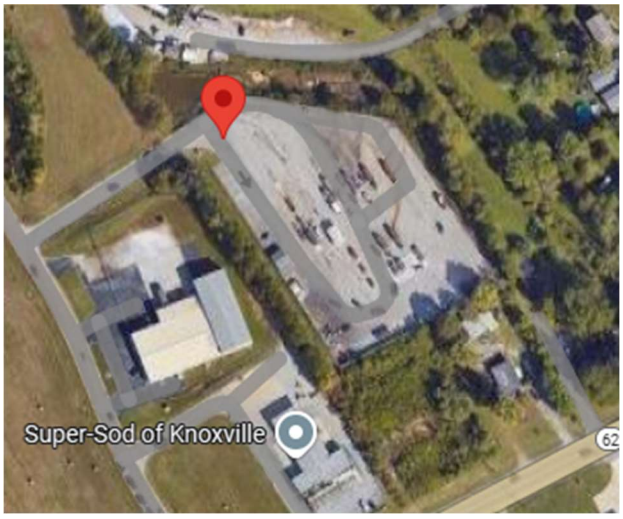
Concord Park East
10901 South Northshore Drive



Rutledge Park – Tennssee Truck & Equipment Co.
7017 Rutledge Pike



Karns Convenience Center
6930 Karns Crossing Lane



Potential Lodging:

Sonesta Simily Suites
10206 Parkside Dr.
Knoxville, TN 37922

Residence Inn
215 Langley Pl
Knoxville, TN 37922

Mainstay Suites
214 Langley Pl
Knoxville, TN 37922

Home2 Suites
380 N Peters Rd
Knoxville, TN 37922

Extended Stay America
1700 Winston Rd
Knoxville, TN 37919

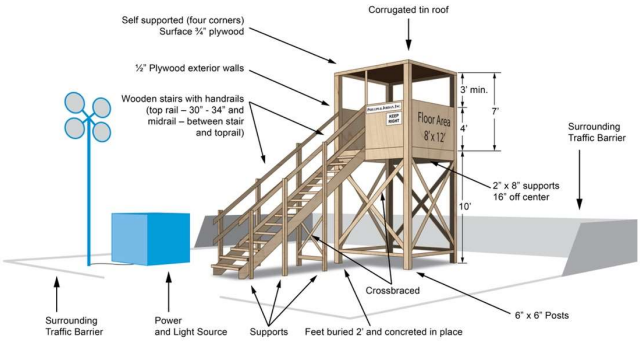
Holiday Inn Express and Suites
114 Tulsa Rd
Oak Ridge, TN 37830

Staybridge Suites
420 S Illinois Ave
Oak Ridge, TN 37830

Holiday Inn Express & Suites
7520 Conner Rd
Powell, TN 37849

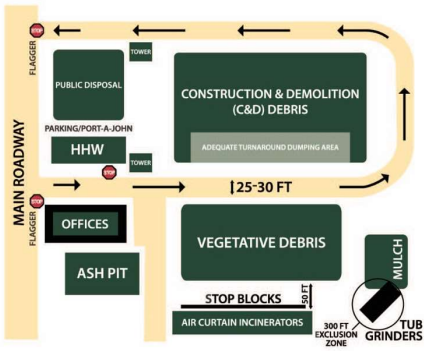
5.4.6 Temporary Debris Storage & Reduction Sites (TDSRSs)

Establishing multiple TDSRSs to accept debris early in the mission schedule significantly improves removal efficiency. At the beginning of each disaster debris management mission, we will work with the County to determine or verify TDSRS locations, along with each site's feasibility, operational limitations, and environmental characteristics. If it is necessary to obtain additional TDSRSs, County representatives will assist with identification and permitting.



We will verify or establish Debris Zones and prepare TDSRSs based on these plans. Construction of a TDSRS can be accomplished within 2 days and can include:

- Tower Construction
- Site Set-up
- Site Security
- Baseline Environmental Screening



During this time, the P&J management team will engage a third-party monitoring company to begin certification of haul trucks and safety inspections.

5.4.7 Debris Collection & Removal

After issuance of NTP, P&J will begin collecting and transporting all eligible storm-related debris from public ROWs to TDSRSs or a landfill, as determined by the County.

We handle the following classifications of debris:

- Vegetative Debris
- C&D Debris
- Hazardous Trees & Limbs
- Hazardous Stump Removal
- Specialty Debris Removal
- White Goods
- Vehicle & Vessel
- Marine Debris Removal
- Sand/Soil Removal, Screening, & Replacement
- Animal Carcass Removal
- Cadaver Recovery & Identification
- Private Property Debris Removal & Demolition
- Asbestos Containing Material
- Structure Demolition & Removal
- HHW Disposal
- Electronic Waste Disposal
- Freon Removal



P&J EXPERIENCE

We collected and processed over 1.4 million cubic yards of vegetative and C&D debris during the 2022 Hurricane Ian disaster debris management mission.



P&J EXPERIENCE

We collected and processed over 3,100,000 cubic yards of vegetative and C&D debris during the 2017 Hurricane Irma disaster debris management mission.

5.4.8 Sandbag Collection and Disposal Debris Reduction

We balance vegetative debris reduction through a combination of grinding, open pit burning, and air curtain incineration to account for current wood chip and mulch markets and landfill capacity. Marketable trees transported to TDSRSs can also be segregated rather than reduced and beneficially reused to produce dimensional lumber, firewood, and landscape timbers.

For C&D debris, we will seek recycling and beneficial reuse opportunities where feasible, including:

- Segregating recyclable building material at curbside for direct transport to recycling locations,
- Loading and transporting mixed C&D to authorized landfills where it is sorted to segregate recyclable building material, and
- Hauling mixed C&D debris to a TDSRS where it can be segregated, reduced, and recycled.



P&J EXPERIENCE

In 2011, we simultaneously operated over 45 TDSRSs during debris operations in response to the tornado super-outbreak that impacted the state of Alabama and Joplin, Missouri. More recently in 2017, we simultaneously operated 21 TDSRSs in Florida following Hurricane Irma.

Our preferred approach to C&D reduction is to haul debris to a TDSRS and reduce by compaction, reducing the volume to be

hauled to a landfill, while still leaving opportunities to beneficially reuse components. This approach reduces disposal fees on average by 50%.

5.4.9 Debris Final Disposal & Haul-Out

Once reduced or processed, we will haul all debris materials to their final disposal location, as determined by the County.

5.4.10 Project Close-Out

Upon removal of all debris transported to TDSRSs for reduction, we will demobilize equipment; remove inspection towers, fencing, erosion control devices, and signage at each site; and return the site to equal or better condition than before the project start. TDSRS closure is generally accomplished within 30 days of last receipt of vegetative debris.

Our Operations Manager will conduct a final closeout inspection of each site with a County representative, who will formally release P&J from site control after conditions meet approval.

Closeout environmental screening will also be performed for each TDSRS after initial site restoration to assess whether operations significantly impacted the soil and/or groundwater, compared to baseline data. If significant differences are found, additional site restoration will be completed to the greatest extent feasible.

5.4.11 FEMA Reimbursement Assistance

Following project close-out, we will assist the County and its third-party monitoring firm with relevant reporting and communication to ensure timely and comprehensive FEMA reimbursement for work performed. We have successfully managed over 50 FEMA-reimbursed disaster debris management mission contracts, resulting in payments exceeding $300,000,000.

No client has ever been denied reimbursement for work performed.

5.5 Mitigation

5.5.1 Post-Event Debrief

Following the completion of a debris removal mission and TDSRS closeout inspections, our Operations Manager will meet with a client representative to assess how well the pre-event planning modeled actual conditions, address any lessons learned, and determine areas of success as well as potential improvements for future event response plans.

5.5.2 Infrastructure Rehabilitation & Resiliency Improvements

The enterprise mission of the Phillips family of companies is to modernize, build, and maintain resilient critical infrastructure. The work of our collective companies strengthens communities' ability to withstand disasters by ensuring the power grid and water resources infrastructure facilities are fortified against higher winds and flooding risks. Our disaster debris management services are only a portion of the services offered to help prepare for and weather a disaster event. Our understanding of this work makes us uniquely suited to assess not only damage in the moment, but also potential solutions for future events.

5.6 Quality Control

Quality is a core value ingrained in our operations, permeating all aspects of our disaster management response, including employee selection, training, emergency protocols, and service delivery to affected communities. Our unwavering commitment to quality ensures preparedness to respond with professionalism, expertise, and compassion, tailored to meet the unique needs of each community with care and efficiency.
We obtain this quality through the following:

- Managing and delivering defect-free services performed safely, on time, and within budget.
- Maintaining personal contact with client representatives and engineers to address project issues and recommendations.
- Developing relationships and partnering agreements with subcontractors and suppliers.
- Promoting local labor, subcontractors, and suppliers while monitoring their quality programs and performance.
- Continually monitoring and analyzing performance to identify and implement process improvements.
- Ensuring the competence, development, professionalism, and safety of our employees.
- Recognizing the achievements of our staff and maximizing their potential.
- Documenting lessons learned and applying them to future work.

5.6.1 Documentation Management

5.6.1.1 Resource Controls

Orientation is given to all personnel and subcontractors, and each recieve a unique ID number and possibly a photo ID card for high-security projects. Equipment is inspected and photographed, and trucks used for hauling debris are assigned a cubic yard capacity and a unique ID number with ownership documented.

5.6.1.2 Daily Timecards

When performing T&J work, daily timecards will be completed with information including employee details, equipment ID, date and hours worked, work location, supervisor signatures, and County representative signature.

5.6.1.3 Client Invoicing

We have created controls for disaster debris management that work seamlessly with monitoring company data management systems. We prepare and submit invoices to the County and/or the monitoring company for each billing cycle. We then reconcile all project data, audits (if any), and project closeout with the County administrative personnel and monitoring firm.

5.6.1.4 Claims Management

We assign a Claims Manager to each debris management mission. The Claims Manager inspects damages and negotiates resolutions with property owners within 48 hours of receiving a damage claim report. After resolution, property owners will sign a damage release and we will provide the County with documentation of all claims, including photos.

5.7 Safety Program

Our enterprise is committed to having a world-class safety program driven by our desire to put the safety and health of our people first on every project we undertake and every decision the company makes. The following key principles guide our program:

- Strong, committed leadership
- Individual accountability
- Employee involvement and feedback
- Continuous improvement

5.7.1 EH&S Program Overview

Safety – A Core Value

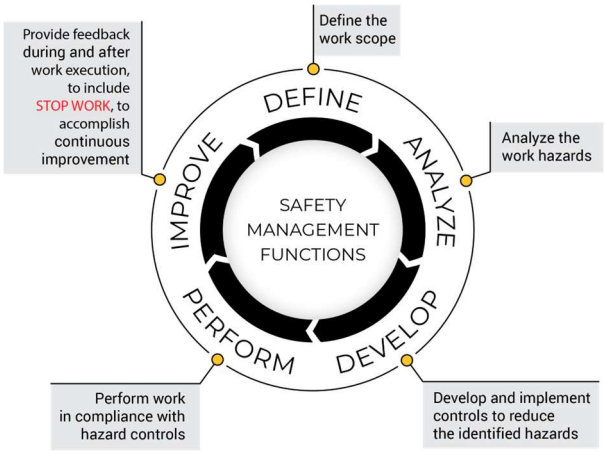
As a People First enterprise guided by a commitment to actively care, we believe a safe workplace and workforce are the only acceptable way to do business - and the only way to take care of the people, the environment, and the communities where we work. This commitment is a fundamental cornerstone of our business and is shared by all our enterprise employees, from executive to craft, as we pursue challenging projects. We embrace individual accountability at all levels, starting with our leadership and extending to our people and subcontract employees. Our Environmental, Health, & Safety (EH&S) Program aims to protect the safety and health of our employees, subcontractors, clients, and the public.

Our program is based on our core values. It is implemented by personal accountability to our policies, protocols, and processes developed from best practices and lessons learned over decades of experience. As we strive for a world-class safety program, we pride ourselves on exceeding regulatory requirements and always calibrating our efforts.

A Systematic Approach to Safety

We systematically integrate safety into management and work practices at all levels, inclusive of all subcontractors. The backbone of our safety approach is comprised of five core safety management functions:

1. Define
2. Analyze
3. Develop
4. Perform
5. Improve



This systematic approach is accomplished by instituting multiple dynamic controls that have proven to be effective over numerous construction projects in the past, while encouraging employee feedback and routinely engaging our employees in safety education, job planning, and preparation. Ongoing programmatic monitoring is conducted to ensure the implementation of all program elements.

6 EXPERIENCE & REFERENCES

6.1 Summary of Qualifications

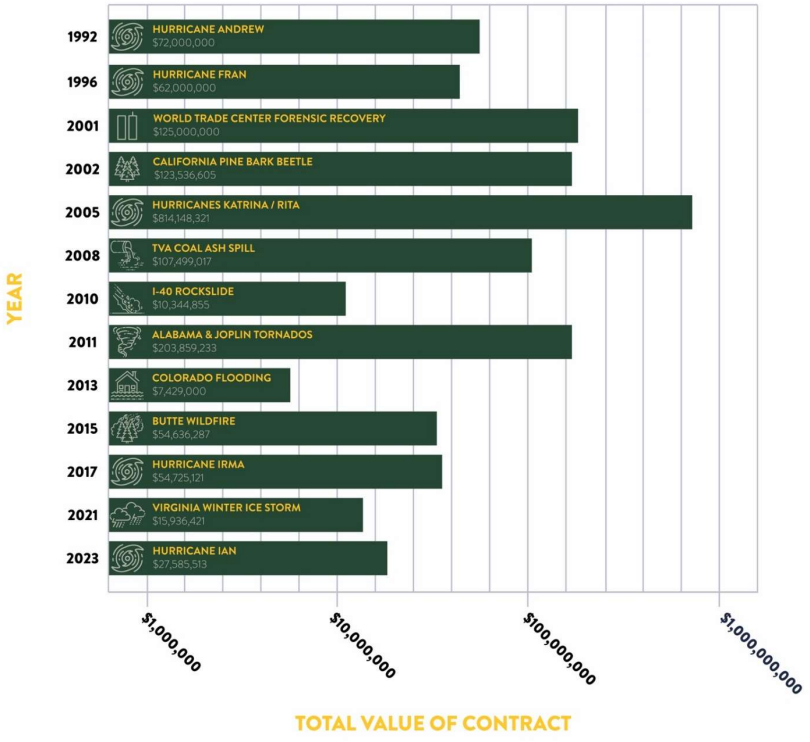
Our team possesses the capabilities to rapidly deploy the necessary management team, equipment, workforce, and resources to respond to any natural or man-made disaster effectively. Over the past four decades, we have completed disaster debris management missions totaling more than $2.2 billion for over 200 individual jurisdictions across the U.S.

Our team is well-versed in all aspects of disaster debris management, including the following:

- The implementation of requirements outlined in FEMA's Public Assistance Program and Policy Guide, FP 104-009-2 (June 2020)
- FEMA Public Assistance Debris Management Guide
- FEMA Public Assistance Debris Monitoring Guide
- The U.S. Office of Management and Budget's Super Circular or the Code of Federal Regulations, Title 2, Chapter 200 (2CFR 200) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (previously under 44CFR)

6.2 Summary of Past Performance

With 300+ successful missions completed in 22 states, we respond to various disasters, including hurricanes, floods, wildfires, and more. The following graph represents notable disaster missions completed by our company.



In response to RFP requirements, information for several projects in which P&J is currently involved or completed is provided in the table below. **All completed projects were successfully reimbursed by FEMA. Additional information regarding P&J's FEMA reimbursement assistance process is provided in Section 5.4.11.**

Dates of Service	Client	Event	Size and Scope of Work	Client Contact
October 2024-Ongoing	Flagler County, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Ryan Prevatt Road and Bridge Manager 386-313-4138 rprevatt@flaglercounty.org
October 2024-Ongoing	Highlands County, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Clinton Howerton County Engineer 863-402-6877 chowerton@highlandsfl.gov
October 2024-Ongoing	Holly Hill, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Steve Juengst Assistant Director 386-248-9493 sjeungst@hollyhillfl.org
October 2024-Ongoing	New Smyrna Beach, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	David Ray Director of Maintenance Operations 386-424-2202 dray@cityofnsb.com
October 2024-Ongoing	Pasco County, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Tim Treshler Sr. Program Manager Public Infrastructure Branch Solid Waste Department 727-847-2411 Ext. 2060 ttreshler@pascocountyfl.net
October 2024-Ongoing	Tampa, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Larry A. Washington, MPA Director, Department of Solid Waste & Environmental Program Management 813-521-2227 Larry.Washington@tampagov.net
October 2024-Ongoing	Wellington, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Danielle Zambruski Purchasing Manager 561-791-4107 dzembrzuski@wellingtonfl.gov

October 2024-Ongoing	Winter Garden, FL	Hurricane Milton	Debris Removal, Management and Disposal – TBD Final #s	Richard Fasano Director of Operations, Public Services (407) 877-5449 rfasano@cwgdn.com
October 2024-Ongoing	Hillsborough County, FL	Hurricanes Helene & Milton	Debris Removal, Management and Disposal – TBD Final #s	Travis Barnes Manager of Sustainable Materials Management 813-209-3085 barnest@hillsboroughcounty.org
October 2024-Ongoing	Pinellas County, FL	Hurricanes Helene & Milton	Debris Removal, Management and Disposal – TBD Final #s	Paul Dean Public Works Deputy Director (727) 464-3654 PDean@Pinellas.gov
October 2024-Ongoing	Homerville, GA	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Tom Kennedy City Mayor 229-315-3239 tkennedyforestry@gmail.com
October 2024-Ongoing	Telfair County, GA	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Jason Boone Chairman 229-315-5423 jasonboone85@gmail.com
October 2024-Ongoing	Jeff Davis County, GA	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Jayme Crosby County Clerk 912-347-0213 jayme.crosby@jeffdaviscounty.gov
October 2024-Ongoing	Appling County, GA	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Robyn Evans County Clerk 912-500-9763 revans@applingco.com
October 2024-Ongoing	Wheeler County, GA	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Steve Adams Emergency Manager 912-585-0120 adamsema@windstream.com
October 2024-Ongoing	SCDOT (Aiken, Barnwell, Edgefield, Saluda Counties)	Hurricane Helene	Debris Removal, Management and Disposal – TBD Final #s	Jennifer Gruber State Roadside Manager 843-834-1508 wheelerjc@scdot.org

May 2024 – Ongoing	Desoto County, FL	Hurricane Ian Waterway Cleanup	Waterway Debris Removal, Management and Disposal - >600,000CY Waterway Debris Removed, Hauled, and disposed TBD final #s	Cindy Talamantez Purchasing Director c.talamantez@desotobocc.com 863-993-4800
August-September 2023	Hillsborough County, FL	Hurricane Idalia	Debris Removal, Management and Disposal - ~365 CY Removed	Travis Barnes Manager of Sustainable Materials Management 813-209-3085 barnest@hillsboroughcounty.org
August-September 2023	Pasco County, FL	Hurricane Idalia	Debris Removal, Management and Disposal - 4,635 CY	Tim Treshler Sr. Program Manager, Solid Waste Dept. 727-847-2411 Ext. 2060 ttreshler@pascocountyfl.net
October-November 2022	City of Holly Hill, FL	Hurricane Ian	Debris Removal, Management and Disposal - 77,451 CY's Debris Removed, Hauled and Ground. 194 Leaners & Hangers cut.	Steve Juengst Assistant Director 386-248-9493 sjeungst@hollyhillfl.org
October-December 2022	City of New Smyrna Beach, FL	Hurricane Ian	Debris Removal, Management and Disposal - 126,373 CY's Debris Removed, Hauled and Ground.	David Ray Director of Maintenance Operations 386-424-2202 dray@cityofnsb.com
October 2022	City of North Myrtle Beach, SC	Hurricane Ian	Debris Removal, Management and Disposal - 8,300 CY Debris Removed	Amber Bell Purchasing Agent 843-280-5696 acbell@nmb.us
October-November 2022	City of Pinellas Park, FL	Hurricane Ian	Debris Removal, Management and Disposal - 5,197 CY's Debris removed only. No reduction.	Kyle Arrison Director of Construction Services 727-369-5621 karrison@pinellas-park.com
October-November 2022	City of Tampa, FL	Hurricane Ian	Debris Removal, Management and Disposal - 21,011 CY's Debris Removed, hauled and Ground.	Larry A. Washington, MPA Director, Department of Solid Waste & Environmental Program Management 813-521-2227 Larry.Washington@tampagov.net

October 2022-January 2023	Desoto County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 569,035 CY Debris removed, hauled and ground. 18,856 Hazardous Trees & Limbs Cut	Cindy Talamantez Purchasing Director c.talamantez@desotobocc.com 863-993-4800
October-November 2022	FDOT – Hardee County	Hurricane Ian	Debris Removal, Management and Disposal - 19,317 CY Debris removed, hauled and ground. 236 Hazardous Trees & Limbs Cut	Phil Stevens SR VP of EXP Phil.stevens@exp.com 615-613-4167
November 2022	FDOT – Highlands County	Hurricane Ian	Debris Removal, Management and Disposal - 5,630 CY Debris removed, hauled and ground. 190 Hazardous Trees & Limbs Cut	Phil Stevens SR VP of EXP Phil.stevens@exp.com 615-613-4167
October-November 2022	Flagler County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 10,462 CY's Debris removed, hauled and ground.	Ryan Prevatt Road and Bridge Manager 386-313-4138 rprevatt@flaglercounty.org
October-November 2022	Hardee County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 99,875 CY Debris removed, hauled and ground. 1,540 Hazardous Trees & Limbs Cut	Christopher Simpron Public Works Director 863-773-3272 christopher.simpron@hardeecounty.net
October 2022 – January 2023	Highlands County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 459,737 CY Debris removed, hauled and ground. 7,420 Hazardous Trees & Limbs Cut	Clinton Howerton County Engineer 863-402-6877 chowerton@highlandsfl.gov
October -December 2022	Hillsborough County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 35,904 CY Debris removed, hauled and ground. 19 Hazardous Trees & Limbs Cut	Travis Barnes Manager of Sustainable Materials Management 813-209-3085 barnest@hillsboroughcounty.org
October -December 2022	Manatee County, FL	Hurricane Ian	Debris Removal, Management and Disposal - 14,500 CY's Debris removed and ground. 296 Hazardous Trees & Limbs Cut	Jeanne Detweiler Superintendent Solid Waste 941-812-4301 jeanne.detweiler@mymanatee.org

March-June 2021	Virginia Department of Transportation (VDOT)	Virginia Winter Storm Recovery	Debris Management and Disposal Services - 414,637 CY Veg Debris Removed 124,577 Hazard Trees/Limbs Removed	Sean Nelson, P.E. 804-921-5422 sean.nelson@vdot.virginia.gov
November-December 2020	City of New Bern, NC	Hurricane Isaias	Debris Management and Disposal Services - 6,735 CY	Matt Montayne Public Works Director 252-639-7501 montaynem@newbern-nc.org
October 2019	City of New Bern, NC	Hurricane Dorian	Debris Management - 2,634 CY Veg 1,336 TN C&D	Matt Montayne Public Works Director 252-639-7501 montaynem@newbern-nc.org
September 2018 – January 2019	City of New Bern, NC	Hurricane Florence	Debris Management - 155,178 CY	Matt Montayne Public Works Director 252-639-7501 montaynem@newbern-nc.org
September 2018 – January 2019	Craven County, NC	Hurricane Florence	Debris Management - 59,729 CY Veg Debris Removed, Hauled and Ground	Gene Hodges Assistant County Manager 252-671-7326 mhodges@cravencountync.gov
September 2018 – January 2019	Town of Trent Woods, NC	Hurricane Florence	Debris Management - 58,955 CY	Abra Cullen Finance Officer 252-637-9817 abracullen@trentwoodsnc.org
September 2018 – January 2019	Town of Briarcliffe Acres, SC	Hurricane Florence	Debris Management - 4,401 CY Veg	Jennifer Newbold, Town Clerk 843-272-8863 townclerkjnewbold@townofbriarcliffe.us

6.3 Reference Check Form

Please find P&J's Reference Check Form on the following page.

Reference Check Proposal 3612 Emergency Debris Removal **Vendor** Phillips and Jordan, Inc.

Proposers shall submit a list of three (3) projects, two (2) of which must be FEMA related incidents, of similar size which occurred within the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via e-mail only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Reference #1

Name of Firm: Desoto County, FL

Address: 21 East Oak Street, Suite 201 Arcadia, FL 34266

Contact Person: Cindy Talamantez

Contact Person telephone number: 863-993-4800

Contact Person e-mail: c.talamantez@desotobocc.com

Nature of contract: Debris Management and Removal - Hurricane Ian

Contract start date: October 2022 **Contract end date:** January 2023

Reference #2

Name of Firm: City of New Smyrna Beach, FL

Address: 124 Industrial Park Ave. New Smyrna Beach, FL 32168

Contact Person: David Ray

Contact Person telephone number: 386-424-2202

Contact Person e-mail: dray@cityofnsb.com

Nature of contract: Debris Management and Removal - Hurricane Ian

Contract start date: October 2022 **Contract end date:** December 2022

Reference #3

Name of Firm: Flagler County, FL

Address: 1769 E. Moody Blvd, Bldg. 5 Bunnell, FL 32110

Contact Person: Ryan Prevatt

Contact Person telephone number: 386-313-4138

Contact Person e-mail: rprevatt@flaglercounty.org

Nature of contract: Debris Management and Removal - Hurricane Milton

Contract start date: October 2024 **Contract end date:** Ongoing

Reference Check Proposal 3612 Emergency Debris Removal **Vendor** Phillips and Jordan, Inc.

Proposers shall submit a list of three (3) projects, two (2) of which must be FEMA related incidents, of similar size which occurred within the last five (5) years. Each vendor is responsible for obtaining approval to submit and confirming the contact information provided for each reference. Knox County will not be responsible for gathering additional information for references that are incomplete or incorrect. References checks will be sent via e-mail only. Reference Forms that cannot be delivered with the contact information listed, not returned prior to the deadline listed on the form, or not returned at all will be scored accordingly.

Reference #1

Name of Firm: Wheeler County, GA

Address: 6 West Railroad Avenue Alamo, GA 30411

Contact Person: Steve Adams

Contact Person telephone number: 912-585-0120

Contact Person e-mail: adamsema@windstream.com

Nature of contract: Debris Management and Removal - Hurricane Helene

Contract start date: October 2024 **Contract end date:** Ongoing

Reference #2

Name of Firm: Jeff Davis County, GA

Address: 14 Jeff Davis Street, Suite 101 Hazlehurst, GA 31539

Contact Person: Jayme Crosby

Contact Person telephone number: 912-347-0213

Contact Person e-mail: jayme.crosby@jeffdaviscounty.gov

Nature of contract: Debris Management and Removal - Hurricane Helene

Contract start date: October 2024 **Contract end date:** Ongoing

Reference #3

Name of Firm: City of Hazlehurst, GA

Address: 86 S. Cromartie Street, PO Box 519 Hazlehurst, GA 31539

Contact Person: Vernice Thompson

Contact Person telephone number: 912-347-2995

Contact Person e-mail: vernice.thompson@hazlehurstga.gov

Nature of contract: Debris Management and Removal - Hurricane Helene

Contract start date: October 2024 **Contract end date:** Ongoing

6.4 Proven Track Record of Successful Simultaneous Contract Activation

We have managed simultaneous contract activations in response to multiple events. Our established pool of key and pre-registered subcontractors, including 781 based in Tennessee allows us to execute multiple simultaneous disaster debris management missions successfully. Some of our team's notable simultaneous contract activations have included:

2005

HURRICANES KATRINA & RITA
Orleans Parish, Louisiana
City of Gulfport, Mississippi
Mobile County, Alabama

Total Value of Contracts
$814,148,321

Secured temporary housing sites for approximately 75 people in Orleans Parish, including power and food.

HURRICANE WILMA
City of Gulfport, Mississippi

Total Value of Contract
$37,045,999

Collectively managed removal of more than 17.5 CY of debris during these consecutive disaster response missions.

2011

TORNADOES
Joplin, Missouri
Monroe County, Mississippi
USACE, Alabama
Wake County, North Carolina
Raleigh, North Carolina

Total Value of Contracts
$203,859,233

Removed ~4.9 million CY of debris across 24 counties in Northern Alabama.

The Alabama tornado response had the largest number of FEMA applicants (41) ever assigned by USACE to a single contractor for a single event.

2017

HURRICANE HARVEY
Houston, Texas
Harris County, Texas

Total Value of Contracts
$2,530,933

Removed 96,765 CY of debris and 1,424 hazardous trees from 100 miles of storm drainage canals and 13 bayous under a pre-positioned contract in Texas.

HURRICANE IRMA
Broward County, Florida
Highlands County, Florida
Hillsborough County, Florida
Miami-Dade County, Florida
Palm Beach County, Florida
Pinellas County, Florida
Volusia, Florida

Total Value of Contracts
$54,725,121

Removed more than 3.3 million CY of debris in Florida.

2022

HURRICANE IAN
Hardee County, Florida
Hillsborough County, Florida
Highlands County, Florida
Desoto County, Florida
Manatee County, Florida
Holly Hill, Florida
New Smyrna Beach, Florida
Flagler County, Florida
Tampa, Florida
Pinellas Park, Florida
North Myrtle Beach, South Carolina

Total Value of Contracts
$27,585,513

Mobilized personnel and equipment from heavy civil projects in the region to immediately start emergency road clearing.

Responded to 12 clients from coast-to-coast across Florida. Processed more than 1.4 million CY of debris.

More detailed information about simultaneous contract activations is available on request.

7 ELECTRONIC MONITORING SYSTEM

Electronic monitoring is typically handled by a specialized monitoring firm.

P&J has been providing disaster debris removal services for over 44 years, successfully supporting more than 250 individual projects. Throughout this extensive experience, we have worked closely with all the major debris monitoring firms currently operating in the industry, as well as with clients who choose to self-perform their monitoring services. We fully understand the expectations and requirements involved in these business partnerships, particularly the critical role monitoring firms play as representatives of our clients. These firms ensure proper documentation and eligibility for debris removal work, helping to maximize Federal reimbursement.

Over the years, we have built strong relationships with several monitoring firms, including Tetra Tech, the County's current monitoring partner. In fact, P&J is currently collaborating with multiple monitoring firms on debris removal projects in response to Hurricanes Helene and Milton, utilizing various electronic monitoring systems daily to track productivity. This experience allows us to efficiently coordinate with monitoring efforts, ensuring seamless integration and meeting all project requirements and objectives.

8 COSTS

Please find P&J's completed Debris Removal Cost Worksheet submitted under separate cover, per RFP requirements.

9 LITIGATION/ARBITRATION

Phillips & Jordan, Incorporated is a large and highly diversified construction firm, and as such, P&J is periodically named as a party to a lawsuit or participates in dispute resolution. P&J is engaged in claims, disputes, and litigation of the types and in amounts consistent with the size of the company and the services provided in the ordinary course of business. Most actions are dismissed without contribution from P&J or result in no finding of liability of our firm.

P&J has had no past or pending litigation or claims filed against us related to the scope of services in this RFP within the past five (5) years.

10 OTHER INFORMATION

10.1 Financial Strength

P&J's financial stability ensures that Knox County can rely on us to handle all financial aspects of the Emergency Debris Removal Proposal. We maintain a strong financial position, allowing us to pay our employees and subcontractors promptly, even if the client hasn't paid us yet.

Our annual revenue has consistently grown to $707MM in 2022, along with an expansion in our workforce and infrastructure. We have excellent financial ratios, including approximately $150MM in equity, a debt-to-equity ratio of about 35%, and over $90MM in working capital. We also have a working capital line of credit of $20MM with JPMorgan Chase Bank and a surety bond capacity line of over $1.75B.

In previous disaster debris management missions, such as the 2011 tornado super-outbreak in Alabama, we successfully self-financed the early stages of the mission using our line of credit and a project-specific credit facility. We managed withdrawals and repayments of over $108M on the credit facility, which was fully paid down before the completion of the mission.

Our bonding capacity demonstrates our ability to fulfill contractual commitments of any scale. For instance, our largest surety bond outstanding is $175MM, and we have successfully handled projects like Hurricane Katrina, where the initial bond was $500MM but exceeded $730MM in the end.

With our current financial strength, we can quickly mobilize management teams, equipment, personnel, and subcontractors to efficiently execute disaster debris management missions. We can pay subcontractors weekly without relying on payment from the County, thanks to our working capital line of credit. Additionally, for larger missions, we can secure a project-specific line of credit to supplement our working capital line.

In summary, P&J's financial stability, growth, excellent financial ratios, and bonding capacity demonstrate our ability to handle financial requirements and execute contractual commitments, regardless of the scale of the project.

CHASE

January 11, 2024

Mrs. Avis Phillips
Phillips and Jordan, Inc.
10201 Parkside Dr. Suite 300
Knoxville, TN 37922

Dear Avis:

The purpose of this letter is to confirm that Phillips and Jordan, Inc. has been a customer of JPMorgan Chase Bank, N.A. (the "Bank") for 20 years. The Bank has provided project financing to Phillips and Jordan in the past for its disaster recovery efforts relating to ice storms, hurricanes, tornadoes and the World Trade Center disaster. Specifically, the Bank provided financing to Phillips and Jordan in the amount of $100,000,000 with respect to the Hurricane Katrina disaster, as well as $65,000,000 with respect to the tornadoes that occurred in Alabama. As of the date of this letter, Phillips and Jordan has $20,000,000 available through its working capital line with the Bank and is utilizing other project related financings in the mid-eight figures. Phillips and Jordan has maintained depository accounts with the Bank for 20 years. During the 20 year period of the Bank's depository and financing relationship with Phillips and Jordan, it has operated its depository accounts and financing relationships in a satisfactory manner.

The information in this letter is provided as an accommodation to you. This letter and any information provided in connection herewith are furnished on the condition that: (a) they are strictly confidential (provided that this letter and any information provided in connection herewith may be shared in connection with bids on business Phillips and Jordan is pursuing), (b) no liability or responsibility whatsoever in connection herewith shall attach to the Bank or any of its officers, employees, or agents, (c) this letter makes no representations regarding the general condition of the company named herein, its management, or its future ability to meet its obligations, and (d) information provided in this letter or in connection herewith is subject to change without notice.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof, or any other permitted recipient of this letter and any information provided in connection herewith, of any future changes in such facts. This letter is solely for the benefit of the addressee, and may not be relied on by any other person or for any other purpose.

Do not hesitate to contact me at (865) 719-4611 if you have any further questions.

Very truly yours,

JPMORGAN CHASE BANK, N.A.

Sincerely,

Name: Suzanne T. Schriver
Title: Executive Director
JP Morgan Chase Bank, N.A.
1111 N. Northshore Drive Suite N-560
Knoxville, TN 37919
Phone: (865)719-4611
Fax: (865)-444-8524

MARSH & McLENNAN AGENCY
LOCALLY KNOWN AS J. SMITH LANIER & CO.

Marsh & McLennan Agency LLC
413 Northshore Dr., SW, Suite E
Knoxville, TN 37919
865-588-7200
www.marshmma.com

January 10, 2024

Re: Phillips and Jordan, Incorporated

To Whom It May Concern:

MMA - J. Smith Lanier & Co. and the Liberty Mutual Insurance Company, Boston, MA (Phone 617-357-9500) are proud to have handled the bonding needs of Phillips and Jordan, Incorporated the past 14 years. The Liberty Mutual Insurance Company is an **A** "Excellent" AM Best Rated Company and are US. Treasury Listed, licensed in all states. We constantly monitor the manner in which Phillips and Jordan, Incorporated meets their construction and financial obligations to owners, subcontractors, suppliers and the credit community. We are pleased to report that Phillips and Jordan, Incorporated is an extremely strong and stable company in financial terms and handle these obligations in an exemplary manner.

While we would certainly give consideration to higher limits should specific conditions require doing so, we currently have in place for Phillips and Jordan, Incorporated a single program exceeding $1,000,000,000 with an aggregate exceeding $1,750,000,000 bonding line, with approximately $1,000,000,000 available capacity. We anticipate no problems in issuing 100% Performance and Payment Bonds for any project Phillips and Jordan, Incorporated chooses to pursue. Naturally, the execution of any final bonds will be subject to a mutually satisfactory review of the bonds, final contract terms, conditions and financing by our client and us.

Should you have questions or if we may be of assistance, please feel free to contact us.

Sincerely,

DocuSigned by:
Catherine L. McMillan
AADD4F8CA1C541C...

Catherine L. McMillan
Attorney-In-Fact

WORLD CLASS. LOCAL TOUCH.

10.2 Proof of Insurance

- Commercial General Liability - $5,000,000 (each occurrence)
- Automobile Liability - $5,000,000 (combined single limit each accident)
- Umbrella Liability - $25,000,000 (each occurrence)
- Workers Compensation and Employers' Liability - $1,000,000 (each accident)

A sample Certificate of Liability Insurance is presented on the following page. If P&J is awarded a pre-positioned contract with the County, an insurance certificate meeting the requirements outlined in the RFP and naming the County as additional insured can be submitted prior to contract execution.

P&J also carries Longshoreman's & Harbor Workers & Maritime Insurance as required to perform marine debris removal services.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Knoxville,TN) 10100 Global Way Knoxville TN 37932	**CONTACT NAME:** Carla Cook **PHONE (A/C, No, Ext):** 865-684-1795 **FAX (A/C, No):** 434-455-8884 **E-MAIL ADDRESS:** ccook@scottins.com
INSURED PHIL-10 Phillips & Jordan, Inc. 10142 Parkside Drive, Suite 500 Knoxville TN 37922	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Contractors Insurance (A) — 12300 **INSURER B :** ACIG Insurance Company (A) — 19984 **INSURER C :** Everest Indemnity Insurance Company (A+) — 10851 **INSURER D :** National Fire Insurance Company of Hartford (A) — 20478 **INSURER E :** Continental Insurance Company (A) — 35289 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1886292528 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		GL24A00037	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		AL24000013	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
E	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			7014992500	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE Add'l limits below	$ 10,000,000 $ 10,000,000 $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA000003524 WCA000008024	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C	Auto Liability for Florida Additional Excess Liability			6081134529 (FL ONLY) XC4EX00141241	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Combined Single Limit Each Occurrence/Agg	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP #3612; Emergency Debris Removal
Knox County Procurement Division is added as Additional Insured as respects General Liability and Auto Liability if required by written contract with the Named Insured.

CERTIFICATE HOLDER

Knox County Procurement Division
1000 North Central Street, Suite 100
Knoxville TN 37917

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

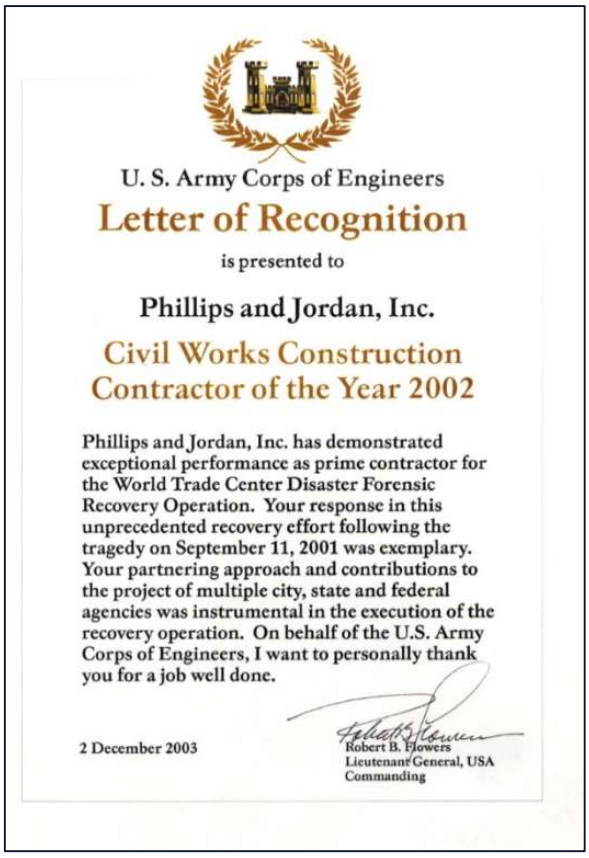
Sara Warnock

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10.3 Awards and Recognition

Due to our superior execution of the challenging debris management missions following Hurricane Andrew in 1992 and Hurricane Fran in 1996 for the U.S. Army Corps of Engineers (USACE), Phillips & Jordan (P&J) was the first Advanced Contracting Initiative (ACI) contractor to be activated by the USACE to perform debris management and other support for recovery operations following the terrorist attacks at the World Trade Center (WTC) in 2001. P&J was subsequently activated to support three additional disaster events (Hurricane Ivan, Hurricane Katrina, and State of Alabama Tornado Super-Outbreak) – the most ACI activations of any disaster debris management contractor in the United States.



U. S. Army Corps of Engineers

Letter of Recognition

is presented to

Phillips and Jordan, Inc.

Civil Works Construction Contractor of the Year 2002

Phillips and Jordan, Inc. has demonstrated exceptional performance as prime contractor for the World Trade Center Disaster Forensic Recovery Operation. Your response in this unprecedented recovery effort following the tragedy on September 11, 2001 was exemplary. Your partnering approach and contributions to the project of multiple city, state and federal agencies was instrumental in the execution of the recovery operation. On behalf of the U.S. Army Corps of Engineers, I want to personally thank you for a job well done.

2 December 2003

Robert B. Flowers
Lieutenant General, USA
Commanding

In recognition for our outstanding support provided during the WTC recovery mission; which involved the most complex debris stream the nation had ever seen and required coordination of activities being conducted by FEMA, USACE, the Federal Bureau of Investigation (FBI), the New York Police Department (NYPD), the New York City Office of Emergency Management, 11 other government agencies, and 4 subcontractors; P&J received awards from the FBI and the NYPD, earned an Outstanding Performance Evaluation from the USACE, and was named the "Civil Works Contractor of the Year" (2002) by USACE for the exceptional performance and true partnering spirit with which we undertook this tasking – ***the only disaster response contractor to ever receive this honor.***

Additionally, as credit to P&J's commitment to safety and to the quality of our workforce, P&J was also awarded a safety Certificate of Appreciation by the USACE Louisiana Recovery Field office in New Orleans following our Hurricane Katrina debris management mission for safely executing 4,329,000 man-hours without a lost-time accident from September 18, 2005 to January 9, 2006.



U.S. Army Corps of Engineers
Louisiana Recovery Field Office
New Orleans, Louisiana

Certificate of Appreciation

Presented To

Phillips and Jordan, Inc.

For contributions to the safety program during Hurricanes Katrina and Rita recovery operations in south Louisiana by executing the hazardous debris mission for 4,329,000 man-hours without a lost-time accident from September 18, 2005 to January 9, 2006. Your efforts reflect great credit on your commitment to safety and the quality of your management and workforce.

May 9, 2007
Date

Charles O. Smithers III
Colonel, EN
Commanding

Michael F. Park
Director
Louisiana Recovery Field Office

11 EXCEPTIONS

P&J takes no exceptions to the terms and conditions of this solicitation.



THANK YOU

disasterservices@pandj.com
P: 800.955.0876
F: 865.688.8369

10142 Parkside Drive
Suite 500
Knoxville, TN 37922
pandj.com

Debris Removal Cost Worksheet **Proposer** Phillips and Jordan, Inc.

Category	Description	Unit	Proposed Cost
Vegetative Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	$9.79
Vegetative Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	$10.89
Vegetative Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	$11.99
Vegetative Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	$12.00
Vegetative Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	$10.89
Management and Reduction	Grinding and Chipping Vegetative Debris	Cubic Yard	$3.25
Management and Reduction	Air Curtain Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	$2.00
Management and Reduction	Open Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	$1.95
Management and Reduction	Compacting ~~Vegetative~~ C&D Debris	Cubic Yard	$1.50
Management and Reduction	Preparation, Management, and segregating materials from recovery at DMS	Cubic Yard	$1.00
C&D Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	$9.79
C&D Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	$10.89
C&D Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	$11.99
C&D Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	$12.00
C&D Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	$10.89
Final Disposal	0-15 Miles from DMS to Final Disposal	Cubic Yard	$5.25
Final Disposal	16-30 Miles from DMS to Final Disposal	Cubic Yard	$6.25
Final Disposal	31-60 Miles from DMS to Final Disposal	Cubic Yard	$7.25
Final Disposal	60+ Miles from DMS to Final Disposal	Cubic Yard	$8.00
Final Disposal	Single Cost from DMS to Final Disposal -Any Distance	Cubic Yard	$8.45
Final Disposal	Tipping Fee (vegetative)	Cubic Yard	Pass Through
Final Disposal	Tipping Fee (Mix)	Cubic Yard	Pass Through
Final Disposal	Tipping Fee (C&D)	Cubic Yard	Pass Through

Debris Removal Cost Worksheet **Proposer** Phillips and Jordan, Inc.

Category	Description	Unit	Proposed Cost
Tree Operations	Hazardous Trees 6"- 12" trunk diameter	Tree	$175.00
Tree Operations	Hazardous Trees 13"- 24" trunk diameter	Tree	$250.00
Tree Operations	Hazardous Trees 25"- 36" trunk diameter	Tree	$325.00
Tree Operations	Hazardous Trees 37"- 48" trunk diameter	Tree	$400.00
Tree Operations	Hazardous Trees 49"+ trunk diameter	Tree	$425.00
Tree Operations	Trees with Hazardous Limbs Hanging Removal >2"	Tree	$90.00
Tree Operations	Hazardous Stump Removal >24" up to 36"	Stump	$300.00
Tree Operations	Hazardous Stump Removal >37" up to 48"	Stump	$400.00
Tree Operations	Hazardous Stump Removal 49"+	Stump	$500.00
Tree Operations	Stump Fill Dirt for Filling Stump Holes	Cubic Yard	$16.00
Specialty Removal	Debris Removal from Waterways (canals, rivers, creeks, streams, & ditches)	Cubic Yard	$78.00
Specialty Removal	Soil & Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	Cubic Yard	$18.00
Specialty Removal	Vehicle Removal (if applicable/allowed)	Unit	$300.00
Specialty Removal	Vessel Removal from Land (if applicable/allowed)	Unit	$500.00
Specialty Removal	Vessel Removal on Water (if applicable/allowed)	Unit	$750.00
Specialty Removal	Carcass Removal (animal remains that would decompose, fleshy matter)	pound	$3.00
Specialty Removal	White Goods in ROW	Unit	$75.00
Specialty Removal	Freon Management and Recycling	Unit	$25.00
Specialty Removal	Demolition of Private Structure	Cubic Yard	$15.00
Specialty Removal	Electronic Waste (TVs, computers, monitors, CRTs, laptops, household entertainment systems)	Pound/Unit	$25.00/Pound
Specialty Removal	Silt Removal	Unit	$14.00/CY
Specialty Removal	Putrescent Removal (debris that will decompose or rot similar to animals and organic flesh matter)	Pound	$12.00
Specialty Removal	Bio-waste (waste capable of causing infection to humans like animal waste, blood, pathological wastes)	Pound	$18.00
Specialty Removal	HHW Removal and Disposal	Pound	$9.00
Specialty Removal	Snow Removal (Facilities)	Unit	$20.00/CY
Specialty Removal	Snow Removal ROW	Unit	$15.00/CY

Debris Removal Cost Worksheet **Proposer** Phillips and Jordan, Inc.

Category	Description	Unit	Proposed Cost
Restoration	Beach/Lake/Berm Restoration	Cubic Yard	$20.00
Restoration	Canal or Shoreline Restoration	Unit	$25.00/LF
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			

Cost of Performance and Payment Bond if required by Knox County: $ 5.00 **per thousand**

Acronyms
ROW = Right of Way
DMS = Debris Management Site
HHW = Household Hazardous Waste

Note: Tree operations are cut and place on ROW and will be hauled under Vegetative Collect, Removal, and Haul unit

RLA-16981 **R-25-2-405**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $48,000.00 for the design of a left turn lane on Westland Drive onto Ridge Climber Road.
(Engineering and Public Works)

Attachments

Resolution
contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CIVIL DESIGN CONTRACT WITH ROBERT G. CAMPBELL & ASSOCIATES IN THE AMOUNT OF $48,000.00 FOR THE DESIGN OF A LEFT TURN LANE ON WESTLAND DRIVE ONTO RIDGE CLIMBER ROAD.

RESOLUTION: **R-25-2-405**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to widen and add a left turn lane on Westland Drive onto Ridge Climber Road (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into a civil design contract with Robert G. Campbell & Associates in the amount of $48,000.00 for the survey and design of the Project, which services are further detailed in the attached contract; and

WHEREAS, the proposed contract sets forth the terms and conditions under which the services will be provided.

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

The civil design contract with Robert G. Campbell & Associates for the design of a left turn lane on Westland Drive onto Ridge Climber Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the civil design contract with Robert G. Campbell & Associates for the design of a left turn lane on Westland Drive onto Ridge Climber Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Robert G. Campbell & Associates

77523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Phone:865-429-4683
Fax: 865-429-4684

February 3, 2025

Mr. Jim Snowden
Knox County Department of Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

Re: Proposed Road Widening Westland Drive
At the Intersection of Ridge Climber Road
Proposal for Survey and Design Engineering Services

Dear Mr. Snowden:

Thank you for considering our firm relative to this project. We propose to develop this project based on the following criteria:

I. Location of Project -
The County proposes to retain the Consultant to furnish certain professional service as required to prepare Widening and Turn Lane at Westland Drive and Ridge Climber Road.

II. Scope of Work -
The CONSULTANT agrees to furnish survey and engineering services for the Widening and Turn Lane at Westland Drive and Ridge Climber Road.
including but not necessarily limited to the following tasks:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.

- Survey and Engineering functions will be performed utilizing Microstation V8i and Geopak software.

- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a “phased survey” type but survey functions will be performed as required in the design process.

Robert G. Campbell & Associates

77523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Phone:865-429-4683
Fax: 865-429-4684

Snowden Letter – Page 2

- The "Survey and Design Summary" page of the man-day estimate outlines many agreed upon specifics including but not limited to:
  - Westland Drive = 800 feet
  - Ridge Climber Road = 200 feet
  - Estimated 8 property owners

- The Design of the widening of Westland Drive for a left Tun Lane into Ridge Climber Lane.

- Typical Section for Westland Drive will be designed according to Design Standards 2-Lane Curb & Gutter with Continuous 2-Way Left-Turn Lane Without Grass Strips.

- The Plans shall comply with the current Tennessee Department of Transportation (TDOT) standards.

- The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.

- Prepare Alternates plans at 1" =50' scale and cross sections at 1" =10' scale for the widening of Westland Drive.

- Assist Knox County in the acquisition of any additional property including preparing Legal Descriptions.

- Assist Knox County in coordinating this project with utility companies at a pre design meeting as needed.

- Assist Knox County in providing Displays and attending Public Meeting

- Design both erosion control and traffic control plans to show the need for easements needed for the erosion or traffic control.

- Compile final quantities estimates.

- Provide plans for and attend Preliminary, Right of Way and Construction field review and provide field review reports and effect changes ensuing from the comments. Plans for field review provided on 22" x 34" bond paper or pdfs.

Robert G. Campbell & Associates

77523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Phone:865-429-4683
Fax: 865-429-4684

- Revise Plans in accordance to Right of Way or Construction revision request.
- Assist Knox County in the bidding procedure of the Construction Plans.

III Fee:

Our fee to provide these services will be **$48,000.00**

As you are aware this amount is not to exceed the quoted amount without scope changes.

If you need further information, please do not hesitate to contact us.

Sincerely,

Robert G. Campbell & Associates



Robert G. Campbell

Upon acceptance of this proposal, please sign one copy and return to our office.

AGREED TO AND ACCEPTED this,

_____ day of _____, 2025.

_____

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

Westland Drive Intersection

With Ridge Climber Road

Knox County

Project Identification Number (PIN): <000000.00>

General Comments:

fre

Robert G. Campbell and Assoc., L.P

Greg Green, P.E.

7523 Taggart Lane, Knoxville TN 37938

865-947-5996

865-947-7556

greg.green@rgc-a.com

Prepared By:

Greg Green

Date prepared:

2/3/2025

Project No.:

<00000-0000-00>

TN TDOT Department of Transportation

Version 2.26

SURVEY SUMMARY

TN TDOT Department of Transportation

Route: Westland Drive Intersec 2/3/2025
Description: With Ridge Climber Road
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Project No.: <00000-0000-00>

Mainline Project Length: **0.15** (miles)
Number of Sideroads: 2 Length: **400** (feet)
Office Travel Time per day (hrs): 1.00
Crew Travel Time per day (hrs): 1.00
Crew Work per day (hrs): 8

Number of Existing Lanes: 2 Proposed: 3
Number of Driveways/Ramps: 3

Location:
Existing Road: 100% Rural: 50%
New Alignment: 0% Urban: 50%
Business: 0%

Rural Land Character: Woods: 20% Terrain: Flat 0%
Pasture: 80% Rolling: 60%
Cultivated: 0% Hilly: 40%
Mountains: 0%

Distance to Nearest Benchmark: 0.0 miles
Number of Survey Updates 0 R.O.W. Staking:
Iron Pins 0
Aerial Mapping Available: o YES 1 Stake Points 0
◉ NO 2 Stake Points 0

Approximate Obscured Area: 100% Use 100% if no mapping is available.
Proposed DTM Width: **200** (ft)

Geotechnical Staking:
Drainage: Points 0
Approx. Number of Culvert Sites: 2
Number of Bridges: Small: 0 Medium 0 Large: 0

Approx. Number of Property Tracts: 9 Number of Railroad Crossings: 0

Indicate Utilities Present: Elect ☑ Telephone ☑ Cable TV: ☑
Water ☑ Sewe ☑ Gas: ☑
Fiber Optic ☑ Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE

Sideroad Name	Length (feet)
Ridge Climber	200
Hamilton Ridge	200
Total Length	400

Version 2.26

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION:

Version 2.26

Route: Westland Drive Intersection
Description: With Ridge Climber Road
County: Knox — Prepared By: Greg Green
Consultant: Robert G. Campbell and Assoc., L.P. — Date Prepared: 2/3/2025
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.19
OFFICE TRAVEL TIME PER DAY(hrs): 1.00
CREW TRAVEL TIME PER DAY(hrs): 1.00

TN TDOT Department of Transportation

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	
	PM	O	P	I	R	R	F	F	Total
1.Establish & Stake Alignments									
2. Update Survey									
3. Control Traverses	0.1		0.1	0.1	0.1	0.1			0.5
4. Set Aerial Control									
5. Bench Levels									
6. Develop Digital Terrain Model	0.1	0.2	0.7	0.7	0.7	0.7			3.1
7. R.O.W.,Deed & Utility Research	0.5	0.3							0.8
8. Property Owner Contact	0.6		0.6						1.2
9. Locate Property & Pres. R.O.W. Lines	0.9	0.9	1.5	1.5	1.5	1.5			7.8
10. Obtain Topo/Verify Aerial	0.1	0.2	0.9	0.9	0.9	0.9			3.9
11. Drainage Surveys (Culverts)	0.1	0.1	0.4	0.4	0.4	0.4			1.8
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities		0.1	0.5	0.5	0.5	0.5			2.1
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	0.2								0.2
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.1	0.3							0.4
19. Supervision	0.2								0.2
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	0.7	0.6	0.6	0.6			3.0
TOTALS (8 HOUR MAN-DAYS)	3.3	2.2	5.4	4.7	4.7	4.7			**25.0**

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION: Version 2.26

Route: Westland Drive Intersection
Description: With Ridge Climber Road
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.19
Date Prepared: 2/3/2025 Prepared By: Greg Green

TN TDOT Department of Transportation

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 200 DTM WIDTH(feet)
Research	1.0	1.0	9 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		0 Number of Geotechnical Staking Points
	1.0		**146.7** 8 - Hr MD/MILE not including travel
	1.0	1.0	**166.7** 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
ROUTE: Westland Drive Intersection
DESCRIPTION: With Ridge Climber Road
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
TOTAL LENGTH(miles): 0.23

Prepared By: Greg Green
Date Prepared: 2/3/2025

TN TDOT Department of Transportation

	Abbrv.	Personnel Classification	8 - Hr Man-Days		Approved Hours	Rate Per Hr	Direct Labor	
1	PM	PROJECT MANAGER	3.3		8.0	$ 41.00	$ 1,082.40	
2	O	OFFICE CADD TECH.	2.2		8.0	$ 35.00	$ 616.00	
3	P	PARTY CHIEF	5.4		8.0	$ 27.00	$ 1,166.40	
4	I	INSTR. MAN	4.7		8.0	$ 25.00	$ 940.00	
5	R	RODMAN	4.7		8.0	$ 22.00	$ 827.20	
6	R	RODMAN	4.7		8.0	$ 18.00	$ 676.80	
7	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
8	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
		TOTALS	25.0				$ 5,308.80	

Direct Labor Cost Per 8 - Hour Man-Day	$ 212.35

Version 2.26

Version 2.26

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
ROUTE: Westland Drive Intersection
DESCRIPTION: With Ridge Climber Road
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Asso
TOTAL LENGTH(miles): 0.23

Prepared By: Greg Green
Date Prepared: 2/3/2025
Project No.: <00000-0000-00>

TN TDOT Department of Transportation

Reproduction Costs

Item Description	Number / Unit	Unit Price	Item Subtotal
Xerographic Bond	0	$ -	$ -
Blueline Fullsize	0	$ -	$ -
Photo-Copies	0	$ -	$ -
Deeds	0	$ -	$ -
		Subtotal	$ -

Travel

Survey Crew Travel Calculations

From:
To:

	Number of Trips	No. of Miles/No. of People	* RATE	Item Subtotal
Travel Day Per Diem	2.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Non Travel Day Per Diem	5.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Transportation	6.00 Man-Days	X 45.00 Miles X	$ 0.67 Per Mile	= $ 180.90
Lodging	5.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -
			Subtotal	= $ 180.90

Office Personnel Travel Calculations

From:
To:

	Number of Trips	No. of Miles/No. of People	* RATE	Item Subtotal
Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Non Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Transportation	2.00 Round Trips	X 45.00 Miles X	$ 0.67 Per Mile	= $ 60.30
Lodging	0.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -
			Subtotal	$ 60.30

Other Expenses

Item Description	Number / Unit	Unit Price	Item Subtotal
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
		Subtotal	$ -

TOTAL DIRECT EXPENSES	$ 241.20

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

DESIGN MANDAY ESTIMATE **PAGE A**

TN TDOT Department of Transportation

ROUTE: Westland Drive Intersection
DESCRIPTION: With Ridge Climber Road
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 2/3/2025
Project No.: <00000-0000-00>

Version 2.26

I.	**PROJECT LENGTH**	(enter project length in miles)	**0.15**	MILES
II.	**TYPICAL SECTIONS**	(enter length of appropriate section or sections)		
	A. NEW ALIGNMENT			
	1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
	2. Non - CA (w/shoulders)	140 M.D./Mile	0	0.0 MANDAYS
	3. Street (curb & gutter)	150 M.D./Mile	0	0.0 MANDAYS
	B. WIDENING			
	1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
	2. Rural Roadway (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
	3. Street (curb & gutter)	155 M.D./Mile	0.15	23.3 MANDAYS
	C. MISCELLANEOUS			
	1. Bridge replacement - rural	110 M.D./Mile (min. 75)		0.0 MANDAYS
	2. Bridge replacement - urban	130 M.D./Mile (w/c&g)		0.0 MANDAYS
	TOTAL SECTION II			23.3 MANDAYS
III.	**OTHER FACTORS**	Place X in applicable sections. If over 20 properties/mile, enter actual number of properties/mile in row III-A-5. (Do not mark more than one block per section.)		
	A. PROPERTIES/MILE			
	1. < 8 Tracts/mile	NO CHANGE	x	0.0 MANDAYS
	2. 8-12 Tracts/mile	ADD 5%		0.0 MANDAYS
	3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
	4. 17-20 Tracts/mile	ADD 15%		0.0 MANDAYS
	5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
	B. TERRAIN			
	1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
	C. PLAN SCALE			
	1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
	2. 50 Scale	NO CHANGE	x	0.0 MANDAYS
	3. 20 Scale	ADD 10%		0.0 MANDAYS
	Subtotal Mandays (page A)			**23.3** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

User Notice: It is the user's responsibility to verify information in this program is correct.

DESIGN MANDAY ESTIMATE **PAGE B**

ROUTE: Westland Drive Intersection
DESCRIPTION: With Ridge Climber Road
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 2/3/2025
Project No.: <00000-0000-00>

TN TDOT Department of Transportation

Version 2.26

IV. ADDITIONAL FACTORS			
Note: Consultant to provide supplemental information for items listed below as deemed necessary.			
A. SIDEROADS (Measure from end of radius return)	110 M.D./ Mile	0.1	11.0 MANDAYS
E. RIGHT-OF-WAY			
1. Prop. ROW calls on Pres. Layout	NO CHANGE		0.0 MANDAYS
2. ROW Detail Sheets Required	2 M.D./ Sheet	0	0.0 MANDAYS
F. PUBLIC INVOLVEMENT			
1. Additional meetings	(enter no. of mandays)		0.0 MANDAYS
2. Special displays & renderings	(enter no. of mandays)		0.0 MANDAYS
G. DRAINAGE			
1. Retention/Detention Ponds	(enter no. of mandays)		0.0 MANDAYS
2. Special details	(enter no. of mandays)		0.0 MANDAYS
H. EROSION CONTROL PLANS			
1. Additional EC phases	(enter no. of mandays)		0.0 MANDAYS
2. Contour Sheets	5 M.D./Mile	0	0.0 MANDAYS
3. Detention basin design	(enter no. of mandays)		0.0 MANDAYS
4. Special details	(enter no. of mandays)		0.0 MANDAYS
I. PERMITS			
1. Permit drawings	(enter no. of mandays)		0.0 MANDAYS
2. Mitigation plans	(enter no. of mandays)		0.0 MANDAYS
3. Revisions to plans	(enter no. of mandays)		0.0 MANDAYS
J. GEOLOGY			
1. Retaining Wall Concept sheets	(enter no. of mandays)		0.0 MANDAYS
2. Soils and Geology sheets	(enter no. of mandays)		0.0 MANDAYS
K. TRAFFIC CONTROL PLANS			
1. Complex traffic control design (See Note 1)	(enter no. of mandays)		0.0 MANDAYS
L. INTERCHANGES			
1. Length of ramps	100 M.D./ Mile		0.0 MANDAYS
(Length being start of separate profile)			
2. Urban interchange design	(enter no. of mandays)		0.0 MANDAYS
M. NO. OF CONSTRUCTION PROJECTS			
1. One construction project	NO CHANGE		0.0 MANDAYS
2. Additional construction projects	20 M.D./ Project		0.0 MANDAYS
N. MISCELLANEOUS FACTORS			
1. Signal Design	(enter no. of mandays)		0.0 MANDAYS
2. Lighting Design	(enter no. of mandays)		0.0 MANDAYS
3. Signing Design	(enter no. of mandays)		0.0 MANDAYS
4. Constructability Reviews	(enter no. of mandays)		0.0 MANDAYS
5. Railroad Permiting	(enter no. of mandays)	0	0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
Subtotal Mandays (page B)			**11.0** MANDAYS
Subtotal Mandays (page A)			**23.3** MANDAYS
VI. **TOTAL MANDAYS**			**34.3** MANDAYS

[ ] (Place X in adjacent block to remove instructions prior to printing.)

1 - Not to be used without pre-approval by Assistant Director.
2 - Mandays for signal, lighting, and signing design, if applicaple, must be pre-approved. A separate proposal is to be submitted for review by the appropriate TDOT personnel.

User Notice: It is the user's responsibility to verify information in this program is correct.

LABOR RATES

ROUTE:	Westland Drive Intersecti	Project No.:	<00000-0000-00>
DESCRIPTION:	With Ridge Climber Roac	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Greg Green		
Prepared By:	Greg Green		
Date Prepared:	2/3/2025		

TN TDOT Department of Transportation

This sheet calculates the average mandays, labor cost, and average manday rate for each phase of a project.
In the shaded blocks, enter the manday rate for each classification of personnel and the estimated percentage for both the total project and the individual phases.
Boxes that are not applicable should be left blank.

Version 2.26

PERSONNEL	MANDAY RATE
PROJECT MANAGER	$ 410.00
PROJECT ENGINEER	$ 390.00
ENGINEER	$ 360.00
CADD TECHNICIAN	$ 300.00
CAD DRAFTER	$ 240.00

TOTAL MANDAYS	34.30 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	25.0 %
RIGHT-OF-WAY PLANS	55.0 %
CONSTRUCTION PLANS	20.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 25.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % PREL. PLANS	0.9 M.D.	$ 369.00
PROJECT ENGINEER	35.0 % PREL. PLANS	3.0 M.D.	$ 1,170.00
ENGINEER	35.0 % PREL. PLANS	3.0 M.D.	$ 1,080.00
CADD TECHNICIAN	10.0 % PREL. PLANS	0.9 M.D.	$ 270.00
CAD DRAFTER	10.0 % PREL. PLANS	0.9 M.D.	$ 216.00
	100.0 %		
TOTALS PRELIMINARY PLANS		**8.6** M.D.	**$ 3,105.00**
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			**$ 361.05**

RIGHT-OF-WAY PLANS 55.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % R.O.W. PLANS	1.9 M.D.	$ 779.00
PROJECT ENGINEER	35.0 % R.O.W. PLANS	6.6 M.D.	$ 2,574.00
ENGINEER	35.0 % R.O.W. PLANS	6.6 M.D.	$ 2,376.00
CADD TECHNICIAN	10.0 % R.O.W. PLANS	1.9 M.D.	$ 570.00
CAD DRAFTER	10.0 % R.O.W. PLANS	1.9 M.D.	$ 456.00
	100.0 %		
TOTALS RIGHT-OF-WAY PLANS		**18.9** M.D.	**$ 6,755.00**
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			**$ 357.41**

CONSTRUCTION PLANS 20.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % CONST. PLANS	0.7 M.D.	$ 287.00
PROJECT ENGINEER	35.0 % CONST. PLANS	2.4 M.D.	$ 936.00
ENGINEER	35.0 % CONST. PLANS	2.4 M.D.	$ 864.00
CADD TECHNICIAN	10.0 % CONST. PLANS	0.7 M.D.	$ 210.00
CAD DRAFTER	10.0 % CONST. PLANS	0.7 M.D.	$ 168.00
	100.0 %		
TOTAL MANDAYS CONSTRUCTION PLANS		**6.9** M.D.	**$ 2,465.00**
CONSTRUCTION PLANS AVG. RATE PER MANDAY			**$ 357.25**

TOTAL LABOR COSTS	**$ 12,325.00**
AVERAGE RATE PER MANDAY	**$ 359.33**

☐ (Place X in adjacent block to remove instructions prior to printing.)

DESIGN DIRECT EXPENSES

TN TDOT Department of Transportation

Version 2.26

ROUTE:	Westland Drive Intersection	Project No.:	<00000-0000-00>	
DESCRIPTION:	With Ridge Climber Road	PIN No.:	<000000.00>	
COUNTY:	Knox			
CONSULTANT:	Robert G. Campbell and Assoc., L.P.			
Prepared By:	Greg Green			
Date Prepared:	2/3/2025			

Reproduction Costs: (Enter quantity and unit price)

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Photo-copies			$ -	
Full size bond			$ -	
Half size bond			$ -	
Full size vellum			$ -	
Half size vellum			$ -	
Full size mylar			$ -	$ -

Travel: (Enter number of trips, people or milage, and rate)

	Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)			$ 0.00 Per Day	$ -	
Per Diem			$ 0.00 Per Day	$ -	
Transportation	2.00 Round Trips	X 45.00 Miles X	$ 0.67 Per Day	= $ 60.30	
Lodging			$ 0.00 Per Person	$ -	$ 60.30

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses: (Enter description, number and unit price.)

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	$ -

TOTAL DIRECT EXPENSES	$ 60.30

(Place X in adjacent box if allocation of direct expenses is to be different than total project allocation percentage.)

DIRECT EXPENSES PRELIMINARY PLANS	25.0	%	$ 15.08
DIRECT EXPENSES RIGHT-OF-WAY PLAN	55.0	%	$ 33.17
DIRECT EXPENSES CONSTRUCTION PLANS	20.0	%	$ 12.06
	100.0	%	

(Place X in box to remove instructions prior to printing.

(Do not edit or place data in these cells.)

FEE PROPOSAL

ROUTE:	Westland Drive Intersection
DESCRIPTION:	With Ridge Climber Road
COUNTY:	Knox
CONSULTANT:	Robert G. Campbell and Assoc., L.P.
Prepared By:	Greg Green
Date Prepared:	2/3/2025

Project No.: <00000-0000-00>
PIN No.: <000000.00>

TN TDOT Department of Transportation

COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.

This sheet perfoms fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator

Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase. Version 2.26

Data For Fee Calculations

Overhead Rate = **150.00%** **

** (State Project Maximum overhead rate = 145%)
** (Federal Project Maximum overhead rate per External Audit Report)

Design Direct Labor =	$ 12,325.00
Survey Direct Labor =	$ 5,308.80
Total Direct Labor =	$ 17,633.80

Net Fee (Refer to "Net Fee Calculator") **9%**

Use 12% Net Fee for supplements to contracts executed prior to 11/01/2016

(Place X in adjacent box to remove instructions prior to printing.)

SURVEYS

1	Direct Labor				=	$	5,308.80
2	Overhead	(Overhead Rate =	1.5000	)	=	$	7,963.20
	(Overhead rate X direct labor)						
3	**Subtotal 1 + 2**				=	$	13,272.00
4	Net Fee = 9%		(Rounded to nearest $10.)		=	$	1,120.00
	(Direct labor X 2.35 X 0.NF)						
5	**Subtotal 3 + 4**				=	$	14,392.00
6	Direct Expense				=	$	241.20
7	Premium Labor				=	$	-
	(Premium Labor is only eligible if the survey crew works greater than a 40 hour work week.)						
8	**Total Survey**				=	$	14,633.20
	(Total 5 + 6 + 7)						

								Version 2.26	
Preliminary Design									
1	Direct Labor					=	$	3,105.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	4,657.50	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	7,762.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$	660.00	
	(Direct labor X 2.35 X 0.NF)								
5		**Subtotal 3 + 4**				=	$	8,422.50	
6	Direct Expense					=	$	15.08	
7	Premium Labor					=	$	-	
8		**Total Preliminary Plans**				=	$	8,437.58	
		(Total 5 + 6 + 7)							
Right-of-Way Design									
1	Direct Labor					=	$	6,755.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	10,132.50	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	16,887.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$	1,430.00	
	(Direct labor X 2.35 X 0.NF)								
5		**Subtotal 3 + 4**				=	$	18,317.50	
6	Direct Expense					=	$	33.17	
7	Premium Labor					=	$	-	
8		**Total Right-of-Way Plans**				=	$	18,350.67	
		(Total 5 + 6 + 7)							

							Version 2.26
Construction Design							
1	Direct Labor				=	$	2,465.00
2	Overhead		(Overhead Rate =	1.5000)	=	$	3,697.50
	(Overhead rate X direct labor)						
3		**Subtotal 1 + 2**			=	$	6,162.50
4	Net Fee =	9.0%		(Rounded to nearest $10.)	=	$	520.00
	(Direct labor X 2.35 X 0.NF)						
5		**Subtotal 3 + 4**			=	$	6,682.50
6	Direct Expense				=	$	12.06
7	Premium Labor				=	$	-
8		**Total Construction Plans**			=	$	6,694.56
		(Total 5 + 6 + 7)					
Total Project							
1	Direct Labor				=	$	17,633.80
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)						
2	Overhead		(Overhead Rate =	1.5000)	=	$	26,450.70
	(Overhead rate X direct labor)						
3		**Subtotal 1 + 2**			=	$	44,084.50
4	Net Fee =	9.0%		(Rounded to nearest $10.)	=	$	3,730.00
	(Sum of Survey, Prel., R.O.W., & Const. Net Fee)						
5		**Subtotal 3 + 4**			=	$	47,814.50
6	Direct Expense		(Itemize and attach)		=	$	301.51
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)						
7	Premium Labor				=	$	-
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)						
8		**Total Project**			=	$	48,116.01
		(Total 5 + 6 + 7)					
				Total Contract		**$**	**48,116.01**
			DESIGN COST PER MILE			$	222,816.67
			SURVEY COST PER MILE			$	95,946.67
			TOTAL COST PER MILE			$	318,763.33

FEE PROPOSAL SUMMARY

ROUTE:	Westland Drive Intersection	Project No.:	<00000-0000-00>
DESCRIPTION:	With Ridge Climber Road	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		

Date Prepared: 2/3/2025

mark the appropriate box below an values for the initial ceiling will be calculated.

TN TDOT Department of Transportation

Version 2.26

Survey Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
SURVEY	$ 5,308.80	$ 7,963.20	$ 13,272.00	$ 1,120.00	$ 14,392.00	$ 241.20	$ -	$ 14,633.20

Design Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	$ 3,105.00	$ 4,657.50	$ 7,762.50	$ 660.00	$ 8,422.50	$ 15.08	$ -	$ 8,437.58
RIGHT-OF-WAY PLANS	$ 6,755.00	$ 10,132.50	$ 16,887.50	$ 1,430.00	$ 18,317.50	$ 33.17	$ -	$ 18,350.67
Subtotal Preliminary & Right-of-Way Plans	**$ 9,860.00**	**$ 14,790.00**	**$ 24,650.00**	**$ 2,090.00**	**$ 26,740.00**	**$ 48.25**	**$ -**	**$ 26,788.25**
CONSTRUCTION PLANS	$ 2,465.00	$ 3,697.50	$ 6,162.50	$ 520.00	$ 6,682.50	$ 12.06	$ -	$ 6,694.56
Subtotal Preliminary, R.O.W., & Construction Plans	**$ 12,325.00**	**$ 18,487.50**	**$ 30,812.50**	**$ 2,610.00**	**$ 33,422.50**	**$ 60.31**	**$ -**	**$ 33,482.81**
Total Survey & Design	**$ 17,633.80**	**$ 26,450.70**	**$ 44,084.50**	**$ 3,730.00**	**$ 47,814.50**	**$ 301.51**	**$ -**	**$ 48,116.01**

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)

(Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

	Survey
	Survey thru Prel. Plans
	Survey thru R.O.W. Plans
x	Survey thru Const. Plans
	Prel. Plans
	Prel & R.O.W. Plans
	Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
Contract will initially be authorized for: **Survey thru Const. Plans**	**$ 17,633.80**	**$ 26,450.70**	**$ 44,084.50**	**$ 3,730.00**	**$ 47,814.50**	**$ 301.51**	**$ -**	**$ 48,116.01**

(Place X in adjacent box to remove instructions prior to printing.)

TN TDOT Department of Transportation

Fixed Fee Worksheet
Attachment D

PROJECT DESCRIPTION: _____

SCOPE OF WORK: _____

WEIGHT	FACTOR		
5	**Size of Contract**	The larger the contract maximum compensation, the smaller the net fee percentage	
	Fee	Qualifier	
☐	0.02	More than $5,000,000	
☐	0.04	Less than $5,000,000	
☐	0.06	Less than $2,500,000	
☐	0.08	Less than $1,500,000	
☑	0.10	Less than $1,000,000	
☐	0.12	Less than $150,000	
	0.50		
35	**Complexity**	The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgement	
	Fee	Qualifier	
☐	0.04	RSAR project / Resurfacing / No Plans Contract/SWPPP/EPSC Inspection/QA Assessments	
☐	0.06	Bridge Approach Project/Signal Project/Intersection Widening / CEI rural	
☑	0.08	Rural widening / CEI Urban/ TPR / NEPA - CE	
☐	0.10	Freeway widening / New alignment/ NEPA-EA/EIS / Natural Stream Design/Tech. Studies	
☐	0.12	Interchange project / Urban widening / ITS / Bridge Design / Geotechnical	
	2.80		
5	**Contract Duration**	The shorter the schedule, the higher the net fee percentage	
	Fee	Qualifier	
☐	0.06	No critical short term deadline. Define inspection schedule (I.E. EPSC or QA Assessments)	
☑	0.08	Standard 2/3 Phase Project (Preliminary/ROW/Construction)	
☐	0.10	Accelerated Schedule with Project Commitments	
☐	0.12	Aggressive Schedule. High Visibility Project.	
	0.40		
50	**Degree of Risk**	The higher the risk, the higher the net fee percentage	
	Fee	Qualifier	
☐	0.06	Cost Plus fixed fee contract with little chance of cost overruns and low liability exposure	
☐	0.08	Cost Plus fixed fee contract and medium liability exposure	
☑	0.10	Lump sum contract with defined scope of work. Project involves medium to high liability	
☐	0.12	Lump sum contracts with possibility of overrunning costs. Projects involving significant liability, hazardous materials, experimental designs, etc.	
	5.00		
5	**Subcontracting**	The more work subcontracted, the smaller the net fee percentage (Does not include Surveying or Geotech)	
	Fee	Qualifier	
☐	0.04	More than 50% of job	
☐	0.06	More than 30% of job	
☐	0.08	Less than 30% of job	
☐	0.10	Less than 20% of job	
☑	0.12	Less than 10% of job	
	0.60		
	TOTAL 9.30		

Fixed Fee Total: 9%

This fixed fee calculator was developed to comply with 23 CFR §172.11(b)(3) which indicates the amount of fixed fee shall consider the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract.

RLA-16983 **R-25-2-406**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 engineering design contract in the amount of $248,000.00 with LDA Engineering for the Bakertown Widening and Realignment Project.
(Engineering and Public Works)

Attachments

Resolution
Design Contract
Design Contract Pt2

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AN ENGINEERING DESIGN CONTRACT IN THE AMOUNT OF $248,000.00 WITH LDA ENGINEERING FOR THE BAKERTOWN WIDENING AND REALIGNMENT PROJECT.

RESOLUTION: **R-25-2-406**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to begin the Bakertown Road Widening and Realignment Project (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into an engineering design contract with LDA Engineering in the amount of $248,000.00 to provide professional engineering services for the Project, which services are further detailed in the attached agreement; and

WHEREAS, the proposed agreement sets forth the terms and conditions under which the services will be provided.

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

The engineering design contract with LDA Engineering for the Bakertown Road Widening and Realignment Project is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the engineering design contract with LDA Engineering for the Bakertown Road Widening and Realignment Project shall be executed subject to such amendment or action not affecting the substantive provisions of the proposal as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

LDA ENGINEERING

December 18, 2024

Ms. Cathy Olsen, GISP, PMP
Operations Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, Tennessee 37917

Reference: Proposal for Professional Services
Bakertown Road Realignment and Widening

Dear Cathy,

We appreciate the opportunity to work with Knox County Engineering on this project. Below is our proposal to provide engineering, surveying, and bidding phase services.

PROJECT DESCRIPTION

The Bakertown Road Realignment and Widening project consists of the reconstruction of 2,600 feet of two-lane roadway from approximately 300 feet south of Ball Camp Pike to Ball Road. This includes the realignment of the intersection at Ball Camp Pike, the CSX railroad at-grade crossing, and a new traffic signal at Schaad Road.

The proposed typical section for the realignment/widening is two 10-foot travel lanes with either (A) 2-foot shoulder and open ditch drainage, or (B) sidewalk behind curb & gutter and storm sewer. The curb & gutter section is currently planned for the east side only, from the Cardinal Landing side street entrance to the north end of the project. Shoulders will be on both sides of the roadway from the south end of the project to the Cardinal Landing entrance.

The offset intersection at Ball Camp Pike will be realigned so that all four legs intersect at one point. There will be a left turn lane added for both directions on Ball Camp Pike, and a right turn lane for westbound Ball Camp Pike to northbound Bakertown Road. Vehicle queuing for an active train and closed railroad crossing will be evaluated for the turn lane lengths.

The intersection at Schaad Road will be improved with a new traffic signal. The signal will be mast arm design and will include full pedestrian facilities for all legs of the intersection.

The next section details the scope of work for each phase of the project. Please note that project management, administration, progress meetings, and continuous coordination with Knox County Engineering are included in each phase of the project, although they may not be listed as a specific task. TDOT Standard Drawings and Specifications will be the governing guidelines for design.

SCOPE OF SERVICES

Task 1 – Survey & Base Mapping

A. Notify all property owners with door notices or certified mail that surveyors will be working in the right-of-way and around their property.
B. Conduct a field survey along the corridor to include roadways, water bodies, drainage pipes and structures, sidewalks, driveways, buildings, utilities, trees, walls, fences, signs, property corners, right-of-way markers, and any other notable features. Topographic data will be collected with sufficient detail to depict contours at 1-foot intervals.
C. Integrate GIS and field data to create comprehensive base mapping.
D. Research deeds and plats to establish existing right-of-way, property lines, and close parcel boundaries.
E. Provide legal descriptions and stamped exhibits for proposed right-of-way and easements. We anticipate that property acquisition may be required for up to five parcels.

Task 2 – Engineering & Design

A. Prepare construction plans, specifications, and cost estimates (PS&E) for the project as described above. Quantities tables and cost estimates will utilize TDOT pay item numbers. The construction quantities and costs will be separated into three estimates for cost sharing:
    1. Knox County – from south end of project to Cardinal Landing entrance and from north edge of Weigel's property to Ball Road
    2. Turner Homes – from the Cardinal Landing entrance to Schaad Road
    3. Weigel's developer – from Schaad Road to the north edge of their property
B. Submit PS&E for review and comment at 30%, 60%, and Final. Incorporate review comments into final construction documents.
C. Coordinate with utilities (KUB, telecom, etc.) and property owners to minimize conflicts and plan for relocations. Utility owners will provide relocation plans, if necessary.
D. In addition to construction plans for roadway geometry and drainage improvements, provide the following:
    1. Typical sections and notes
    2. Property maps and acquisition table
    3. Signing and pavement markings plan
    4. Traffic control and detour plan
    5. Erosion Prevention and Sediment Control plan
    6. Roadway cross sections at 50' intervals and at critical locations

Task 3 – Traffic Signal Design

A. Intersection turning movement counts (8-hour weekday)
B. Traffic data analyses and signal timing
C. Proposed signal layout
D. Cabinet operational settings
E. Signal notes and quantities

Task 4 – Permitting

A. TDEC – NPDES General Permit for Storm Water Discharges – submit Stormwater Pollution Prevention Plan and Notice of Intent, obtain Notice of Coverage.
B. TDEC/USACE – Aquatic Resources Alteration Permit (ARAP) for partial filling of the small wetland on the Turner Homes property (east side of road). Turner Homes has an approved ARAP, we will either modify that or apply for a new one.
C. CSX – Coordinate with CSX and their engineering consultants, obtain a Construction Agreement and License Agreement for working on the CSX right-of-way.

Task 5 – Pre-Construction & Bidding

A. Draft the Bid Advertisement
B. Prepare bid documents and technical specifications (Project Manual)
C. Attend the pre-bid meeting and respond to bidders' questions
D. Prepare addenda to the original bid documents, if required
E. Attend the bid opening
F. Review the bids and prepare the bid tabulation

EXCLUDED SERVICES

Although not a complete list, the following services are specifically excluded from this proposal.

- Geotechnical engineering (use standard pavement design for local/collector roads)
- Lighting design
- Landscape design
- Right-of-way acquisition, appraisals, and appraisal review
- Construction engineering and inspection

PROJECT FEES

The estimated fees associated with each task are listed below. A detailed record of time and expenses will be kept using these budgets, and LDA will bill lump sum monthly, based on percent complete for each task. If the scope of services changes and requires a budget amendment, a revised proposal or supplement request will be submitted for approval.

Task 1: Survey & Base Mapping	$ 40,000.
Task 2: Engineering & Design	$ 152,000.
Task 3: Traffic Signal Design	$ 36,000.
Task 4: Permitting	$ 16,000.
Task 5: Pre-Construction & Bidding	$ 4,000.
Total	**$248,000.**

This proposal is subject to the attached EJCDC Standard Form E-520, Short Form of Agreement Between Owner and Engineer for Professional Services. If all conditions of this proposal are acceptable, please sign below for authorization to proceed. Thank you again for this opportunity.

Respectfully,

Jason C. Elliott, P.E.
Principal / Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____ Date: _____

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between

Knox County, Tennessee ("Owner")

and

LDA Engineering ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Bakertown Road Realignment and Widening ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See attached Proposal for Professional Services

[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E-500, for an example of a full scope of engineering services.]

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within a reasonable time, or within the following specific time period: *It is estimated that all services as currently outlined will be completed within approximately eighteen months from the notice to proceed. This includes the property acquisition process, which will be the critical path for completion of engineering and bidding.*

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services satisfactorily performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by

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others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. The Chancery Court and/or the Circuit Court of Knox County, Tennessee shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to *conform to the standard language and requirements of projects that are administered by Knox County Engineering and Public Works, unless the parties agree otherwise.*

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and

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without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and (3) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from all claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any specific project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

I. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

J. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the lump sum budgets as outlined in the Proposal for Professional Services dated December 16, 2024.

2. The total compensation for services and reimbursable expenses is estimated to be $298,000.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
By: _____	By: Jim C. Elliott
Title: Knox County Mayor	Title: Principal
Date Signed: _____	Date Signed: 12-17-2024
	Engineer License or Firm's Certificate Number: 0650
	State of: Tennessee
Address for giving notices:	Address for giving notices:
205 W. Baxter Ave.	110 Tyson Blvd., Suite 200
Knoxville, TN 37917	Alcoa, TN 37701
ATTN: Cathy Olsen	

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RLA-16984 **R-25-2-407**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $23,000.00 for alternative widening designs of Westland Drive from Andover View Lane to Garrison Ridge Boulevard.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CIVIL DESIGN CONTRACT WITH ROBERT G. CAMPBELL & ASSOCIATES IN THE AMOUNT OF $23,000.00 FOR ALTERNATIVE WIDENING DESIGNS OF WESTLAND DRIVE FROM ANDOVER VIEW LANE TO GARRISON RIDGE BOULEVARD.

RESOLUTION: **R-25-2-407**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County is preparing to widen Westland Drive from Andover View Lane to Garrison Ridge Boulevard (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into a civil design contract with Robert G. Campbell & Associates in the amount of $23,000.00 for alternative widening designs of Westland Drive from Andover View Lane to Garrison Ridge Boulevard, which services are further detailed in the attached contract; and

WHEREAS, the proposed contract sets forth the terms and conditions under which the services will be provided.

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

The civil design contract with Robert G. Campbell & Associates for alternative widening designs of Westland Drive from Andover View Lane to Garrison Ridge Boulevard is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the civil design contract with Robert G. Campbell & Associates for alternative widening designs of Westland Drive from Andover View Lane to Garrison Ridge Boulevard shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Robert G. Campbell & Associates

77523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Phone:865-429-4683
Fax: 865-429-4684

February 3, 2025

Mr. Jim Snowden
Knox County Department of Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

Re: Proposed Road Widening Designs for the Widening of Westland Drive from Andover View Lane to Garrison Ridge Boulevard.
Proposal for Survey and Design Engineering Services

Dear Mr. Snowden:

Thank you for considering our firm relative to this project. We propose to develop this project based on the following criteria:

I. Location of Project -
The County proposes to retain the Consultant to furnish certain professional service as required to prepare Alternate Widening Designs for the Widening of Westland Drive from Andover View Lane to Garrison Ridge Boulevard.

II. Scope of Work -
The CONSULTANT agrees to furnish survey and engineering services for the Alternate Widening Designs for the Widening of Westland Drive from Andover View Lane to Garrison Ridge Boulevard including but not necessarily limited to the following tasks:

- The Plans shall comply with the current Tennessee Department of Transportation (TDOT) standards.

- The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.

- Prepare Alternates plans at 1" =50' scale and cross sections at 1" =10' scale for the widening of Westland Drive.

Robert G. Campbell & Associates

77523 Taggart Lane
Knoxville, TN 37938
Phone: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Phone:865-429-4683
Fax: 865-429-4684

III Fee:

Our fee to provide these services will be **$23,000.00**

As you are aware this amount is not to exceed the quoted amount without scope changes.

If you need further information, please do not hesitate to contact us.

Sincerely,

Robert G. Campbell & Associates

Robert G. Campbell

Upon acceptance of this proposal, please sign one copy and return to our office.

AGREED TO AND ACCEPTED this,

_____ day of _____, 2025.

_____

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

Westland Drive Widening

From Andover View Lane to Garrison Ridge Boulevard

Knox County

Project Identification Number (PIN): <000000.00>

General Comments:

fre

Robert G. Campbell and Assoc., L.P

Greg Green, P.E.

7523 Taggart Lane, Knoxville TN 37938

865-947-5996

865-947-7556

greg.green@rgc-a.com

Prepared By:
Greg Green

Date prepared:
2/3/2025

Project No.:
<00000-0000-00>

TN TDOT Department of Transportation

Version 2.26

SURVEY SUMMARY

TN TDOT Department of Transportation

Route: Westland Drive Widenii 2/3/2025
Description: From Andover View Lane to Garrison Ridge Boulevard
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Project No.: <00000-0000-00>

Mainline Project Length: 0.15 (miles)
Number of Sideroads: 3 Length: 600 (feet)
Office Travel Time per day (hrs): 1.00
Crew Travel Time per day (hrs): 1.00
Crew Work per day (hrs): 8

Number of Existing Lanes: 2 Proposed: 3
Number of Driveways/Ramps: 7

Location:
Existing Road: 100% Rural: 50%
New Alignment: 0% Urban: 50%
Business: 0%

Rural Land Character: Woods: 20% Terrain: Flat 0%
Pasture: 80% Rolling: 60%
Cultivated: 0% Hilly: 40%
Mountains: 0%

Distance to Nearest Benchmark: 0.0 miles
Number of Survey Updates 0
R.O.W. Staking:
Iron Pins 0
Aerial Mapping Available: o YES 1 Stake Points 0
◉ NO 2 Stake Points 0

Approximate Obscured Area: 100% Use 100% if no mapping is available.
Proposed DTM Width: 200 (ft)

Geotechnical Staking:
Points 0

Drainage:
Approx. Number of Culvert Sites: 2
Number of Bridges: Small: 0 Medium 0 Large: 0

Approx. Number of Property Tracts: 9 Number of Railroad Crossings: 0

Indicate Utilities Present: Elect ☑ Telephone ☑ Cable TV: ☑
Water ☑ Sewe ☑ Gas: ☑
Fiber Optic ☑ Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE

Sideroad Name	Length (feet)
Andover View	200
Garrison Ridge	200
Heritage Lake	200
Total Length	600

Version 2.26

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION: Version 2.26

Route: Westland Drive Widening
Description: From Andover View Lane to Garrison Ridge Boulevard
County: Knox Prepared By: Greg Green
Consultant: Robert G. Campbell and Assoc., L.P. Date Prepared: 2/3/2025
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.21
OFFICE TRAVEL TIME PER DAY(hrs): 1.00
CREW TRAVEL TIME PER DAY(hrs): 1.00

TN TDOT Department of Transportation

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	
	PM	O	P	I	R	R	F	F	Total
1.Establish & Stake Alignments									
2. Update Survey									
3. Control Traverses	0.1		0.1	0.1	0.1	0.1			0.5
4. Set Aerial Control									
5. Bench Levels									
6. Develop Digital Terrain Model	0.1	0.2	0.8	0.8	0.8	0.8			3.5
7. R.O.W.,Deed & Utility Research	0.5	0.3							0.8
8. Property Owner Contact	0.6		0.6						1.2
9. Locate Property & Pres. R.O.W. Lines	0.9	0.9	1.5	1.5	1.5	1.5			7.8
10. Obtain Topo/Verify Aerial	0.1	0.2	1.0	1.0	1.0	1.0			4.3
11. Drainage Surveys (Culverts)	0.1	0.1	0.4	0.4	0.4	0.4			1.8
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities		0.1	0.6	0.6	0.6	0.6			2.5
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	0.2								0.2
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.1	0.3							0.4
19. Supervision	0.2								0.2
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	0.7	0.6	0.6	0.6			3.0
TOTALS (8 HOUR MAN-DAYS)	3.3	2.2	5.7	5.0	5.0	5.0			**26.2**

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION: Version 2.26

Route: Westland Drive Widening
Description: From Andover View Lane to Garrison Ridge Boulevard
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Project No.: <00000-0000-00>
TOTAL LENGTH(miles): 0.21
Date Prepared: 2/3/2025 Prepared By: Greg Green

TN TDOT Department of Transportation

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 200 DTM WIDTH(feet)
Research	1.0	1.0	9 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		0 Number of Geotechnical Staking Points
	1.0		**154.7** 8 - Hr MD/MILE not including travel
	1.0	1.0	**174.7** 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
ROUTE: Westland Drive Widening
DESCRIPTION: From Andover View Lane to Garrison Ridge Boulevard
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P. Prepared By: Greg Green
TOTAL LENGTH(miles): 0.26 Date Prepared: 2/3/2025

TN TDOT Department of Transportation

	Abbrv.	Personnel Classification	8 - Hr Man-Days		Approved Hours	Rate Per Hr	Direct Labor	
1	PM	PROJECT MANAGER	3.3		8.0	$ 41.00	$ 1,082.40	
2	O	OFFICE CADD TECH.	2.2		8.0	$ 35.00	$ 616.00	
3	P	PARTY CHIEF	5.7		8.0	$ 27.00	$ 1,231.20	
4	I	INSTR. MAN	5.0		8.0	$ 25.00	$ 1,000.00	
5	R	RODMAN	5.0		8.0	$ 22.00	$ 880.00	
6	R	RODMAN	5.0		8.0	$ 18.00	$ 720.00	
7	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
8	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
		TOTALS	26.2				$ 5,529.60	

Direct Labor Cost Per 8 - Hour Man-Day	$ 211.05

Version 2.26

Version 2.26

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
ROUTE: Westland Drive Widening
DESCRIPTION: From Andover View Lane to Garrison Ridge Boulevard
COUNTY: Knox — Prepared By: Greg Green
CONSULTANT: Robert G. Campbell and Asso — Date Prepared: 2/3/2025
TOTAL LENGTH(miles): 0.26 — Project No.: <00000-0000-00>

TN TDOT Department of Transportation

				Item Subtotal	Item Total Cost
Reproduction Costs					
Item Description	Number / Unit	Unit Price			
Xerographic Bond	0	$ -	$ -		
Blueline Fullsize	0	$ -	$ -		
Photo-Copies	0	$ -	$ -		
Deeds	0	$ -	$ -		
			Subtotal		$ -
Travel					
Survey Crew Travel Calculations					
From:					
To:					
Number of Trips	No. of Miles/No. of People	* RATE			
Travel Day Per Diem: 2.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -		
Non Travel Day Per Diem: 5.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -		
Transportation: 6.00 Man-Days	X 45.00 Miles X	$ 0.67 Per Mile	= $ 180.90		
Lodging: 5.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -		
			Subtotal	=	$ 180.90
Office Personnel Travel Calculations					
From:					
To:					
Number of Trips	No. of Miles/No. of People	* RATE			
Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -		
Non Travel Day Per Diem: 0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -		
Transportation: 2.00 Round Trips	X 45.00 Miles X	$ 0.67 Per Mile	= $ 60.30		
Lodging: 0.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -		
			Subtotal		$ 60.30
Other Expenses					
Item Description	Number / Unit	Unit Price			
	0	$ -	$ -		
	0	$ -	$ -		
	0	$ -	$ -		
	0	$ -	$ -		
	0	$ -	$ -		
	0	$ -	$ -		
	0	$ -	$ -		
			Subtotal		$ -
TOTAL DIRECT EXPENSES					$ 241.20

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

DESIGN MANDAY ESTIMATE **PAGE A**

TN TDOT Department of Transportation

ROUTE:	Westland Drive Widening
DESCRIPTION:	From Andover View Lane to Garrison Ridge Boulevard
COUNTY:	Knox
CONSULTANT:	Robert G. Campbell and Assoc., L.P.
Prepared By:	Greg Green
Date Prepared:	2/3/2025
Project No.:	<00000-0000-00>

Version 2.26

I.	**PROJECT LENGTH**	(enter project length in miles)	0.15	MILES
II.	**TYPICAL SECTIONS**	(enter length of appropriate section or sections)		
	A. NEW ALIGNMENT			
	1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
	2. Non - CA (w/shoulders)	140 M.D./Mile	0	0.0 MANDAYS
	3. Street (curb & gutter)	150 M.D./Mile	0	0.0 MANDAYS
	B. WIDENING			
	1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
	2. Rural Roadway (w/shoulders)	140 M.D./Mile		0.0 MANDAYS
	3. Street (curb & gutter)	155 M.D./Mile	0.15	23.3 MANDAYS
	C. MISCELLANEOUS			
	1. Bridge replacement - rural	110 M.D./Mile (min. 75)		0.0 MANDAYS
	2. Bridge replacement - urban	130 M.D./Mile (w/c&g)		0.0 MANDAYS
	TOTAL SECTION II			23.3 MANDAYS
III.	**OTHER FACTORS**	Place X in applicable sections. If over 20 properties/mile, enter actual number of properties/mile in row III-A-5. (Do not mark more than one block per section.)		
	A. PROPERTIES/MILE			
	1. < 8 Tracts/mile	NO CHANGE	X	0.0 MANDAYS
	2. 8-12 Tracts/mile	ADD 5%		0.0 MANDAYS
	3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
	4. 17-20 Tracts/mile	ADD 15%		0.0 MANDAYS
	5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
	B. TERRAIN			
	1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
	C. PLAN SCALE			
	1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
	2. 50 Scale	NO CHANGE	X	0.0 MANDAYS
	3. 20 Scale	ADD 10%		0.0 MANDAYS
	Subtotal Mandays (page A)			**23.3** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

User Notice: It is the user's responsibility to verify information in this program is correct.

DESIGN MANDAY ESTIMATE **PAGE B**

TN TDOT Department of Transportation

ROUTE: Westland Drive Widening
DESCRIPTION: From Andover View Lane to Garrison Ridge [illegible]
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., L.P.
Prepared By: Greg Green
Date Prepared: 2/3/2025
Project No.: <00000-0000-00>

Version 2.26

IV. ADDITIONAL FACTORS			
Note: Consultant to provide supplemental information for items listed below as deemed necessary.			
A. SIDEROADS (Measure from end of radius return)	110 M.D./ Mile	0.1	11.0 MANDAYS
E. RIGHT-OF-WAY			
1. Prop. ROW calls on Pres. Layout	NO CHANGE		0.0 MANDAYS
2. ROW Detail Sheets Required	2 M.D./ Sheet	0	0.0 MANDAYS
F. PUBLIC INVOLVEMENT			
1. Additional meetings	(enter no. of mandays)		0.0 MANDAYS
2. Special displays & renderings	(enter no. of mandays)		0.0 MANDAYS
G. DRAINAGE			
1. Retention/Detention Ponds	(enter no. of mandays)		0.0 MANDAYS
2. Special details	(enter no. of mandays)		0.0 MANDAYS
H. EROSION CONTROL PLANS			
1. Additional EC phases	(enter no. of mandays)		0.0 MANDAYS
2. Contour Sheets	5 M.D./Mile	0	0.0 MANDAYS
3. Detention basin design	(enter no. of mandays)		0.0 MANDAYS
4. Special details	(enter no. of mandays)		0.0 MANDAYS
I. PERMITS			
1. Permit drawings	(enter no. of mandays)		0.0 MANDAYS
2. Mitigation plans	(enter no. of mandays)		0.0 MANDAYS
3. Revisions to plans	(enter no. of mandays)		0.0 MANDAYS
J. GEOLOGY			
1. Retaining Wall Concept sheets	(enter no. of mandays)		0.0 MANDAYS
2. Soils and Geology sheets	(enter no. of mandays)		0.0 MANDAYS
K. TRAFFIC CONTROL PLANS			
1. Complex traffic control design (See Note 1)	(enter no. of mandays)		0.0 MANDAYS
L. INTERCHANGES			
1. Length of ramps (Length being start of separate profile)	100 M.D./ Mile		0.0 MANDAYS
2. Urban interchange design	(enter no. of mandays)		0.0 MANDAYS
M. NO. OF CONSTRUCTION PROJECTS			
1. One construction project	NO CHANGE		0.0 MANDAYS
2. Additional construction projects	20 M.D./ Project		0.0 MANDAYS
N. MISCELLANEOUS FACTORS			
1. Signal Design	(enter no. of mandays)		0.0 MANDAYS
2. Lighting Design	(enter no. of mandays)		0.0 MANDAYS
3. Signing Design	(enter no. of mandays)		0.0 MANDAYS
4. Constructability Reviews	(enter no. of mandays)		0.0 MANDAYS
5. Railroad Permiting	(enter no. of mandays)	0	0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
Subtotal Mandays (page B)			**11.0** MANDAYS
Subtotal Mandays (page A)			**23.3** MANDAYS
VI. **TOTAL MANDAYS**			**34.3** MANDAYS

[ ] (Place X in adjacent block to remove instructions prior to printing.)

1 - Not to be used without pre-approval by Assistant Director.
2 - Mandays for signal, lighting, and signing design, if applicaple, must be pre-approved. A separate proposal is to be submitted for review by the appropriate TDOT personnel.

User Notice: It is the user's responsibility to verify information in this program is correct.

LABOR RATES

ROUTE:	Westland Drive Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	From Andover View Lane	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Greg Green		
Prepared By:	Greg Green		
Date Prepared:	2/3/2025		

TN TDOT Department of Transportation

This sheet calculates the average mandays, labor cost, and average manday rate for each phase of a project.
In the shaded blocks, enter the manday rate for each classification of personnel and the estimated percentage for both the total project and the individual phases.
Boxes that are not applicable should be left blank.

Version 2.26

PERSONNEL	MANDAY RATE
PROJECT MANAGER	$ 410.00
PROJECT ENGINEER	$ 390.00
ENGINEER	$ 360.00
CADD TECHNICIAN	$ 300.00
CAD DRAFTER	$ 240.00

TOTAL MANDAYS	34.30 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	25.0 %
RIGHT-OF-WAY PLANS	55.0 %
CONSTRUCTION PLANS	20.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS 25.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % PREL. PLANS	0.9 M.D.	$ 369.00
PROJECT ENGINEER	35.0 % PREL. PLANS	3.0 M.D.	$ 1,170.00
ENGINEER	35.0 % PREL. PLANS	3.0 M.D.	$ 1,080.00
CADD TECHNICIAN	10.0 % PREL. PLANS	0.9 M.D.	$ 270.00
CAD DRAFTER	10.0 % PREL. PLANS	0.9 M.D.	$ 216.00
	100.0 %		
TOTALS PRELIMINARY PLANS		8.6 M.D.	**$ 3,105.00**
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			**$ 361.05**

RIGHT-OF-WAY PLANS 55.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % R.O.W. PLANS	1.9 M.D.	$ 779.00
PROJECT ENGINEER	35.0 % R.O.W. PLANS	6.6 M.D.	$ 2,574.00
ENGINEER	35.0 % R.O.W. PLANS	6.6 M.D.	$ 2,376.00
CADD TECHNICIAN	10.0 % R.O.W. PLANS	1.9 M.D.	$ 570.00
CAD DRAFTER	10.0 % R.O.W. PLANS	1.9 M.D.	$ 456.00
	100.0 %		
TOTALS RIGHT-OF-WAY PLANS		18.9 M.D.	**$ 6,755.00**
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			**$ 357.41**

CONSTRUCTION PLANS 20.0 % OF TOTAL PROJECT

		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % CONST. PLANS	0.7 M.D.	$ 287.00
PROJECT ENGINEER	35.0 % CONST. PLANS	2.4 M.D.	$ 936.00
ENGINEER	35.0 % CONST. PLANS	2.4 M.D.	$ 864.00
CADD TECHNICIAN	10.0 % CONST. PLANS	0.7 M.D.	$ 210.00
CAD DRAFTER	10.0 % CONST. PLANS	0.7 M.D.	$ 168.00
	100.0 %		
TOTAL MANDAYS CONSTRUCTION PLANS		6.9 M.D.	**$ 2,465.00**
CONSTRUCTION PLANS AVG. RATE PER MANDAY			**$ 357.25**

TOTAL LABOR COSTS	**$ 12,325.00**
AVERAGE RATE PER MANDAY	**$ 359.33**

☐ (Place X in adjacent block to remove instructions prior to printing.)

DESIGN DIRECT EXPENSES

TN TDOT Department of Transportation

Version 2.26

ROUTE:	Westland Drive Widening	Project No.:	<00000-0000-00>	
DESCRIPTION:	From Andover View Lane to	PIN No.:	<000000.00>	
COUNTY:	Knox			
CONSULTANT:	Robert G. Campbell and Assoc., L.P.			
Prepared By:	Greg Green			
Date Prepared:	2/3/2025			

Reproduction Costs: (Enter quantity and unit price)

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Photo-copies			$ -	
Full size bond			$ -	
Half size bond			$ -	
Full size vellum			$ -	
Half size vellum			$ -	
Full size mylar			$ -	$ -

Travel: (Enter number of trips, people or milage, and rate)

	Number of Trips	No. of Miles/No. of People	RATE *		
Per Diem (75%)			$ 0.00 Per Day	$ -	
Per Diem			$ 0.00 Per Day	$ -	
Transportation	2.00 Round Trips	X 45.00 Miles X	$ 0.67 Per Day	= $ 60.30	
Lodging			$ 0.00 Per Person	$ -	$ 60.30

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses: (Enter description, number and unit price.)

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	
	0	$ -	$ -	$ -

TOTAL DIRECT EXPENSES	$ 60.30

(Place X in adjacent box if allocation of direct expenses is to be different than total project allocation percentage.)

DIRECT EXPENSES PRELIMINARY PLANS	25.0	%	$ 15.08
DIRECT EXPENSES RIGHT-OF-WAY PLAN	55.0	%	$ 33.17
DIRECT EXPENSES CONSTRUCTION PLANS	20.0	%	$ 12.06
	100.0	%	

(Place X in box to remove instructions prior to printing.

(Do not edit or place data in these cells.)

FEE PROPOSAL

ROUTE:	Westland Drive Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	From Andover View Lane to Garrison Ridge Boulev	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		
Date Prepared:	2/3/2025		

COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.

This sheet perfoms fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator

Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase. Version 2.26

Data For Fee Calculations

Overhead Rate = **150.00%** **

** (State Project Maximum overhead rate = 145%)

** (Federal Project Maximum overhead rate per External Audit Report)

Design Direct Labor =	$ 12,325.00
Survey Direct Labor =	$ 5,529.60
Total Direct Labor =	$ 17,854.60

Net Fee (Refer to "Net Fee Calculator") **9%**

Use 12% Net Fee for supplements to contracts executed prior to 11/01/2016

(Place X in adjacent box to remove instructions prior to printing.)

SURVEYS

1	Direct Labor				=	$	5,529.60
2	Overhead	(Overhead Rate =	1.5000	)	=	$	8,294.40
	(Overhead rate X direct labor)						
3	**Subtotal 1 + 2**				=	$	13,824.00
4	Net Fee = 9%		(Rounded to nearest $10.)		=	$	1,170.00
	(Direct labor X 2.35 X 0.NF)						
5	**Subtotal 3 + 4**				=	$	14,994.00
6	Direct Expense				=	$	241.20
7	Premium Labor				=	$	-
	(Premium Labor is only eligible if the survey crew works greater than a 40 hour work week.)						
8	**Total Survey**				=	$	15,235.20
	(Total 5 + 6 + 7)						

							Version 2.26	
Preliminary Design								
1	Direct Labor					=	$ 3,105.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$ 4,657.50	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**				=	$ 7,762.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$ 660.00	
	(Direct labor X 2.35 X 0.NF)							
5		**Subtotal 3 + 4**				=	$ 8,422.50	
6	Direct Expense					=	$ 15.08	
7	Premium Labor					=	$ -	
8		**Total Preliminary Plans**				=	$ 8,437.58	
		(Total 5 + 6 + 7)						
Right-of-Way Design								
1	Direct Labor					=	$ 6,755.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$ 10,132.50	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**				=	$ 16,887.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$ 1,430.00	
	(Direct labor X 2.35 X 0.NF)							
5		**Subtotal 3 + 4**				=	$ 18,317.50	
6	Direct Expense					=	$ 33.17	
7	Premium Labor					=	$ -	
8		**Total Right-of-Way Plans**				=	$ 18,350.67	
		(Total 5 + 6 + 7)						

								Version 2.26	
Construction Design									
1	Direct Labor					=	$	2,465.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	3,697.50	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	6,162.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$	520.00	
	(Direct labor X 2.35 X 0.NF)								
5		**Subtotal 3 + 4**				=	$	6,682.50	
6	Direct Expense					=	$	12.06	
7	Premium Labor					=	$	-	
8		**Total Construction Plans**				=	$	6,694.56	
		(Total 5 + 6 + 7)							
Total Project									
1	Direct Labor					=	$	17,854.60	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)								
2	Overhead		(Overhead Rate =	1.5000	)	=	$	26,781.90	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	44,636.50	
4	Net Fee =	9.0%		(Rounded to nearest $10.)		=	$	3,780.00	
	(Sum of Survey, Prel., R.O.W., & Const. Net Fee)								
5		**Subtotal 3 + 4**				=	$	48,416.50	
6	Direct Expense		(Itemize and attach)			=	$	301.51	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)								
7	Premium Labor					=	$	-	
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)								
8		**Total Project**				=	$	48,718.01	
		(Total 5 + 6 + 7)							
				Total Contract			$	**48,718.01**	
			DESIGN COST PER MILE				$	222,816.67	
			SURVEY COST PER MILE				$	99,960.00	
			TOTAL COST PER MILE				$	322,776.67	

FEE PROPOSAL SUMMARY

ROUTE:	Westland Drive Widening	Project No.:	<00000-0000-00>
DESCRIPTION:	From Andover View Lane to Garrison Ric	PIN No.:	<000000.00>
COUNTY:	Knox		
CONSULTANT:	Robert G. Campbell and Assoc., L.P.		
Prepared By:	Greg Green		
Date Prepared:	2/3/2025		

mark the appropriate box below an values for the initial ceiling will be calculated.

TN TDOT Department of Transportation

Version 2.26

Survey Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
SURVEY	$ 5,529.60	$ 8,294.40	$ 13,824.00	$ 1,170.00	$ 14,994.00	$ 241.20	$ -	$ 15,235.20

Design Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	$ 3,105.00	$ 4,657.50	$ 7,762.50	$ 660.00	$ 8,422.50	$ 15.08	$ -	$ 8,437.58
RIGHT-OF-WAY PLANS	$ 6,755.00	$ 10,132.50	$ 16,887.50	$ 1,430.00	$ 18,317.50	$ 33.17	$ -	$ 18,350.67
Subtotal Preliminary & Right-of-Way Plans	**$ 9,860.00**	**$ 14,790.00**	**$ 24,650.00**	**$ 2,090.00**	**$ 26,740.00**	**$ 48.25**	**$ -**	**$ 26,788.25**
CONSTRUCTION PLANS	$ 2,465.00	$ 3,697.50	$ 6,162.50	$ 520.00	$ 6,682.50	$ 12.06	$ -	$ 6,694.56
Subtotal Preliminary, R.O.W., & Construction Plans	**$ 12,325.00**	**$ 18,487.50**	**$ 30,812.50**	**$ 2,610.00**	**$ 33,422.50**	**$ 60.31**	**$ -**	**$ 33,482.81**
Total Survey & Design	**$ 17,854.60**	**$ 26,781.90**	**$ 44,636.50**	**$ 3,780.00**	**$ 48,416.50**	**$ 301.51**	**$ -**	**$ 48,718.01**

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)
(Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

	Survey
x	Survey thru Prel. Plans
	Survey thru R.O.W. Plans
	Survey thru Const. Plans
	Prel. Plans
	Prel & R.O.W. Plans
	Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
Contract will initially be authorized for: **Survey thru Prel. Plans**	**$ 8,634.60**	**$ 12,951.90**	**$ 21,586.50**	**$ 1,830.00**	**$ 23,416.50**	**$ 256.28**	**$ -**	**$ 23,672.78**

(Place X in adjacent box to remove instructions prior to printing.)

TN TDOT Department of Transportation

Fixed Fee Worksheet
Attachment D

PROJECT DESCRIPTION: _____

SCOPE OF WORK: _____

WEIGHT	FACTOR	
5	**Size of Contract**	The larger the contract maximum compensation, the smaller the net fee percentage

	Fee	Qualifier
☐	0.02	More than $5,000,000
☐	0.04	Less than $5,000,000
☐	0.06	Less than $2,500,000
☐	0.08	Less than $1,500,000
☑	0.10	Less than $1,000,000
☐	0.12	Less than $150,000
	0.50	

35	**Complexity**	The extent to which the Consultant applies knowledge, experience, technical skills, and independent judgement

	Fee	Qualifier
☐	0.04	RSAR project / Resurfacing / No Plans Contract/SWPPP/EPSC Inspection/QA Assessments
☐	0.06	Bridge Approach Project/Signal Project/Intersection Widening / CEI rural
☑	0.08	Rural widening / CEI Urban/ TPR / NEPA - CE
☐	0.10	Freeway widening / New alignment/ NEPA-EA/EIS / Natural Stream Design/Tech. Studies
☐	0.12	Interchange project / Urban widening / ITS / Bridge Design / Geotechnical
	2.80	

5	**Contract Duration**	The shorter the schedule, the higher the net fee percentage

	Fee	Qualifier
☐	0.06	No critical short term deadline. Define inspection schedule (I.E. EPSC or QA Assessments)
☑	0.08	Standard 2/3 Phase Project (Preliminary/ROW/Construction)
☐	0.10	Accelerated Schedule with Project Commitments
☐	0.12	Aggressive Schedule. High Visibility Project.
	0.40	

50	**Degree of Risk**	The higher the risk, the higher the net fee percentage

	Fee	Qualifier
☐	0.06	Cost Plus fixed fee contract with little chance of cost overruns and low liability exposure
☐	0.08	Cost Plus fixed fee contract and medium liability exposure
☑	0.10	Lump sum contract with defined scope of work. Project involves medium to high liability
☐	0.12	Lump sum contracts with possibility of overrunning costs. Projects involving significant liability, hazardous materials, experimental designs, etc.
	5.00	

5	**Subcontracting**	The more work subcontracted, the smaller the net fee percentage (Does not include Surveying or Geotech)

	Fee	Qualifier
☐	0.04	More than 50% of job
☐	0.06	More than 30% of job
☐	0.08	Less than 30% of job
☐	0.10	Less than 20% of job
☑	0.12	Less than 10% of job
	0.60	
	TOTAL 9.30	

Fixed Fee Total: 9%

This fixed fee calculator was developed to comply with 23 CFR §172.11(b)(3) which indicates the amount of fixed fee shall consider the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract.

RLA-16985 **R-25-2-408**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with LKM Properties, L.P., Weigel Stores, Inc., and Calton Development, LLC for road improvements to Bakertown Road. *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH LKM PROPERTIES, L.P., WEIGEL STORES, INC., AND CALTON DEVELOPMENT, LLC FOR ROAD IMPROVEMENTS TO BAKERTOWN ROAD.

RESOLUTION: **R-25-2-408**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, LKM Properties, L.P. ("LKM"), Weigel Stores, Inc. ("Weigel's"), and Calton Development, LLC ("Calton") plan to develop commercial property on currently vacant land owned by LKM at 5981 Schaad Road at the intersection of Bakertown Road and Schaad Road, which will result in an increase of traffic on Bakertown Road; and

WHEREAS, an approximately 410-feet portion of Bakertown Road running between Schaad Road and Ball Road does not currently meet the roadway standards in Knox County for the existing traffic, and, as a result, that portion of Bakertown Road needs to be widened to handle the current traffic as well as the proposed developments on the LKM Property ("Project 1"); and

WHEREAS, an approximately 470-feet portion of Bakertown Road, running between Schaad Road and the northern property line of 3320 Bakertown Road does not currently include the required sidewalk and curb-and-gutter infrastructure necessary to support the Development ("Project 2"); and

WHEREAS, it is in Knox County's best interest that Project #1 and Project #2 (the "Projects") be combined with adjacent road improvement work on Bakertown Road; and

WHEREAS, Knox County, LKM, Weigel's, and Calton agree that Knox County will oversee and coordinate the Projects and that LKM, Weigel's, and Calton will pay Knox County certain amounts to go toward the total cost of the Projects, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County, LKM, Weigel's, and Calton with respect to the Projects.

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

The Memorandum of Understanding with LKM Properties, L.P., Weigel Stores, Inc., and Calton Development, LLC for road improvements to Bakertown Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with LKM Properties, L.P., Weigel Stores, Inc., and Calton Development, LLC for road improvements to Bakertown Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

Memorandum of Understanding

Knox County, Tennessee, LKM Properties, L.P., Weigel Stores, Inc. and Calton Development, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and: **LKM PROPERTIES, L.P.**, a Tennessee limited partnership with and address of 3100 Staffordshire Boulevard, Powell, TN 37849 (hereafter "LKM"); **WEIGEL STORES, INC.**, a Tennessee corporation with and address of 3100 Weigel Lane, Powell, TN 37849 (hereafter "Weigel's") and **CALTON DEVELOPMENT, LLC**, a Tennessee limited liability company with an address of 5246 Bent River Boulevard, Knoxville, Tennessee 37919 (hereafter "Calton"), together hereafter for the purposes of this Memorandum of Understanding "The Partnership".

WHEREAS, due to the ongoing and rapid suburbanization of Knox County, Tennessee, which has increased traffic on existing County roadway systems; and

WHEREAS, The Partnership plans to develop commercial property on currently vacant land owned by LKM at 5981 Schaad Road at the intersection of Bakertown Road and Schaad Road in Northwest Knox County, which will result in an increase of traffic on Bakertown Road; and

WHEREAS, an approximately 410-feet portion of Bakertown Road running between Schaad Road and Ball Road does not currently meet the roadway standards in Knox County for the existing traffic, and as a result, that portion of Bakertown Road needs to be widened to handle the current traffic as well as the proposed developments on the LKM Property ("Project 1"); and

WHEREAS, an approximately 470-feet portion of Bakertown Road, running between Schaad Road and the northern property line of 3320 Bakertown Road does not currently include the required sidewalk and curb-and-gutter infrastructure, necessary to support the Development, ("Project 2"); and

WHEREAS, it is in Knox County's best interest that these projects be combined with adjacent road improvement work on Bakertown Road and therefore Knox County agrees to pay for the cost of design engineering (minus utility relocation efforts), and right of way acquisition related to these projects; and

WHEREAS, Knox County and The Partnership agree that Knox County will oversee and coordinate both projects and that The Partnership will pay Knox County certain amounts to go toward the total cost of said projects as set out below:

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and The Partnership hereby agree as follows:

1) Knox County will oversee and coordinate the Projects including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Knox County will pay the cost of design engineering and right-of-way acquisition for the Projects, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
3) The Partnership will reimburse Knox County for the costs of utility coordination and relocations, construction and construction inspections for the Projects, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
4) Schedule and Scope of Payments:
    a. The Partnership will pay 50% of the estimated utility coordination and relocation, construction and construction inspection costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.
    b. The remaining balance of The Partnership's contribution to utility coordination and relocation, construction and construction inspection costs (100% of final costs of both Projects) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.
5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
6) Completion of Work: All work described herein shall be completed prior to the issuance of a Certificate of Occupancy on the site.
7) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
8) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
9) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
10) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

11) It is understood and agreed by Knox County and The Partnership that the individuals employed by The Partnership shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County, and that Knox County and The Partnership are not partners or joint ventures.
12) The Partnership 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 this Memorandum of Understanding by The Partnership, their subcontractors, agents or employees or due to any negligent act or occurrence or any omission or commission of The Partnership, their subcontractors, agents or employees.
13) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

LKM PROPERTIES, L.P.,

By: Weigel's of Oak Ridge, Inc.

Its: General Partner

By: _____

William B. Weigel, Chairman

Date: _____

WEIGEL STORES, INC.

By: _____

William B. Weigel, Chairman

Date: _____

CALTON DEVELOPMENT, LLC

By: _____

Garrett Jernigan, Member

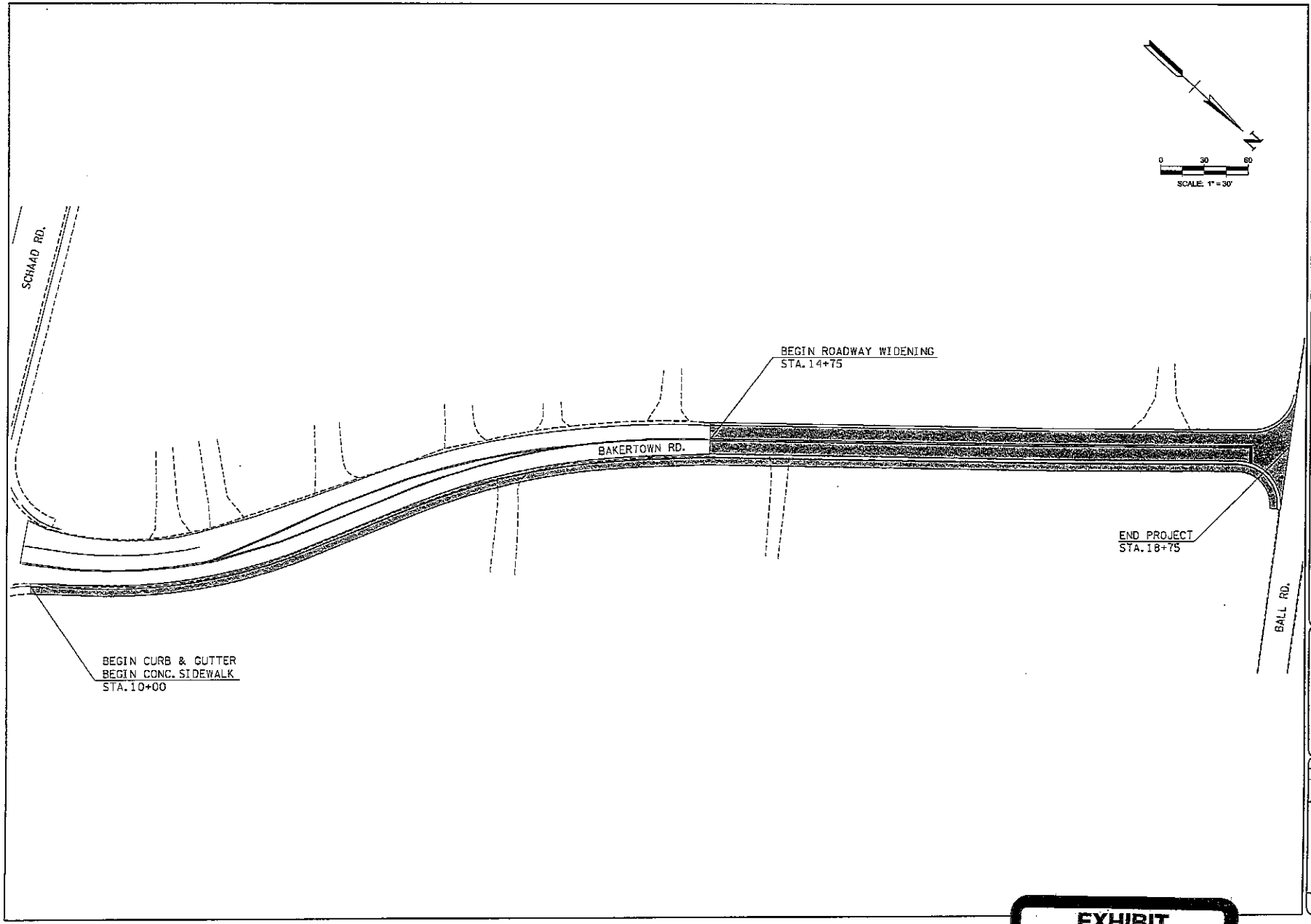
Date: _____

Contract No.: 25-062

APPROVED AS TO LEGAL FORM

2-10-25

Knox County Law Director's Date



LDA ENGINEERING

REV	DATE	REVISION DESCRIPTION

BAKERTOWN ROAD
REALIGNMENT AND WIDENING
KNOX COUNTY, TENNESSEE

PRELIMINARY PLANS

PROJECT NUMBER: KCS402

DATE: FEB 2025	SCALE:
DRAWN BY: JCE	DESIGNED BY: JCE

SHEET TITLE:

CONCEPTUAL LAYOUT SCHAAD ROAD TO BALL ROAD

EXHIBIT

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RLA-16986 **R-25-2-409**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with West Knox Developers LLC for road improvements to Westland Drive.
(Engineering and Public Works)

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH WEST KNOX DEVELOPERS LLC FOR ROAD IMPROVEMENTS TO WESTLAND DRIVE.

RESOLUTION: **R-25-2-409**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, West Knox Developers LLC ("WKD") plans to develop Westland Oaks Phase III on currently vacant land owned by Westland Oaks TH II LLC at 9900 Westland Drive; and

WHEREAS, a westbound turn lane on Westland Drive into Ridge Climber Way, with 100 feet of storage and a width of 11 feet is required to be built per the 2020 Traffic Impact Study prior to the development of Phase III of Westland Oaks; and

WHEREAS, WKD is required as part of their development approval to design, acquire necessary right of way, relocate any conflicting utilities and construct this improvement as a condition of their development approval; and

WHEREAS, Knox County and WKD agree that Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections and WKD will reimburse Knox County for all costs generated by the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and WKD with respect to the Project.

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

The Memorandum of Understanding with West Knox Developers LLC for road improvements to Westland Drive is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with West Knox Developers LLC for road improvements to Westland Drive shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and West Knox Developers LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **West Knox Developers LLC** a Tennessee limited liability company with an address of 1030 16th Ave S, STE 500, Nashville, TN 37212 (hereafter "**WKD**").

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *WKD plans to develop Westland Oaks Phase III on currently vacant land owned by Westland Oaks TH II LLC at 9900 Westland Drive; and*

WHEREAS- *a westbound turn lane on Westland Drive into Ridge Climber Way, with 100 feet of storage and a width of 11 feet is required to be built per the 2020 Traffic Impact Study prior to the development of Phase III of Westland Oaks*

WHEREAS- *WKD is required as part of their development approval to design, acquire necessary right of way, relocate any conflicting utilities and construct this improvement as a condition of their development approval.*

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and WKD hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) WKD will reimburse Knox County for all costs generated by the Project including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents
3) Schedule and Scope of Payments:
    a. WKD will pay 50% of the estimated engineering, design and utility coordination costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.
    b. The remaining balance of WKD's contribution to engineering, design and utility coordination costs (100% of the final costs) in addition to 100% of the right-of-way and easement acquisitions costs will be paid to Knox County within thirty (30) days of Knox County's acquisition of the last tract on the project.

c. WKD will pay 50% of the estimated construction, construction inspections and utility relocation costs within thirty (30) days of the execution of the contract between Knox County and the contractor.
d. The remaining balance of WKD's contribution to construction, construction inspections and utility relocations (100% of the final costs) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.

4) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.
5) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
6) Completion of Work: All work described herein shall be completed prior to the issuance of any building permits on the site.
7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
7) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
8) It is understood and agreed by Knox County and WKD that the individual(s) employed by WKD shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and WKD are not partners or joint ventures.
9) WKD 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 this Memorandum of Understanding by WKD, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of WKD, its subcontractors, agents, or employees.
10) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an

electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

WEST KNOX DEVELOPERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Contract No.: 25-055

APPROVED AS TO LEGAL FORM

Knox County Law Director Date



TYPE	YEAR	PROJECT NO.	SHEET NO.
	2025	24273	1

SEALED BY

KNOX COUNTY, TENNESSEE

WESTLAND DRIVE INTERSECTION WITH RIDGE CLIMBER ROAD

RGC&A
Robert G. Campbell & Associates
Engineering Better Communities, Together.

RLA-16987 **R-25-2-410**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with Briggs Station 1 LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road. *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BRIGGS STATION 1 LLC FOR ROAD IMPROVEMENTS TO THE INTERSECTION OF MARIETTA CHURCH ROAD AND HARDIN VALLEY ROAD.

RESOLUTION: **R-25-2-410**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Briggs Station 1 LLC plans to develop Briggs Station Subdivision on currently vacant land owned by Briggs Station 1 LLC located at 1928 Marietta Church Road, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and

WHEREAS, as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout (the "Project"); and

WHEREAS, Knox County and Briggs Station 1 LLC agree that Knox County will oversee and coordinate the Project and Briggs Station 1 LLC will pay to Knox County certain amounts to go to the total cost of the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Briggs Station 1 LLC with respect to the Project.

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

The Memorandum of Understanding with Briggs Station 1 LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with Briggs Station 1 LLC for road improvements to the intersection of Marietta Church Road and Hardin Valley Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and Briggs Station 1 LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **Briggs Station 1 LLC** a Tennessee limited liability company with an address of 120 Suburban Road, Suite 204 Knoxville, TN 37923 USA (hereafter "Briggs Station").

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

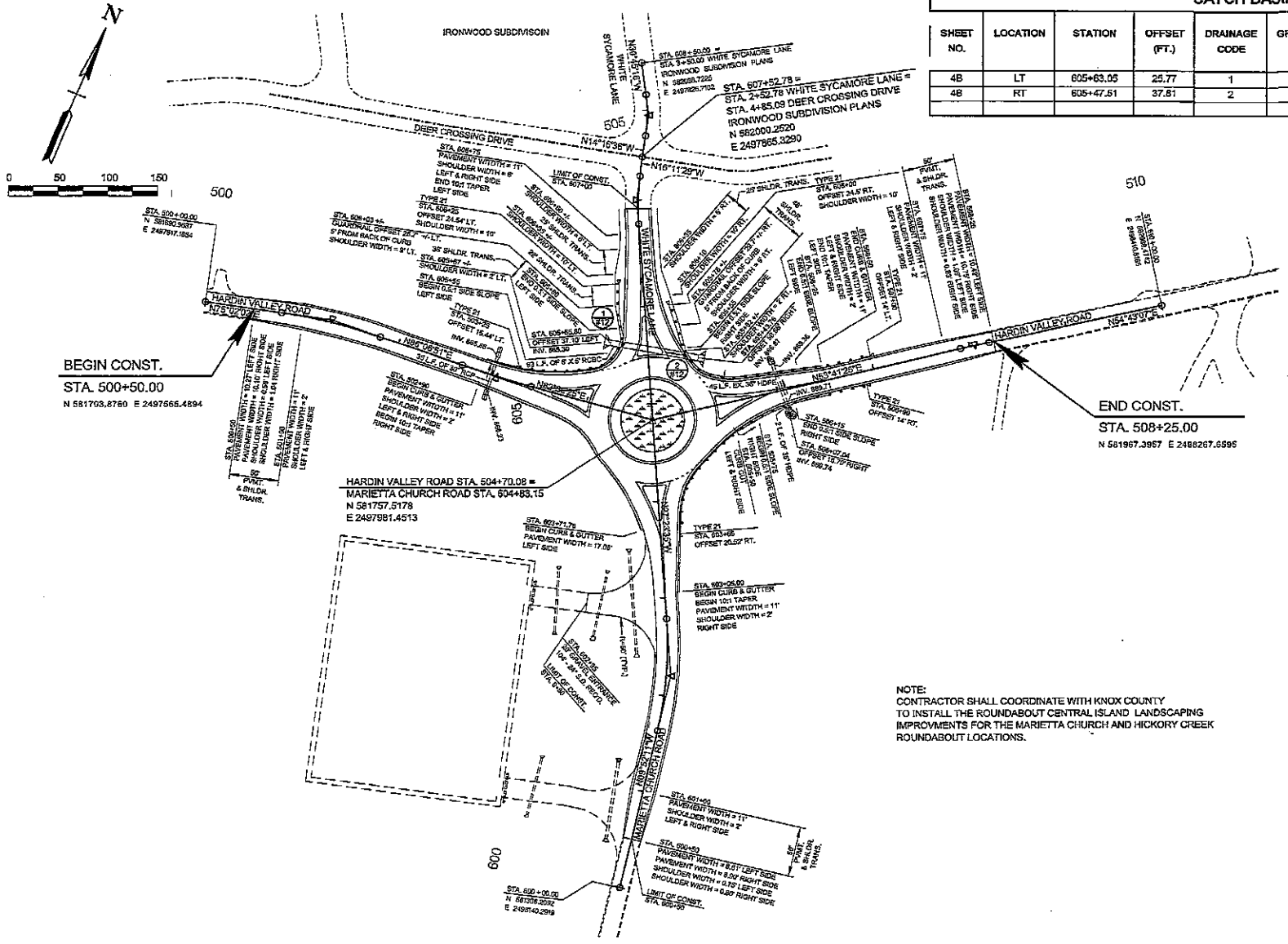
WHEREAS- *Briggs Station plans to develop Briggs Station Subdivision on currently vacant land owned by Briggs Station 1 LLC located at 1928 Marietta Church Rd, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and*

WHEREAS- *as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout as reflected on Exhibit A hereto (hereinafter referred to as "The Project"); and*

WHEREAS- *Knox County and Briggs Station agree that Knox County will oversee and coordinate The Project as set out below, and that Briggs Station will pay to Knox County certain amounts to go to the total cost of said project as set out below.*

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and Briggs Station hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility relocations and construction as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Briggs Station will reimburse Knox County for 10% of all construction costs generated by the Project including construction and construction inspections, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents
3) Schedule and Scope of Payments:
    a. **Briggs Station** will pay 10% of the final construction costs of the Project on the following schedule:
        i. 5% of the estimated construction costs will be paid to Knox County within thirty (30) days of the execution of the contract between Knox County and the contractor.
        ii. The remaining balance of **Briggs** Station's contribution (10% of final construction costs), will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.
4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
5) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.



NOTE:
CONTRACTOR SHALL COORDINATE WITH KNOX COUNTY TO INSTALL THE ROUNDABOUT CENTRAL ISLAND LANDSCAPING IMPROVMENTS FOR THE MARIETTA CHURCH AND HICKORY CREEK ROUNDABOUT LOCATIONS.

CATCH BASINS

SHEET NO.	LOCATION	STATION	OFFSET (FT.)	DRAINAGE CODE	GRATE/TOP ELEV.	INV. ELEV.	STRUCTURE TYPE	DEPTH (FT.)
4B	LT	605+63.05	25.77	1	874.98	871.33	NO. 12 CB	3.65
4B	RT	605+47.51	37.81	2	875.87	872.48	NO. 12 CB	3.39

REVISIONS	DATE

CANNON & CANNON INC
10025 Investment Drive, Suite 120
Knoxville, TN 37932
865.670.0555
www.cc-corp.com

CLIENT:
KNOX COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS

PROJECT:
HARDIN VALLEY ROAD AT MARIETTA CHURCH ROAD ROUNDABOUT

PROPOSED LAYOUT

CC PROJECT NO.	00283-0106
DATE	09-30-24
P.M.	WAS
DRAWN	RAH
C.C.	RJB

4B

EXHIBIT
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9/11/2024 3:27:56 PM
Z:\00283-0106\03-Drawings\02-Transportation\Constr\00283-0106_04B.SHT

RLA-16988 **R-25-2-411**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with Calloway Oil Company for road improvements to the intersection of Marietta Church Road and Hardin Valley Road. *(Engineering and Public Works)*

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH CALLOWAY OIL COMPANY FOR ROAD IMPROVEMENTS TO THE INTERSECTION OF MARIETTA CHURCH ROAD AND HARDIN VALLEY ROAD.

RESOLUTION: **R-25-2-411**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Calloway Oil Company plans to develop an EZ-Stop store on currently vacant land owned by Tommy Hunt located at 0 Hardin Valley Road, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and

WHEREAS, as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout (the "Project"); and

WHEREAS, Knox County and Calloway Oil Company agree that Knox County will oversee and coordinate the Project and that Calloway Oil Company will pay to Knox County certain amounts to go to the total cost of the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and Calloway Oil Company with respect to the Project.

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

The Memorandum of Understanding with Calloway Oil Company for road improvements to the intersection of Marietta Church Road and Hardin Valley Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with Calloway Oil Company for road improvements to the intersection of Marietta Church Road and Hardin Valley Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and Calloway Oil Company

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government; and **Calloway Oil Company** a *Tennessee Corporation* with an address of *2128 E Broadway Avenue, Maryville, TN 37804 (hereafter "Calloway").*

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *Calloway plans to develop an 'EZ-Stop' store on currently vacant land owned by Tommy Hunt located at 0 Hardin Valley Rd, which will result in an increase of traffic on Marietta Church Road and Hardin Valley Road; and*

WHEREAS- *as a result of the Development, increased traffic at the intersection of Marietta Church Road and Hardin Valley Road will be mitigated by the installation of a roundabout as reflected on* ***Exhibit A*** *hereto (hereinafter referred to as "The Project");*

WHEREAS- *Knox County and Calloway agree that Knox County will oversee and coordinate The Project as set out below, and that Calloway will pay to Knox County certain amounts to go to the total cost of said project as set out below.*

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and **Calloway** hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) Calloway will reimburse Knox County for 5% of final construction costs generated by the Project including construction and construction inspection costs as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents
3) Schedule and Scope of Payments:
    a. Calloway will pay 5% of the final construction costs of the Project on the following schedule:
        i. 2.5% of the estimated construction costs will be paid to Knox County within thirty (30) days of the execution of the contract between Knox County and the contractor.
        ii. The remaining balance of Calloway's contribution to construction and construction inspections (5% of the final costs) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.
4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

CALLOWAY OIL COMPANY

By: _____

Name:

Title:

Date: _____

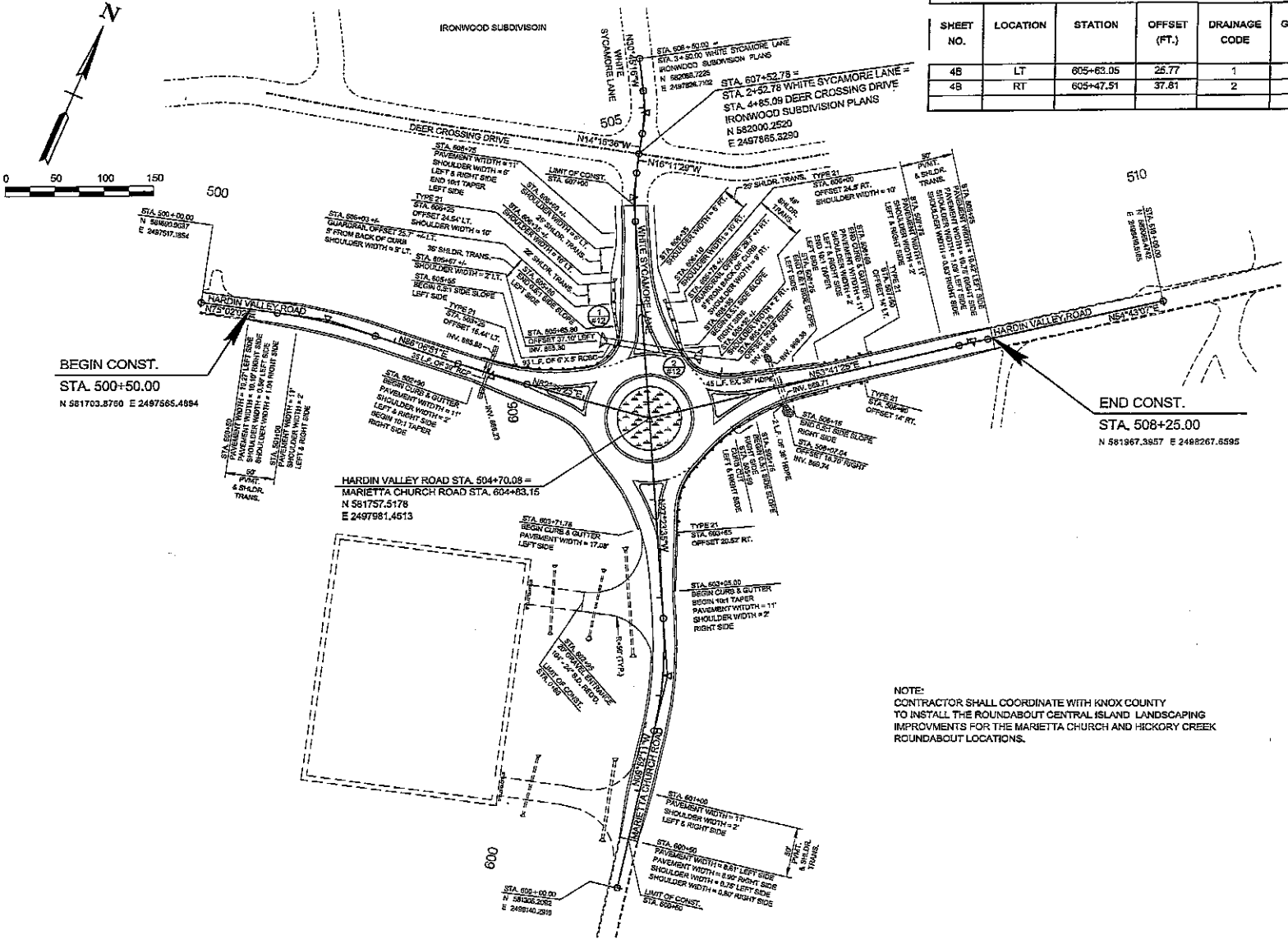
APPROVED AS TO FORM

By: _____

Name: Knox County Law Director's Office

Date: _____

Contract #: 25-068


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0 50 100 150
IRONWOOD SUBDIVISOIN
WHITE SYCAMORE LANE
DEER CROSSING DRIVE
N14°16'36"W
N16°11'29"W
505
500
510
WHITE SYCAMORE LANE
HARDIN VALLEY ROAD
N75°02'02"E
N64°43'07"E
N65°41'29"E
BEGIN CONST.
STA. 500+50.00
N 581703.8760 E 2497565.4894
END CONST.
STA. 508+25.00
N 581967.3957 E 2498267.6595
STA. 606+03 = STA. 3+50.00 WHITE SYCAMORE LANE IRONWOOD SUBDIVISION PLANS N 582088.7225 E 2497826.7102
STA. 607+52.78 = STA. 2+52.78 WHITE SYCAMORE LANE = STA. 4+85.09 DEER CROSSING DRIVE IRONWOOD SUBDIVISION PLANS N 582000.2520 E 2497865.3290
HARDIN VALLEY ROAD STA. 504+70.08 = MARIETTA CHURCH ROAD STA. 604+83.15
N 581757.5178
E 2497981.4513
MARIETTA CHURCH ROAD
N09°48'11"W
600
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STA. 500+00.00 N 581600.9637 E 2497517.1854
STA. 609+00.00 N 582088.7225 E 2497826.7102
STA. 600+00.00 N 581256.3082 E 2498140.2315
TYPE 21 STA. 606+00 OFFSET 24.5' RT. SHOULDER WIDTH = 10'
TYPE 21 STA. 606+45 OFFSET 20.52' RT.
TYPE 21 STA. 606+90 OFFSET 14' RT.
TYPE 21 STA. 607+80 OFFSET 14' LT.
TYPE 21 STA. 608+40 OFFSET 18.75' RIGHT
TYPE 21 STA. 603+22 OFFSET 15.44' LT.
STA. 606+65.90 OFFSET 37.10' LEFT
STA. 606+07.24 OFFSET 18.75' RIGHT
STA. 606+15 END 0.5ft SIDE SLOPE RIGHT SIDE
STA. 606+78 END 0.5ft SIDE SLOPE LEFT SIDE
STA. 605+56 BEGIN 0.5ft SIDE SLOPE LEFT SIDE
STA. 606+15 BEGIN 0.5ft SIDE SLOPE RIGHT SIDE
STA. 606+78 BEGIN 0.5ft SIDE SLOPE LEFT SIDE
STA. 607+80 BEGIN 0.5ft SIDE SLOPE RIGHT SIDE
STA. 606+03 +/- GUARDRAIL OFFSET 25.7' +/-LT. 5' FROM BACK OF CURB SHOULDER WIDTH = 3' LT.
STA. 606+67 +/- SHOULDER WIDTH = 2' LT.
STA. 606+75 PAVEMENT WIDTH = 11' LEFT & RIGHT SIDE SHOULDER WIDTH = 6' END 16:1 TAPER LEFT SIDE
STA. 606+25 OFFSET 24.54' LT. SHOULDER WIDTH = 10'
STA. 606+03 +/- 4' SHLDR. TRANS. SHOULDER WIDTH = 6' LT.
STA. 606+15 +/- 4' SHLDR. TRANS. SHOULDER WIDTH = 6' LT.
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RLA-16990 **R-25-2-413**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jim Snowden, ENGINEERING AND PUBLIC WORKS
Department:	ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds:	YES Funded in Current Budget: YES
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a civil design contract with Robert G. Campbell & Associates in the amount of $222,370.00 for the design of the relocation of Thorngrove Pike and widening of Midway Road, including traffic signals.
(Engineering and Public Works)

Attachments

Resolution

Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A CIVIL DESIGN CONTRACT WITH ROBERT G. CAMPBELL & ASSOCIATES IN THE AMOUNT OF $222,370.00 FOR THE DESIGN OF THE RELOCATION OF THORNGROVE PIKE AND WIDENING OF MIDWAY ROAD, INCLUDING TRAFFIC SIGNALS.

RESOLUTION: R-25-2-413

REQUESTED BY: ENGINEERING & PUBLIC WORKS

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County is preparing to relocate Thorn Grove Pike and widen Midway Road (the "Project"); and

WHEREAS, in furtherance of the Project, Knox County desires to enter into a civil design contract with Robert G. Campbell & Associates in the amount of $222,370.00 for the survey and design of the relocation of Thorngrove Pike and widening of Midway Road, including traffic signals, which services are further detailed in the attached contract; and

WHEREAS, the proposed contract sets forth the terms and conditions under which the services will be provided.

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

The civil design contract with Robert G. Campbell & Associates for the design of the relocation of Thorngrove Pike and widening of Midway Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the civil design contract with Robert G. Campbell & Associates for the design of the relocation of Thorngrove Pike and widening of Midway Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

January 7, 2025

Mr. Jim Snowden
Knox County Department of Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

Re: Proposed Relocation for Thorn Grove Pike and
Widening of Midway Road
Proposal for Survey and Engineering Services
Project No. 24274

Dear Mr. Snowden:

Thank you for considering our firm relative to this project. We propose to develop this project based on the following criteria:

I. Location of Project
The County proposes to retain the Consultant to furnish certain professional service as required to prepare plans and specifications for the Proposed Relocation of Thorn Grove Pike and Widening of Midway Road including Preliminary, Right of Way and Construction Plans and the Survey.

II. Scope of Work –
The CONSULTANT agrees to furnish engineering services for the Relocation of Thorn Grove Pike and Widening of Midway Road referenced above including but not necessarily limited to the following tasks:

- Refer to survey and design manday estimate form for other specifications which may or may not be itemized herein.

- Survey and Engineering functions will be performed utilizing Microstation V8i and Geopak software.

- Perform field location survey for the project limits and as further specified in the manday estimate form, to meet current TDOT survey Manual standards. The survey will not be a "phased survey" type but survey functions will be performed as required in the design process.

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
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- The "Survey and Design Summary" page of the man-day estimate outlines many agreed upon specifics including but not limited to:
  - Relocated Thorn Grove Pike = 3,000 feet
  - Worthington Drive = 300 feet
  - Midway Road = 2,000 feet
  - Estimated 16 property owners

- The Design of the Relocation of Thorn Grove Pike from Worthington Drive to Midway Road around 400 feet north of the I-40 westbound On and Off Ramps as shown on the Greenheck Conceptual Master Plan.

- Typical Section for Thorn Grove Pike will be designed according to RD11-TS-1A, Design Standards for Local Roads and Street with 12-foot lanes and 4-foot shoulders.

- The Design of the Widening of Midway Road from the I-40 westbound On and Off Ramps to the existing intersection with Thorn Grove Pike.

- Typical Section for Midway Road will be designed according to RD11-TS-2B, Design Standards for Collector Highway with Flush Median (4 and 6 Lane) with 5 - 12-foot lanes and 12-foot shoulders.

- The Plans shall comply with the current Tennessee Department of Transportation (TDOT) standards.

- The State's Standard Specifications for Road and Bridge Construction (latest edition) shall constitute the technical specifications for calculations of pay items, testing methods and standards of performance for construction procedures.

- Prepare plans in English at 1"=50' scale and cross sections at 1"=10' scale.

- Prepare Preliminary, Right of Way and Construction Plans to be submitted in PDF format for distribution.

- Prepare three Signal Plans for the Midway Intersections with the I-40 West On-Off Ramp, the intersection with the Relocated Thorn Grove Pike and with the intersection of Existing Thorn Grove Pike.

- Assist Knox County in the acquisition of any additional property including preparing Legal Descriptions.

Robert G. Campbell & Associates

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Knoxville, TN 37938
Ph: 865-947-5996
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621 Wall Street
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- Assist Knox County in coordinating this project with utility companies at a pre design meeting as needed.
- Assist Knox County in providing Displays and attending Public Meeting
- Design both erosion control and traffic control plans to show the need for easements needed for the erosion or traffic control.
- Compile final quantities estimates.
- Provide plans for and attend Preliminary, Right of Way and Construction field review and provide field review reports and effect changes ensuing from the comments. Plans for field review provided on 22" x 34" bond paper or pdfs.
- Revise Plans in accordance to Right of Way or Construction revision request.
- Assist Knox County in the bidding procedure of the Construction Plans.

III Fee:

Survey and Design Man-day Estimate using TDOT form is attached and will be used as basis for establishing the Final Cost Proposal for this project

Our fee to provide these services will be **$222,370.00** for the Survey and Design of the Relocation of Thorn Grove Pike and Widening of Midway Road.

As you are aware this amount is not to exceed the quoted amount without scope changes. A copy of the design man-day estimate is attached.

If you need further information, please do not hesitate to contact us.

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
Fax: 865-947-7556

621 Wall Street
Sevierville, TN 37862
Ph: 865-429-4683
Fax: 865-429-4684

Sincerely,

Robert G. Campbell & Associates

Robert G. Campbell

Upon acceptance of this proposal, please sign one copy and return to our office.

AGREED TO AND ACCEPTED this,

_____ day of _____, 2025.

_____

Contract No.: 25-053

APPROVED AS TO LEGAL FORM

_____

Knox County Law Director Date

Robert G. Campbell & Associates

7523 Taggart Lane
Knoxville, TN 37938
Ph: 865-947-5996
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621 Wall Street
Sevierville, TN 37862
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Fax: 865-429-4684

CONTRACTOR: ROBERT G. CAMPBELL & ASSOCIATES (R.G.C.&A.)

COUNTY: KNOX COUNTY, TENNESSE

Independent Contractor. Contractor acknowledges that Contractor and Contractor's employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

Indemnification/Hold Harmless. Contractor 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 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.

Governing Law; Venue: This Contract shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Contract shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

Termination. The County may terminate this Contract with or without cause upon written notice of not less than thirty days. Upon termination, the County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the prior written permission of the County.

Payment. The County shall pay the amount owed under this Contract within 30 days after its receipt of the Contractor's invoice for said amount.

Term. This Contract commences as of the last date it is signed by the parties and ends twelve months thereafter.

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

Thorn Grove Pike Relocation and Midway Road Widening

Knox County

Project Identification Number (PIN):

General Comments:

Robert G. Campbell and Assoc., LLC

Greg Green, P.E.

7523 Taggart Lane, Knoxville TN 37938

865-947-5996

865-947-7556

greg.greeg@rgc-a.com

Prepared By:
Greg Green, P.E.

Date prepared:
1/2/2025

Project No.:

TN TDOT Department of Transportation

Version 2.27

SURVEY SUMMARY

TDOT Department of Transportation

Route: Thorn Grove Pike Reloc 1/2/2025
Description: 0
County: Knox
Consultant: Robert G. Campbell and Assoc., LLC
Prepared By: Greg Green, P.E.
Project No.:

Mainline Project Length: 0.55 (miles)
Number of Sideroads: 6 Length: 3500 (feet)
Office Travel Time per day (hrs): 1.00
Crew Travel Time per day (hrs): 1.00
Crew Work per day (hrs): 8

Number of Existing Lanes: 0 Proposed: 2
Number of Driveways/Ramps: 7

Location:
Existing Road: 0% Rural: 100%
New Alignment: 100% Urban: 0%
Business: 0%

Rural Land Character: Woods: 50% Terrain: Flat 0%
Pasture: 50% Rolling: 60%
Cultivated: 0% Hilly: 40%
Mountains: 0%

Distance to Nearest Benchmark: 0.0 miles
Number of Survey Updates 0 R.O.W. Staking:
Iron Pins 0
Aerial Mapping Available: ○ YES 1 Stake Points 0
◉ NO 2 Stake Points 0

Approximate Obscured Area: 100% Use 100% if no mapping is available.
Proposed DTM Width: 300 (ft)

Geotechnical Staking:
Drainage: Points 0
Approx. Number of Culvert Sites: 6
Number of Bridges: Small: 0 Medium 0 Large: 0

Approx. Number of Property Tracts: 16 Number of Railroad Crossings: 0

Indicate Utilities Present: Elect ☑ Telephone ☑ Cable TV: ☑
Wate ☑ Sewe ☑ Gas: ☑
Fiber Optic ☑ Petroleum Pipeline: ☐

Comments on Difficulty, Conditions or Other Considerations:

INPUT SIDEROADS LT & RT OF CENTERLINE

Sideroad Name	Length (feet)
Midway Road	2,000
Worthington Drive	300
I-40W Off Ramp	300
I-40W On Ramp	300
Ex. Thorn Grove Pike	300
Ex. Thorn Grove Pike	300
Total Length	3500

Version 2.27

ESTIMATE FOR FIELD SURVEYS

PROJECT DESCRIPTION: Version 2.27

Route: Thorn Grove Pike Relocation and Midway Road Widening
Description: 0
County: Knox Prepared By: Greg Green, P.E.
Consultant: Robert G. Campbell and Assoc., LLC Date Prepared: 1/2/2025
Project No.:
TOTAL LENGTH(miles): 1.04
OFFICE TRAVEL TIME PER DAY(hrs): 1.00
CREW TRAVEL TIME PER DAY(hrs): 1.00

TN TDOT Department of Transportation

ACTIVITY	PROJECT MANAGER	OFFICE CADD TECH.	PARTY CHIEF	INSTRUMENT MAN	RODMAN	RODMAN	FLAGGER	FLAGGER	
	PM	O	P	I	R	R	F	F	Total
1.Establish & Stake Alignments	0.2	0.1	1.0	1.0	1.0	1.0			4.3
2. Update Survey									
3. Control Traverses	0.6	0.2	0.3	0.3	0.3	0.3			2.0
4. Set Aerial Control									
5. Bench Levels	0.2	0.2	0.6	0.6	0.6	0.6			2.8
6. Develop Digital Terrain Model	0.6	1.0	6.1	6.1	6.1	6.1			26.0
7. R.O.W.,Deed & Utility Research	0.8	0.5							1.3
8. Property Owner Contact	1.1		1.1						2.2
9. Locate Property & Pres. R.O.W. Lines	1.6	1.6	2.7	2.7	2.7	2.7			14.0
10. Obtain Topo/Verify Aerial	0.3	1.1	5.0	5.0	5.0	5.0			21.4
11. Drainage Surveys (Culverts)	0.4	0.4	1.5	1.5	1.5	1.5			6.8
12. Bridge Surveys (bridge details, stream alignment, topo, profile, flood plain sections, high water, etc.									
13. Railroad Surveys									
14. Utilities	0.2	0.4	2.8	2.8	2.8	2.8			11.8
15. Stake R.O.W. & Easements									
16. Stake Sounding Holes									
17. Note Reduction & other Calculations	1.0								1.0
18. Plot Plan, Profiles, Property Map, Drainage Map, Bridge Survey, Control Point Table, etc.	0.4	1.7							2.1
19. Supervision	1.0								1.0
20. Travel Time (8 HOUR MAN-DAYS)	0.4	0.1	3.0	2.9	2.9	2.9			12.2
TOTALS (8 HOUR MAN-DAYS)	8.8	7.3	24.1	22.9	22.9	22.9			**108.9**

SURVEY MANDAY ESTIMATE

PROJECT DESCRIPTION: Version 2.27

Route: Thorn Grove Pike Relocation and Midway Road Widening
Description: 0
County: Knox
Consultant: Robert G. Campbell and Assoc., LLC
Project No.:
TOTAL LENGTH(miles): 1.04
Date Prepared: 1/2/2025 Prepared By: Greg Green, P.E.

TN TDOT Department of Transportation

	OFFICE DIFFICULTY	FIELD DIFFICULTY	REMARKS
Align.	0.5	0.5	
Update	1.0	1.0	0 Survey Updates
Control	1.0	0.5	
Aerial	0.0	0.0	0 0 NUMBER HORIZONTAL & NUMBER VERTICAL POINTS
Levels	1.0	1.0	ZERO IF NOT REQUIRED
DTM	1.0	1.0	100% PERCENT SKIPS 300 DTM WIDTH(feet)
Research	1.0	1.0	16 NUMBER OF TRACTS
Contacts	1.0	1.0	
Property	1.0	1.0	DO NOT EDIT THESE CELLS
Topo	1.0	1.0	
Culverts	1.0	1.0	
Bridges	1.0	1.0	0 0 0 NUMBER OF SMALL, MEDIUM, LARGE BRIDGES
RR	1.0	1.0	0 NUMBER OF RR CROSSINGS
Utilities	1.0	1.0	7 Number of Different Utilities Involved
R.O.W.	1.0	1.0	DO NOT EDIT THESE CELLS
Geotech.	1.0	1.0	
	1.0		0 0 0 Number of IP's, 1-stake, 2-stakes
Plotting	1.0		0 Number of Geotechnical Staking Points
	1.0		**175.8** 8 - Hr MD/MILE not including travel
	1.0	1.0	**198.0** 8 - Hr MD/MILE

SURVEY DIRECT LABOR COST

PROJECT DESCRIPTION:
ROUTE: Thorn Grove Pike Relocation and Midway Road Widening
DESCRIPTION: 0
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., LLC
TOTAL LENGTH(miles): 1.21

Prepared By: Greg Green, P.E.
Date Prepared: 1/2/2025

TN TDOT Department of Transportation

	Abbrv.	Personnel Classification	8 - Hr Man-Days		Approved Hours	Rate Per Hr	Direct Labor	
1	PM	PROJECT MANAGER	8.8		8.0	$ 41.00	$ 2,886.40	
2	O	OFFICE CADD TECH.	7.3		8.0	$ 35.00	$ 2,044.00	
3	P	PARTY CHIEF	24.1		8.0	$ 27.00	$ 5,205.60	
4	I	INSTR. MAN	22.9		8.0	$ 25.00	$ 4,580.00	
5	R	RODMAN	22.9		8.0	$ 22.00	$ 4,030.40	
6	R	RODMAN	22.9		8.0	$ 18.00	$ 3,297.60	
7	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
8	F	FLAGGER	0.0		8.0	$ 12.00	$ -	
		TOTALS	108.9				$ 22,044.00	

Direct Labor Cost Per 8 - Hour Man-Day	$ 202.42

Version 2.27

Version 2.27

SURVEY DIRECT EXPENSES

PROJECT DESCRIPTION:
ROUTE: Thorn Grove Pike Relocation and Midway Road Widening
DESCRIPTION: 0
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Asso
TOTAL LENGTH(miles): 1.21

Prepared By: Greg Green, P.E.
Date Prepared: 1/2/2025
Project No.:

TN TDOT Department of Transportation

Reproduction Costs

Item Description	Number / Unit	Unit Price	Item Subtotal
Xerographic Bond	0	$ -	$ -
Blueline Fullsize	0	$ -	$ -
Photo-Copies	0	$ -	$ -
Deeds	0	$ -	$ -
		Subtotal	$ -

Item Total Cost: $ -

Travel

Survey Crew Travel Calculations

From:
To:

	Number of Trips	No. of Miles/No. of People	* RATE	
Travel Day Per Diem	5.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Non Travel Day Per Diem	20.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Transportation	26.00 Man-Days	X 50.00 Miles X	$ 0.67 Per Mile	= $ 837.50
Lodging	20.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -
			Subtotal	= $ 837.50

Office Personnel Travel Calculations

From:
To:

	Number of Trips	No. of Miles/No. of People	* RATE	
Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Non Travel Day Per Diem	0.00 Man-Days	X 0.00 People X	$ 0.00 Per Day	$ -
Transportation	2.00 Round Trips	X 50.00 Miles X	$ 0.67 Per Mile	= $ 67.00
Lodging	0.00 Nights	X 0.00 People X	$ 0.00 Per Person	$ -
			Subtotal	$ 67.00

Other Expenses

Item Description	Number / Unit	Unit Price	
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
	0	$ -	$ -
		Subtotal	$ -

Item Total Cost: $ -

TOTAL DIRECT EXPENSES	$ 904.50

* Rate must agree with most current State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

DESIGN MANDAY ESTIMATE **PAGE A**

TN TDOT

ROUTE:	Thorn Grove Pike Relocation and Midway Rd [illegible]ening
DESCRIPTION:	0
COUNTY:	Knox
CONSULTANT:	Robert G. Campbell and Assoc., LLC
Prepared By:	Greg Green, P.E.
Date Prepared:	1/2/2025
Project No.:	-

Version 2.27

I.	**PROJECT LENGTH**	(enter project length in miles)	0.55	MILES
II.	**TYPICAL SECTIONS**	(enter length of appropriate section or sections)		
	A. NEW ALIGNMENT			
	1. Freeway - Controlled Access	140 M.D./Mile		0.0 MANDAYS
	2. Non - CA (w/shoulders)	140 M.D./Mile	0.55	77.0 MANDAYS
	3. Street (curb & gutter)	150 M.D./Mile		0.0 MANDAYS
	B. WIDENING			
	1. Freeway - Controlled Access	150 M.D./Mile		0.0 MANDAYS
	2. Rural Roadway (w/shoulders)	140 M.D./Mile	0	0.0 MANDAYS
	3. Street (curb & gutter)	155 M.D./Mile		0.0 MANDAYS
	C. MISCELLANEOUS			
	1. Bridge replacement - rural	110 M.D./Mile (min. 75)		0.0 MANDAYS
	2. Bridge replacement - urban	130 M.D./Mile (w/c&g)		0.0 MANDAYS
	TOTAL SECTION II			77.0 MANDAYS
III.	**OTHER FACTORS**	Place X in applicable sections. If over 20 properties/mile, enter actual number of properties/mile in row III-A-5. (Do not mark more than one block per section.)		
	A. PROPERTIES/MILE			
	1. < 8 Tracts/mile	NO CHANGE		0.0 MANDAYS
	2. 8-12 Tracts/mile	ADD 5%	X	3.9 MANDAYS
	3. 13-16 Tracts/mile	ADD 10%		0.0 MANDAYS
	4. 17-20 Tracts/mile	ADD 15%		0.0 MANDAYS
	5. > 20 Tracts/mile	ADD 15% + (1/2%/Tracts >20)		0.0 MANDAYS
	B. TERRAIN			
	1. Mountainous or Rolling with high cuts/fills	ADD 15%		0.0 MANDAYS
	C. PLAN SCALE			
	1. 100 Scale	DEDUCT 10%		0.0 MANDAYS
	2. 50 Scale	NO CHANGE	X	0.0 MANDAYS
	3. 20 Scale	ADD 10%		0.0 MANDAYS
	Subtotal Mandays (page A)			**80.9** MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

User Notice: It is the user's responsibility to verify information in this program is correct.

DESIGN MANDAY ESTIMATE PAGE B

TN TDOT Department of Transportation

ROUTE: Thorn Grove Pike Relocation and Midway Ro[illegible]ning
DESCRIPTION: 0
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., LLC
Prepared By: Greg Green, P.E.
Date Prepared: 1/2/2025
Project No.:

Version 2.27

IV. ADDITIONAL FACTORS Note: Consultant to provide supplemental information for items listed below as deemed necessary.			
A. SIDEROADS (Measure from end of radius return)	110 M.D./ Mile	0.45	49.5 MANDAYS
E. RIGHT-OF-WAY			
1. Prop. ROW calls on Pres. Layout	NO CHANGE		0.0 MANDAYS
2. ROW Detail Sheets Required	2 M.D./ Sheet		0.0 MANDAYS
F. PUBLIC INVOLVEMENT			
1. Additional meetings	(enter no. of mandays)	2	2.0 MANDAYS
2. Special displays & renderings	(enter no. of mandays)	3	3.0 MANDAYS
G. DRAINAGE			
1. Retention/Detention Ponds	(enter no. of mandays)		0.0 MANDAYS
2. Special details	(enter no. of mandays)		0.0 MANDAYS
H. EROSION CONTROL PLANS			
1. Additional EC phases	6 M.D./Mile		0.0 MANDAYS
2. Detention basin design	(enter no. of mandays)		0.0 MANDAYS
3. Special details	(enter no. of mandays)		0.0 MANDAYS
I. PERMITS			
1. Permit drawings	(enter no. of mandays)		0.0 MANDAYS
2. Mitigation plans	(enter no. of mandays)		0.0 MANDAYS
3. Revisions to plans	(enter no. of mandays)		0.0 MANDAYS
J. GEOLOGY			
1. Retaining Wall Concept sheets	(enter no. of mandays)		0.0 MANDAYS
2. Soils and Geology sheets	(enter no. of mandays)		0.0 MANDAYS
K. TRAFFIC CONTROL PLANS			
1. Complex traffic control design (See Note 1)	(enter no. of mandays)		0.0 MANDAYS
L. INTERCHANGES			
1. Length of ramps (Length being start of separate profile)	100 M.D./ Mile		0.0 MANDAYS
2. Urban interchange design	(enter no. of mandays)		0.0 MANDAYS
M. NO. OF CONSTRUCTION PROJECTS			
1. One construction project	NO CHANGE		0.0 MANDAYS
2. Additional construction projects	20 M.D./ Project		0.0 MANDAYS
N. MISCELLANEOUS FACTORS (See Note 2)			
1. Signal Design	(enter no. of mandays)	24	24.0 MANDAYS
2. Lighting Design	(enter no. of mandays)		0.0 MANDAYS
3. Signing Design	(enter no. of mandays)		0.0 MANDAYS
4. Constructability Reviews	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
	(enter no. of mandays)		0.0 MANDAYS
Subtotal Mandays (page B)			78.5 MANDAYS
Subtotal Mandays (page A)			80.9 MANDAYS
VI. TOTAL MANDAYS			159.4 MANDAYS

(Place X in adjacent block to remove instructions prior to printing.)

1 - Not to be used without pre-approval by Assistant Director.
2 - Mandays for signal, lighting, and signing design, if applicable, must be pre-approved. A separate proposal is to be submitted for review by the appropriate TDOT personnel.

User Notice: It is the user's responsibility to verify information in this program is correct.

LABOR RATES

ROUTE: Thorn Grove Pike Reloca Project No.:
DESCRIPTION: 0 PIN No.:
COUNTY: Knox
CONSULTANT: Greg Green, P.E.
Prepared By: Greg Green, P.E.
Date Prepared: 1/2/2025

TN TDOT Department of Transportation

This sheet calculates the average mandays, labor cost, and average manday rate for each phase of a project.
In the shaded blocks, enter the manday rate for each classification of personnel and the estimated percentage for both the total project and the individual phases.
Boxes that are not applicable should be left blank.

Version 2.27

PERSONNEL	MANDAY RATE
PROJECT MANAGER	$ 410.00
PROJECT ENGINEER	$ 390.00
ENGINEER	$ 360.00
CADD TECHNICIAN	$ 300.00
CAD DRAFTER	$ 240.00

TOTAL MANDAYS	159.40 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	25.0 %
RIGHT-OF-WAY PLANS	55.0 %
CONSTRUCTION PLANS	20.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS	25.0 % OF TOTAL PROJECT		
		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % PREL. PLANS	4.0 M.D.	$ 1,640.00
PROJECT ENGINEER	35.0 % PREL. PLANS	13.9 M.D.	$ 5,421.00
ENGINEER	35.0 % PREL. PLANS	13.9 M.D.	$ 5,004.00
CADD TECHNICIAN	10.0 % PREL. PLANS	4.0 M.D.	$ 1,200.00
CAD DRAFTER	10.0 % PREL. PLANS	4.0 M.D.	$ 960.00
	100.0 %		
TOTALS PRELIMINARY PLANS		39.9 M.D.	$ 14,225.00
PRELIMINARY PLANS AVERAGE RATE PER MANDAY			$ 356.52

RIGHT-OF-WAY PLANS	55.0 % OF TOTAL PROJECT		
		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % R.O.W. PLANS	8.8 M.D.	$ 3,608.00
PROJECT ENGINEER	35.0 % R.O.W. PLANS	30.7 M.D.	$ 11,973.00
ENGINEER	35.0 % R.O.W. PLANS	30.7 M.D.	$ 11,052.00
CADD TECHNICIAN	10.0 % R.O.W. PLANS	8.8 M.D.	$ 2,640.00
CAD DRAFTER	10.0 % R.O.W. PLANS	8.8 M.D.	$ 2,112.00
	100.0 %		
TOTALS RIGHT-OF-WAY PLANS		87.7 M.D.	$ 31,385.00
RIGHT-OF-WAY PLANS AVERAGE RATE PER MANDAY			$ 357.87

CONSTRUCTION PLANS	20.0 % OF TOTAL PROJECT		
		MANDAYS	LABOR COSTS
PROJECT MANAGER	10.0 % CONST. PLANS	3.2 M.D.	$ 1,312.00
PROJECT ENGINEER	35.0 % CONST. PLANS	11.2 M.D.	$ 4,368.00
ENGINEER	35.0 % CONST. PLANS	11.2 M.D.	$ 4,032.00
CADD TECHNICIAN	10.0 % CONST. PLANS	3.2 M.D.	$ 960.00
CAD DRAFTER	10.0 % CONST. PLANS	3.2 M.D.	$ 768.00
	100.0 %		
TOTAL MANDAYS CONSTRUCTION PLANS		31.9 M.D.	$ 11,440.00
CONSTRUCTION PLANS AVG. RATE PER MANDAY			$ 358.62

TOTAL LABOR COSTS	$ 57,050.00
AVERAGE RATE PER MANDAY	$ 357.90

☐ (Place X in adjacent block to remove instructions prior to printing.)

FEE PROPOSAL											
ROUTE:	Thorn Grove Pike Relocation and Midway Road W				Project No.:						
DESCRIPTION:	0				PIN No.:						
COUNTY:	Knox										
CONSULTANT:	Robert G. Campbell and Assoc., LLC										
Prepared By:	Greg Green, P.E.										
Date Prepared:	1/2/2025										
COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.											
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.											
This sheet performs fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator											
Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase.										Version 2.27	
Data For Fee Calculations											
		Overhead Rate =	150.00%	**							
** (State Project Maximum overhead rate = 145%)											
** (Federal Project Maximum overhead rate per External Audit Report)											
Design Direct Labor =			$ 57,050.00								
Survey Direct Labor =			$ 22,044.00								
Total Direct Labor =			$ 79,094.00								
Net Fee (Refer to "Net Fee Calculator")			12.00%								
	(Place X in adjacent box to remove instructions prior to printing.)										
SURVEYS											
1	Direct Labor						=	$ 22,044.00			
2	Overhead		(Overhead Rate =	1.5000	)		=	$ 33,066.00			
	(Overhead rate X direct labor)										
3		**Subtotal 1 + 2**					=	$ 55,110.00			
4	Net Fee =	12.0%		(Rounded to nearest $10.)			=	$ 6,610.00			
	(Direct labor + Overhead) X 0.NF										
5		**Subtotal 3 + 4**					=	$ 61,720.00			
6	Direct Expense						=	$ 904.50			
7	Premium Labor						=	$ -			
	(Premium Labor is only eligible if the survey crew works greater than a 40 hour work week.)										
8		**Total Survey**					=	$ 62,624.50			
		(Total 5 + 6 + 7)									

								Version 2.27	
Preliminary Design									
1	Direct Labor					=	$	14,225.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	21,337.50	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	35,562.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$	4,270.00	
	(Direct labor + Overhead) X 0.NF								
5		**Subtotal 3 + 4**				=	$	39,832.50	
6	Direct Expense					=	$	-	
7	Premium Labor					=	$	-	
8		**Total Preliminary Plans**				=	$	39,832.50	
		(Total 5 + 6 + 7)							
Right-of-Way Design									
1	Direct Labor					=	$	31,385.00	
2	Overhead		(Overhead Rate =	1.5000	)	=	$	47,077.50	
	(Overhead rate X direct labor)								
3		**Subtotal 1 + 2**				=	$	78,462.50	
4	Net Fee =	12.0%		(Rounded to nearest $10.)		=	$	9,420.00	
	(Direct labor + Overhead) X 0.NF								
5		**Subtotal 3 + 4**				=	$	87,882.50	
6	Direct Expense					=	$	-	
7	Premium Labor					=	$	-	
8		**Total Right-of-Way Plans**				=	$	87,882.50	
		(Total 5 + 6 + 7)							

							Version 2.27	
Construction Design								
1	Direct Labor				=	$	11,440.00	
2	Overhead		(Overhead Rate =	1.5000)	=	$	17,160.00	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**			=	$	28,600.00	
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$	3,430.00	
	(Direct labor + Overhead) X 0.NF							
5		**Subtotal 3 + 4**			=	$	32,030.00	
6	Direct Expense				=	$	-	
7	Premium Labor				=	$	[illegible]	
8		**Total Construction Plans**			=	$	32,030.00	
		(Total 5 + 6 + 7)						
Total Project								
1	Direct Labor				=	$	79,094.00	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Labor)							
2	Overhead		(Overhead Rate =	1.5000)	=	$	118,641.00	
	(Overhead rate X direct labor)							
3		**Subtotal 1 + 2**			=	$	197,735.00	
4	Net Fee =	12.0%		(Rounded to nearest $10.)	=	$	23,730.00	
	(Direct labor + Overhead) X 0.NF							
5		**Subtotal 3 + 4**			=	$	221,466.00	
6	Direct Expense		(Itemize and attach)		=	$	904.50	
	(Sum of Survey, Prel., R.O.W., & Const. Direct Expenses)							
7	Premium Labor				=	$	-	
	(Sum of Survey, Prel., R.O.W., & Const. Premium Labor)							
8		**Total Project**			=	$	222,369.50	
		(Total 6 + 6 + 7)						
				Total Contract		$	222,369.50	
			DESIGN COST PER MILE			$	290,445.45	
			SURVEY COST PER MILE			$	112,218.18	
			TOTAL COST PER MILE			$	402,663.64	

FEE PROPOSAL SUMMARY

ROUTE: Thorn Grove Pike Relocation and Midway Project No.:
DESCRIPTION: 0 PIN No.:
COUNTY: Knox
CONSULTANT: Robert G. Campbell and Assoc., LLC
Prepared By: Greg Green, P.E.
Date Prepared: 1/2/2025
mark the appropriate box below an values for the initial ceiling will be calculated.

TN TDOT Department of Transportation

Version 2.27

Survey Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
SURVEY	$ 22,044.00	$ 33,066.00	$ 55,110.00	$ 6,610.00	$ 61,720.00	$ 904.50	$ -	$ 62,624.50

Design Fee Proposal Summary

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Phase
PRELIMINARY PLANS	$ 14,225.00	$ 21,337.50	$ 35,562.50	$ 4,270.00	$ 39,832.50	$ -	$ -	$ 39,832.50
RIGHT-OF-WAY PLANS	$ 31,385.00	$ 47,077.50	$ 78,462.50	$ 9,420.00	$ 87,882.50	$ -	$ -	$ 87,882.50
Subtotal Preliminary & Right-of-Way Plans	$ 45,610.00	$ 68,415.00	$ 114,025.00	$ 13,690.00	$ 127,715.00	$ -	$ -	$ 127,715.00
CONSTRUCTION PLANS	$ 11,440.00	$ 17,160.00	$ 28,600.00	$ 3,430.00	$ 32,030.00	$ -	$ -	$ 32,030.00
Subtotal Preliminary, R.O.W., & Construction Plans	$ 57,050.00	$ 85,575.00	$ 142,625.00	$ 17,120.00	$ 159,745.00	$ -	$ -	$ 159,745.00
Total Survey & Design	$ 79,094.00	$ 118,641.00	$ 197,735.00	$ 23,730.00	$ 221,465.00	$ 904.50	$ -	$ 222,369.50

(Place a X in appropriate box indicating the point of the initial contract ceiling. Only one (1) block should have an X placed.)
(Note: (Survey thru Const. Plans) can be checked if no initial contract ceiling is to be set.)

- [ ] Survey
- [ ] Survey thru Prel. Plans
- [ ] Survey thru R.O.W. Plans
- [x] Survey thru Const. Plans
- [ ] Prel. Plans
- [ ] Prel & R.O.W. Plans
- [ ] Prel. Thru Const. Plans

INITIAL CONTRACT CEILING

	Direct Labor	Overhead	Subtotal Direct Labor & Overhead	Net Fee	Subtotal Direct Labor, Overhead, & Net Fee	Direct Expense	Premium Labor	Total Ceiling
Contract will initially be authorized for: **Survey thru Const. Plans**	$ 79,094.00	$ 118,641.00	$ 197,735.00	$ 23,730.00	$ 221,465.00	$ 904.50	$ -	$ 222,369.50

- [ ] (Place X in adjacent box to remove instructions prior to printing.)

Tennessee Department of Transportation
Fixed Fee Worksheet
(8% base plus)

TDOT Department of Transportation

Project Description:

Route: Relocated Thorn GrovePike
Terminl: Midway Road Widening
County: Knox
Consultant: Robert G. Campbell and Assoc., L.P.
Other:

Size of Contract	The smaller the phase(s) of work negotiated in a project specific type contract or the smaller the work order negotiated in an on-call type contract, the higher the additional fixed fee percentage.

	% Additional Fee	Qualifier
☐	0.00	More than $2,000,000
☑	0.50	Less than $2,000,000
☐	1.00	Less than $500,000
☐	2.00	Less than $50,000

0.50

Complexity	The higher the complexity, the higher the additional fixed fee percentage.

	% Additional Fee	Qualifier
☐	0.00	Resurfacing, No Plans Contracts, CEI On-Call Work Orders
☑	0.50	Rural widening project, Freeway widening, New alignment, NEPA, Natural Stream Design, Tech. Studies, CEI Project Specific Contracts, TPR, Bridge Approach Project, Signal Project, Intersection Widening, Standard Geotechnical Investigations and Designs, Railroad Projects, Roadway Lighting and Utility Coordination
☐	1.00	Interchange, Urban widening, ITS, Bridge Design, Retaining wall design or evaluations involving soldier piles or soldier piles with anchor walls, seismic evaluations, and rockfall/landslide designs

0.50

Contract Duration	The longer the duration for the phase(s) negotiated in a project specific type contract or for the work order duration in an on-call type contract, the higher the additional fixed fee percentage.

	% Additional Fee	Qualifier
☑	0.00	less than two years
☐	0.50	from two to four years
☐	1.00	four years or more

0.00

Subcontracting	The less work subcontracted, the higher the additional fixed fee percentage

	% Additional Fee	Qualifier
☐	0.00	More than 40% of Job
☐	0.50	Less than 40% of Job
☑	1.00	Less than 20% of Job

1.00

Overhead	The lower the overhead the higher the additional fixed fee percentage

	% Additional Fee	Qualifier	
☐	0.00	Office Overhead > 200% or	Field (CEI) Overhead > 150%
☐	0.50	Office Overhead > 180% and ≤ 200% or	Field (CEI) Overhead > 130% and ≤ 150%
☐	1.00	Office Overhead > 160% and ≤ 180% or	Field (CEI) Overhead > 120% and ≤ 130%
☑	2.00	Office Overhead > 140% and ≤ 160% or	Field (CEI) Overhead > 110% and ≤ 120%
☐	3.00	Office Overhead > 120% and ≤140% or	Field (CEI) Overhead > 90% and ≤ 110%
☐	4.00	Office Overhead ≤ 120% or	Field (CEI) Overhead ≤ 90%

2.00

Total Fixed Fee = 12.00%

Completed By	Firm	Date
Greg Green, P.E.	Robert G. Campbell and Assoc., LLC	1/2/2025

RLA-16991 **R-25-2-414**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with SCorUSA for road improvements to Hardin Valley Road.
(Engineering and Public Works)

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH SCORUSA FOR ROAD IMPROVEMENTS TO HARDIN VALLEY ROAD.

RESOLUTION: **R-25-2-414**

REQUESTED BY: **ENGINEERING & PUBLIC WORKS**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, SCorUSA plans to develop Legends at Hardin Valley on currently vacant land owned by Steven Corbett located at 10551 Corbett Canyon Way, which will result in an increase of traffic on Hardin Valley Road; and

WHEREAS, as a result of the Development, the existing westbound left turn lane on Hardin Valley Road at Schaeffer Road is required to be extended by 100 feet with an appropriate taper length (the "Project"); and

WHEREAS, Knox County and SCorUSA agree that Knox County will oversee and coordinate the Project and that SCorUSA will reimburse Knox County for all costs generated by the Project, as further detailed in the attached Memorandum of Understanding; and

WHEREAS, the proposed Memorandum of Understanding formalizes the agreement between Knox County and SCorUSA with respect to the Project.

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

The Memorandum of Understanding with SCorUSA for road improvements to Hardin Valley Road is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Memorandum of Understanding with SCorUSA for road improvements to Hardin Valley Road shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

Memorandum of Understanding

Knox County, Tennessee and SCorUSA

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government and **SCorUSA** a *Tennessee limited partnership* with an address of 3706 S Railroad Street, Phenix City, AL 36867*(hereafter "SCorUSA").*

WHEREAS – *due to the ongoing and rapid suburbanization of Knox County, Tennessee which has increased traffic on existing County roadway systems; and*

WHEREAS- *SCorUSA plans to develop Legends at Hardin Valley on currently vacant land owned by Steven Corbett located at 10551 Corbett Canyon Way which will result in an increase of traffic on Hardin Valley Road; and*

WHEREAS- *as a result of the Development, the existing westbound left turn lane on Hardin Valley Road at Schaeffer Road is required to be extended by 100 feet with an appropriate taper length, as reflected on* ***Exhibit A*** *hereto (hereinafter referred to as "The Project") and*

WHEREAS- *Knox County and SCorUSA agree that Knox County will oversee and coordinate The Project as set out below, and that SCorUSA will pay to Knox County certain amounts to go to the total cost of said project as set out below.*

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and SCorUSA hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility coordination and relocations, construction and construction inspections as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
2) SCorUSA will reimburse Knox County for all costs generated by the Project including engineering and design, right of way and easement acquisitions, utility coordination and relocations, construction and construction inspections, as shown on **Exhibit A** attached hereto and incorporated herein by reference pursuant to such construction documents.
3) Schedule and Scope of Payments
    a. SCorUSA will pay 50% of the estimated engineering design and utility coordination costs within thirty (30) days of the execution of the contract between Knox County and the engineering company for those services.
    b. The remaining balance of SCorUSA's contribution to engineering, design and utility coordination costs (100% of the final costs), in addition to 100% of the final costs for right-of-way and easement acquisitions will be paid to Knox County within thirty (30) days of Knox County's acquisition of the last tract on the project.
    c. SCorUSA will pay 50% of the estimated construction costs, including utility relocations and construction inspections, within thirty (30) days of the execution of the contract between Knox County and the contractor.

d. The remaining balance of SCorUSA's contribution to construction, construction inspections and utility relocations (100% of the final costs) will be paid to Knox County within thirty (30) days of the date of the last payment application from the contractor.

4) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.
5) Completion of Work: All work described herein shall be completed prior to the issuance of Certificates of Occupancy on the development.
6) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.
7) Time is of the essence on this Memorandum of Understanding and each and every provision hereof: Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding
8) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.
9) It is understood and agreed by Knox County and SCorUSA that the individual(s) employed by SCorUSA shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and SCorUSA are not partners or joint ventures.
10) SCorUSA 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 this Memorandum of Understanding by SCorUSA, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of SCorUSA, its subcontractors, agents, or employees.
11) The parties may execute this Memorandum of Understanding by way of digital signature and agree that this Memorandum of Understanding, including any digital signature, may be delivered, communicated, received and stored by electronic means and that an electronic record of same shall be deemed to have the same legal effect as an ink-signed executed copy of this Memorandum of Understanding for all purposes.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

SCorUSA

By: _____

Name:

Title:

Date: _____

APPROVED AS TO FORM

By: _____

Name: Knox County Law Director's Office

Date: 2-10-25

Contract #: 25-069

EXHIBIT

tabbies

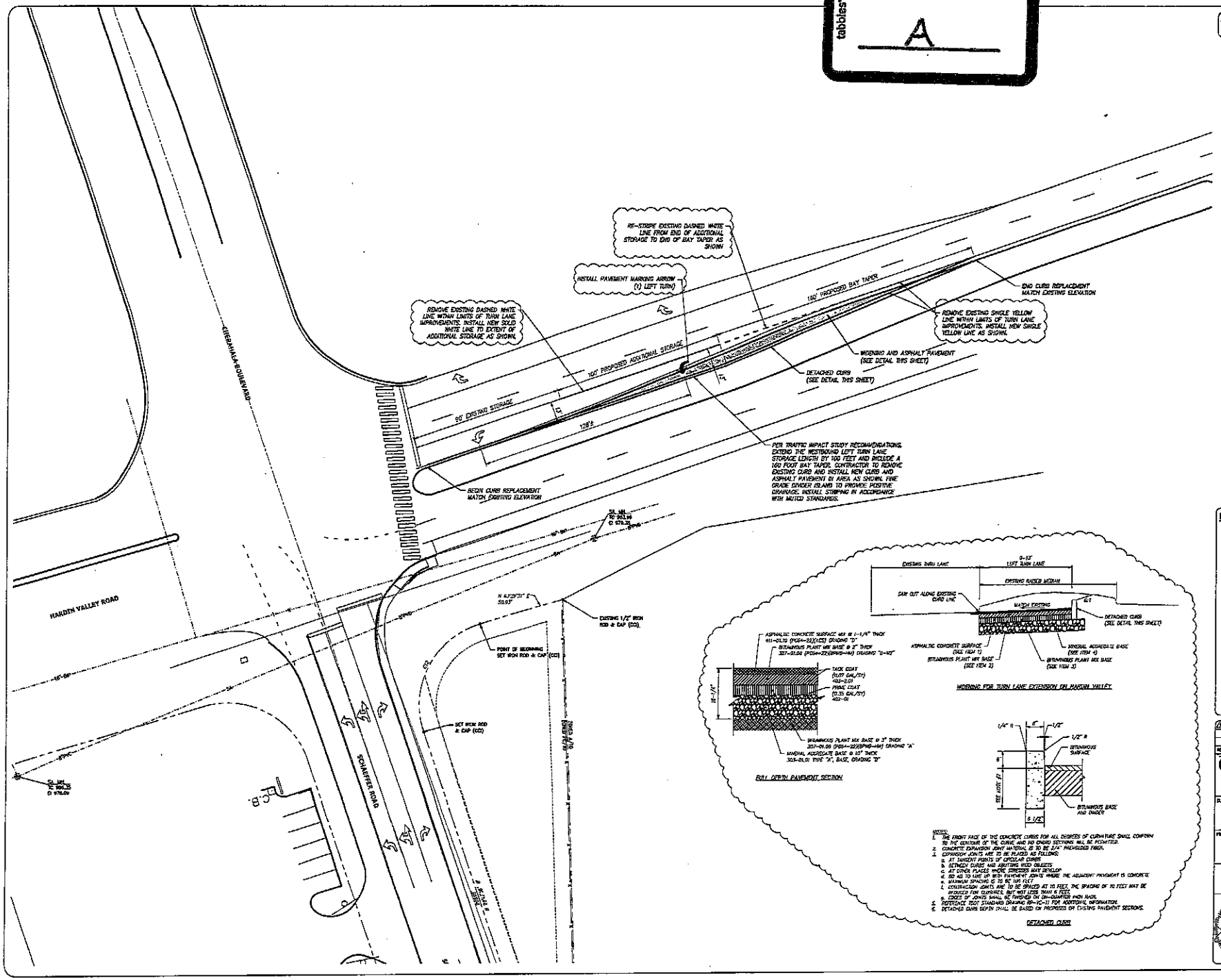
A

NOTES:
1. SEE SHEET 2 FOR APPLICABLE SITE LAYOUT NOTES.

TN STATE PLANE (NAD 83)

SCALE: 1" = 20'

COORDINATES HAVE BEEN DATUM ADJUSTED BY A FACTOR OF 1.0001



LEGEND

- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- EXIST. R.O.W./BOUNDARY
- BUILDING SETBACK LINE
- ZONING LINE
- ACCESSIBLE ROUTE
- DETAIL REFERENCE (DETAIL NO./SHEET NO.)
- NUMBER OF PARKING SPACES
- COORDINATE POINT
- ACCESSIBLE PARKING
- ACCESSIBLE CURB RAMP

⚠ REVISED PER SUBMITTAL TO KNOX COUNTY	08/05/2024
REVISIONS	DATE

CANNON & CANNON INC
ph. 865.670.8555
10075 Investment Drive, Suite 120, Knoxville, TN 37932

OWNER:
SCorUSA MULTI-FAMILY DEVELOPMENT
P.O. BOX 1489
PALMER CITY, FL 34682

PROJECT:
RETREAT AT HARDIN VALLEY
7122 SCHAEFFER ROAD
DISTRICT 6, KNOX COUNTY, TENNESSEE

HARDIN VALLEY ROAD IMPROVEMENTS

LDT/PROJECT NO.	6164-0000
DRAWING DATE	APRIL 22, 2024
PROJECT MANAGER	J. HUNT
DRAWN BY	J. HUNT

JOHN R. HUNT — LICENSED PROFESSIONAL ENGINEER — STATE OF TENNESSEE

4

RLA-17002 **R-25-2-501**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COMMUNITY DEVELOPMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a U.S. Department of Housing and Urban Development (HUD) award in the amount of $2,000,000.00 to fund aging in place home modifications for low-income Knox County senior residents. (No local match required) **(TO BE ADDED)**
(Community Development)

Attachments

Resolution

Terms & Conditions

Addendum

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AWARD IN THE AMOUNT OF $2,000,000.00 TO FUND AGING IN PLACE HOME MODIFICATIONS FOR LOW-INCOME KNOX COUNTY SENIOR RESIDENTS. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-2-501**

REQUESTED BY: **COMMUNITY DEVELOPMENT**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County applied for funding from the U.S. Department of Housing and Urban Development (HUD) under the Older Adults Home Modification Grant Program; and

WHEREAS, Knox County has received notice that it has been awarded the amount of $2,000,000.00 under the grant program to fund aging in place home modifications for low-income Knox County senior residents; and

WHEREAS, Knox County agrees to the terms and conditions set forth by the U.S. Department of Housing and Urban Development (HUD) for receipt of the award.

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

The Knox County Commission hereby approves and authorizes the acceptance of a U.S. Department of Housing and Urban Development (HUD) award in the amount of $2,000,000.00 to fund aging in place home modifications for low-income Knox County senior residents.

BE IT FURTHER RESOLVED, the Assistance Award/Amendment and Terms and Conditions for receipt of the U.S. Department of Housing and Urban Development (HUD) award are hereby adopted and approved in substantive form as presented this date, copies of which are attached to this Resolution and incorporated herein by reference.

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

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

U.S. Department of Housing and Urban Development
Office of Lead Hazard Control and Healthy Homes

Older Adults Home Modification Grant Program
Fiscal Year 2024- Terms and Conditions

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I GENERAL

1. Introduction

1.1. This instrument is governed by 2 CFR Part 200 – "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," which is now called the Office of Management and Budget (OMB) Guidance for Federal Financial Assistance. The OMB Guidance for Federal Financial Assistance streamlines and consolidates government requirements for receiving and using Federal awards to reduce administrative burden and improve outcomes. On April 30, 2024, the OMB made major changes and updates to the OMB Guidance for Federal Financial Assistance. The effective date for the final guidance is October 1, 2024.

1.2. Recipients must review their official award document for additional administrative and programmatic requirements.

a. Assistance Award/Amendment – Form HUD-1044 – The form shall be used by HUD and the recipient to execute the agreement; it shall also be used for changes in key personnel, the award amount, the primary contact/recipient of the quarterly assessment report, terms and conditions, and other identifying information.

b. A copy of the governing body's authorization of an individual to sign the application for assistance and the Assistance Award as the Authorized Representative must be on file in the recipient's office.

1.3. The Grantee and any subrecipients must comply with the applicable terms and conditions outlined below. Also, the Grantee must comply with the separate Office of Lead Hazard Control and Healthy Homes (OLHCHH) Grant Program Policy Guidance applicable to its program, found on the Office's website, www.hud.gov/healthyhomes (specifically, as of the publication of this document, on the Grant Program Policy Guidance page, https://www.hud.gov/program_offices/healthy_homes/lbp/pg).

1.4. By acceptance of the grant award, each recipient (Grantee) agrees to comply with these requirements. Failure to comply with the general terms and conditions in this document and those directly reflected on the official assistance award document may result in enforcement actions outlined in 2 CFR § 200.339 and § 200.340.

2. Overview of Award Implementation

2.1. This instrument reflects the acceptance by HUD of the proposed budget, key personnel and partners, and primary conditions of the applicant's awarded proposal, or any subsequent revision, submitted in response to the Notice of Funding Opportunity (NOFO) for the Department of Housing and Urban Development, OLHCHH Grant Programs for the NOFO indicated on the Form HUD-1044 cover page. A final budget, work plan, and benchmarks will be developed, accepted, and incorporated into the Form HUD-1044 within 60 days of the award notice. As a condition of this grant award, the Grantee and subrecipients, as applicable, agree to submit the following documents:

a. A final negotiated work plan, with deliverables/outcomes measures, prioritization plan, targeted areas of program implementation; and
b. Policies and procedures for how the grant will be administered. Submit the documents listed via the Healthy Homes Grant Management System (HHGMS) within 60 calendar days of the Period of Performance start date (located on the Form HUD-1044).

These revisions will update the general/basic plan submitted with the proposal and include any negotiated changes to the work plan, benchmarks, and budget. A Grantee whose work plan includes conducting activities that physically alter the dwelling or its property, such as modifications considered rehabilitation or repair, will not be allowed to draw down funds before the determination by the appropriate HUD Environmental Officer that the environmental review for the work is satisfactory and HUD approval of working on the property, or the Grantee's receipt of an approved Request for Release of Funds and Certification, as prescribed within section II.40 of this agreement. See OLHCHH Policy Guidance 2008-03 for further details.

NOTE: If the successful applicant does not provide documents in section 2.1 that are satisfactory to the Grants Officer (GO) in a timely manner, including not addressing problems identified, the grant may be terminated based on failure to successfully conclude negotiations or to provide HUD with the requested information, according to the NOFO for which the Grantee applied.

3. Definitions

The following terms and definitions are in accordance with 2 CFR Part 200 and the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, and applicable NOFOs .

3.1. **Allocable Costs** - Defined in 2 CFR § 200.405, are costs that are assignable to a particular Federal award or cost objective if the goods or services involved are chargeable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

a. Is incurred specifically for the Federal award;
b. Benefits both the Federal award and other work of the Grantee and can be distributed in proportions that may be approximated using reasonable methods; and
c. Is necessary to the overall operation of the Grantee and is assignable in part to the Federal award in accordance with the principles in 2 CFR Part 200, subpart E – Cost Principles.

3.2. All activities that benefit from the Grantee's indirect costs, including unallowable activities and services donated by the Grantee or to the Grantee by third parties, will receive an appropriate allocation of indirect costs.

3.3. Any cost allocable to a Federal award or cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms and conditions of the Federal awards, or for other reasons.

3.4. **Allowable Costs** - Defined in 2 CFR § 200.403, are those costs that are:

a. Necessary and reasonable for the performance of the Federal award and are allocable to the Federal award;
b. Conform to any limitations or exclusions set forth herein, in the NOFO, or in the Federal award as to types or amount of cost items;

c. Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the Grantee;
d. Accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
e. Determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 CFR Part 200;
f. Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period;
g. Adequately documented. See also 2 CFR §§ 200.300 through 200.309; and
h. Incurred during the approved budget period.

3.5. Approving Official (also known as "Coordinator") – A Secure Systems administrator who manages the organization's "Users" in Secure Systems. Responsibilities include assigning Secure Systems LOCCS roles to themselves and "Users." Approving Officials will use eLOCCS to re-certify their staff every 3 months, therefore, Approving Officials will also need to register for an ID in Secure Systems like the "Users." For more information, visit eLOCCS Access Guidelines for Business Partners.

3.6. **Assistance Award/Amendment- Form HUD-1044 -** The Form HUD-1044 is used by HUD and the recipient to execute the agreement; it is also used for changes in key personnel, the award amount, the primary contact/ recipient of the quarterly assessment report, terms and conditions, and other identifying information.

3.7. **Authorized Representative or Official** (AR) - The official at the operational level who has the responsibility for the full measure of the mission and the authority to obligate funds to support the grant from the Grantee.

3.8. **Certifying Officer** - The "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act (NEPA) and in statutory provisions cited in 24 CFR §58.1(b), and as defined at 24 CFR §58.2(a)(2). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in 24 CFR §58.5. The Certifying Officer must also:

a. Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
b. Ensure that the responsible entity reviews and comments on all environmental impact statements prepared for Federal projects that may have an impact on the recipient's program.

3.9. **Contract -** Defined in 2 CFR §200.1, is a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award.

3.10. **Contractor** - An entity that receives a contract as defined in 2 CFR §200.1.

3.11. **Direct Costs** - Described in 2 CFR §200.413, are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively

easily with a high degree of accuracy. Typical direct costs chargeable to Federal awards are:

a. Compensation of employees for the time devoted and identified specifically to the performance of those awards;
b. Cost of materials acquired, consumed, or expended specifically for the awards;
c. Equipment and other approved capital expenditures; and
d. Travel expenses incurred specifically to carry out the award.

Any direct cost of a minor amount may be treated as an indirect cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all cost objectives. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost. Refer to the Notice of Funding Opportunity (NOFO) for specific information regarding what constitutes direct costs for your program and any applicable programmatic requirements to which a Grantee must adhere.

3.12. **Disallowed Costs** - Those charges to an award that HUD determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions contained in the award.

3.13. **Equipment** - A tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000. Examples include X-ray fluorescence (XRF) machines, office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

3.14. **Government Technical Representative (GTR)** - The HUD Official who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

3.15. **Grant Award (Federal Award)** - A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

a. Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)), and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;
b. Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.
c. Does not include an agreement that provides only:
    a. Direct United States Government cash assistance to an individual;
    b. A subsidy;
    c. A loan;
    d. A loan guarantee; or
    e. Insurance.

HUD grant agreements consist of the Form HUD-1044 and any special award conditions.

3.16. **Grantee (or Recipient**) A non-Federal entity, usually but not limited to non-Federal entities that receive a Federal award directly from the Federal awarding agency. The term Grantee does not include subrecipients or individuals that are beneficiaries of the award.

3.17. **Grants Officer (GO) -** The official authorized by HUD to execute and/or administer the grant.

3.18. **Guidelines** - Definitions, standards, and information contained in the latest edition of the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing." The Guidelines are incorporated by reference into the grant. See https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

3.19. **Healthy Homes Grant Management System (HHGMS)** - The OLHCHH online data management system that allows the processing of administrative and technical actions, and quarterly reporting among the Grantee, Government Technical Representative, and Grants Officer.

3.20. **HUD -** The U.S. Department of Housing and Urban Development.

3.21. **High Risk Designation** - The designation of the Grantee that may be given by HUD to indicate that HUD will be conducting heightened monitoring of the Grantee's performance as a result of unsatisfactory performance or when a Grantee has not complied with Federal statutes, regulations, including 2 CFR Part 200, or requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions. The "high-risk" designation will stay in place until the corrective actions specified by HUD in the High-Risk Designation Amendment have been addressed to HUD's satisfaction. If the corrective actions are not addressed within the time frame specified, HUD may pursue sanctions as defined in Section II.42 or Suspension and Termination as described in section II.46.

3.22. **Indirect Costs** - Those costs that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost. Indirect costs are generally charged to Federal awards through the development and application of an indirect cost rate (ICR).

Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX of 2 CFR Part 200 as follows:

a. Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)
b. Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

c. Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans
d. Appendix VI to Part 200 - Public Assistance Cost Allocation Plans
e. Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals
f. Appendix IX to Part 200 - Hospital Cost Principles

3.23. **Leverage** - The non-match resources provided by the Grantee in excess of the required match for making a grant fully operational.

3.24. **Line of Credit Control System (LOCCS)** - HUD's primary grant and subsidy disbursement system that handles disbursement and cash management for most HUD grant programs. Organizations and individuals have access to these grants through an internet version of LOCCS called eLOCCS, where Grantees (Business Partners) with appropriate authorization can access, manage, and drawdown against their HUD grant portfolios. For more information, visit eLOCCS Access Guidelines for Business Partners.

3.25. **Modified Total Direct Cost (MTDC)** - All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward more than $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs (2 CFR §200.1).

3.26. **Must (or Shall)** - A mandatory requirement of the Terms and Conditions in association with the Form HUD-1044 for the grant.

3.27. **Notice of Funding Opportunity (NOFO)** - The announcement of the availability of funding for an award.

3.28. **Non-Federal Entity** - A state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out an OLHCHH award as a Grantee or subrecipient.

3.29. **OLHCHH** - The U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes.

3.30. **Partner** -A subgrantee or contractor that has an arrangement in which skills, services, or resources are shared in accordance with the partnership agreement to meet the goals of the grant.

3.31. **Pass-Through Entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

3.32. **Period of Performance (POP)** - The total estimated time interval between the start of an initial OLHCHH award and the planned end date, which may include one or more funded portions, or budget periods.

3.33. **Publication** includes:

a. Any document containing information for public consumption; or
b. The act of, or any act which may result in, disclosing information to the public.

3.34. **Responsible Entity** means:

(i) With respect to environmental responsibilities under programs listed in §58.1(b)(1), (2), (3)(i), (4), and (5), a recipient under the program.

(ii) With respect to environmental responsibilities under the programs listed in §58.1(b)(3)(ii) and (6) through (12), a state, unit of general local government, Indian tribe or Alaska native village, or the Department of Hawaiian Homelands, when it is the recipient under the program. Nonrecipient responsible entities are designated as follows:

(A) For qualified housing finance agencies, the state or a unit of general local government, Indian tribe or Alaska native village whose jurisdiction contains the project site;

(B) For public housing agencies, the unit of general local government within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state;

(C) For nonprofit organizations and other entities, the unit of general local government, Indian tribe or Alaska native village within which the project is located that exercises land use responsibility, or if HUD determines this infeasible, the county, or if HUD determines this infeasible, the state.

3.35. **Should** - The best practices or recommended approach of the terms and conditions in association with the Form HUD-1044 for the grant.

3.36. **Standard Form-424 (SF-424)** - The application for Federal assistance programs required by discretionary grant programs.

3.37. **Subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. A subgrantee is the recipient of a subaward, while a contractor is the recipient of a contract for the purpose of obtaining goods and services for the non-Federal entity's own use.

3.38. **Subrecipient or Subgrantee** - An entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

3.39. **Third-party In-kind Contributions** - The value of non-cash contributions (i.e., property or services) that:

a. Benefit a Federally-assisted project or program; and
b. Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Third-party in-kind contributions may be a source of match funds.

4. Federal Funding Accountability and Transparency Act (FFATA) of 2006

4.1. The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires disclosure of all entities and organizations receiving Federal funds through a single publicly accessible website, USASpending.gov, which includes information on each Federal financial assistance award and contract over $30,000, including such information as:

a. The name of the entity receiving the award
b. The amount of the award
c. Information on the award including transaction type, funding agency, etc.
d. The location of the entity receiving the award
e. A unique identifier of the entity receiving the award
f. Names and compensation of highly compensated officers (as applicable)

4.2. Grantee Reporting - Recipients are required to report subawards on the Federal Subaward Reporting System (FSRS) website www.FSRS.gov.

4.3. Prime financial assistance awardees receiving funds directly from HUD are required to report subawards and executive compensation information both for the award and subawards, where both the initial award is $30,000 or greater or the cumulative award will be $30,000 or greater if funding incrementally as directed by HUD in accordance with OMB guidance. The reporting of award and subaward information is in accordance with the requirements of the FFATA, as amended by section 6202 of Public Law 110-252, and OMB Guidance issued to the Federal agencies on September 14, 2010 (75 FR 55669) and in OMB Policy Guidance. The prime awardee will have until the end of the month plus one additional month after a subaward is obligated to fulfill the reporting requirement. For more information on FFATA Reporting visit FSRS, USASpending.gov, and HUD's Grants Information webpage.

5. English Language

The English language will be used in the Terms and Conditions as defined in 2 CFR §200.111:

5.1. All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

5.2. Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees, who are working on the Federal award, are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

6. **Code of Conduct**

6.1. Code of Conduct for OLHCHH Grant Programs - All OLHCHH Grantees, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of

conduct) for procurements that meet all requirements in 2 CFR §200.318(c) regarding conflicts of interest. Each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization's code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in HUD's Code of Conduct e-library. Applicants can check the code of conduct list at Code of Conduct for HUD Grant Programs to confirm if HUD has determined their code of conduct complies with 2 CFR §200.318(c)(1). HUD does not collect or review state codes of conduct for compliance with 2 CFR §200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR §200.317.

6.2. Conflict of Interest (COI) - As defined by 2 CFR §200.112, means the non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

6.3. Other Conflicts of Interest - In all cases not governed by 2 CFR §200.317 and §200.318(c), all recipients and subrecipients must comply with the conflict-of-interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict-of-interest requirements apply in all cases not governed by 2 CFR §200.317 and §200.318(c):

a. General prohibition - No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themself or for those with whom the individual has immediate family or business ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

b. Exceptions - HUD may grant an exception to the general prohibition in paragraph I.6.3.a, upon the recipient's written request and satisfaction of the threshold requirements in paragraph I.6.3.c, if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effects of the factors in paragraph I.6.3.d.

c. Threshold Requirements for Exceptions - HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been a public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.

d. Factors to Be Considered for Exceptions - In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph I.6.3.c, HUD will consider the cumulative effect of the following factors,

where applicable:

(i) Whether the exception would provide a significant cost-benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph I.6.3.a.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict. Any other relevant considerations.

Important: Recipients must disclose in writing any potential conflict of interest to HUD promptly upon discovery.

7. Determining Subrecipient or Contractor Classification

Determining subrecipient or contractor classification as defined by 2 CFR §200.331 means the non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. Please note that a non-Federal entity partner to the prime recipient cannot operate as both a contractor and a subrecipient on the same award.

8. Procurement Standards

Procurement refers to the process of selecting contracts, and establishing price and terms to acquire goods and services. Recipients must follow the procurement standards articulated in 2 CFR 200.

8.1. States must follow the same policies and procedures it uses for procurements from its non-Federal funds. States must comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327.
8.2. All other non-Federal entities, including subrecipients of a state, must follow the procurement standards in §§200.318 through 200.327.
   a. As required by §200.327, and Appendix II of Part 200 which the section cites, and which cites Executive Order 11246, "Equal Employment Opportunity," recipients performing or having subrecipients or contractors at any tier perform, Federally assisted construction contracts (i.e., including work that includes rehabilitation or repair of buildings, or improvements to real property, and supervision, inspection, and other onsite functions incidental to the actual construction) under their award shall comply, in implementing their agreement, with, in the Department of Labor's equal employment opportunity regulations at 41 CFR, section 60-1.4, Equal Opportunity Clause, subsections (b) through

(e) (with definitions in section 60-1.3), and excepting such contracts up to $10,000 (as per section 60-4.1), with section 60-4.2, Solicitations.

Please see Policy Guidance Number - 2017-04 for additional guidance.

9. Build America, Buy America (BABA) Act

Grantees must comply with the Build America, Buy America (BABA) Act procurement requirements and implementing guidance available on HUD''s dedicated webpage (BABA | HUD.gov / U.S. Department of Housing and Urban Development (HUD)). This site provides a comprehensive collection of proposed, currently effective, and expired waivers (as they become available) of the Build America, Buy America Act's domestic content procurement preference as applied to HUD's Federal Financial Assistance programs.

10. Davis-Bacon Wage Rates.

The Davis-Bacon wage rates are not applicable to these programs. However, if you use grant funds in conjunction with other federal programs, Davis-Bacon requirements may apply to the extent required under the other federal programs.

11. Waste, Fraud, Abuse, and Whistleblower Protections

HUD and its grantees and contractors are required to comply with the provisions of 41 U.S.C. § 4712, which protects employees of HUD contractors, subcontractors, grantees, subgrantees, personal services contractors and certain program participants from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants.

Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to the HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form (Hotline Form | Office of Inspector General, Department of Housing and Urban Development (hudoig.gov). (also see HUD Whistleblower (hudoig.gov))

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Grantees must comply with 20.3. 41 U.S.C. § 4712, which includes informing their employees in writing of their rights and remedies, in the predominant native language of the workforce.

Federal Procurements entered into after July 1, 2013, are required to include Federal Acquisition Regulation (FA R) clause 52.203-17 if they are above the simplified acquisition threshold. This clause requires contractors to inform their employees of their whistleblower rights and protections in writing.

12. Freedom of Information Act (FOIA).

HUD makes frequently requested materials, including information on the highest-scoring funding grant applications available on its Freedom of Information Act (FOIA) website (Frequently Requested Materials FOIA HUD.gov). To avoid disclosure of PII, proprietary information, business confidential information, or other content that should not be disclosed to the public, HUD will only post applications redacted pursuant to FOIA. Those recipients who receive the highest score in each competition must provide a redacted version of their applications within thirty (30) days of notification from HUD that they submitted the highest-scoring application. If multiple applicants receive the same score, all of them will be asked to submit redacted applications. When submitting a redacted version, recipients may black out information that would be considered trade secrets and commercial or financial information and the

information is privileged or confidential, as provided in 5 U.S.C. 552(b)(4), should the information be disclosed to the public. HUD will take the recipient's proposed redactions under advisement when determining what information should be released to the public. Please direct questions regarding specific reporting requirements to the point of contact listed in Section VII. Agency Contact(s), below.

II PROGRAM REQUIREMENTS

10. Administrative Costs

LBPHC, LHRD, and other grants awarded under section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing Community Development Act of 1992, Public Law 102-550): Administrative costs may not exceed 10 percent of the Federal lead grant award. Administrative costs are defined as overhead costs and costs of general management, oversight, and coordination. Administrative costs include all allowable and allocable direct administrative costs (costs for the general management, oversight, and coordination of the grant – i.e., program administration and indirect (F&A) cost (defined in 2 CFR §200.414)). During negotiations, the Grantee's Authorized Official and Fiscal Officer must certify administrative costs and complete the Standard Form 425 Part 3 Financial Reporting (Administrative Cost Summary).

Notwithstanding any administrative cost limits provided in a statute, regulation, or the applicable NOFO, an indirect cost rate that is no greater than the approved rate negotiated with the applicant's Federal cognizant agency for indirect costs shall be used.

See Policy Guidance Number 2015-01

1. Administrative Requirements

For all Grantees, awards will be governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and these grant provisions.

2. Advance Payment by Treasury Check or Electronic Funds Transfer

2.1. Advance payments by the Treasury electronic funds transfer are authorized under this grant. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the startup activities of this agreement and as agreed to by the GO.

2.2. In accordance with 2 CFR §200.305, "Federal payment," to the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

a. The non-Federal entity receives less than $250,000 in Federal awards per year.
b. The best reasonably available interest-bearing account would not be expected to earn interest over $500 per year on Federal cash balances.

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

2.3. Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements or fail to provide any required progress report on time, the authorization for advance one-time payment may be revoked. The Grantee may then be required to finance the project with its working capital, and payment to the Grantee may be made by Treasury check or electronic funds transfer, at HUD's discretion, to reimburse the Grantee for actual cash disbursements.

3. Cost Reimbursement

This is a cost-reimbursement award. Except as described in Section 3, "Advance Payment by Treasury Check or Electronic Funds Transfer," the Grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the Form HUD-1044, Assistance Award/Amendment. In the event the Grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the Grantee. HUD shall reimburse the Grantee for costs incurred in the performance of this award which is determined by the GTR/GO to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as permitted by 2 CFR Part 200 subpart E.

4. Amendments

The Grant may be modified at any time by written amendment. Amendments that reflect the rights and obligations of either party shall be executed by both HUD (through the GO) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the GO.

See OLHCHH Policy Guidance 2013-03.

5. Budget

5.1. The Grantee shall incur eligible costs in conformance with the final negotiated budget. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

5.2. In addition to the general requirement that any costs incurred are allowable as described in section I.3.4, Grantees must also ensure that cost following OAHM program specific allowability requirements below.
a. Program Operations - Program Operation costs are program implementation, management, and oversight activities that are directly attributable and specifically identified with this grant. All costs must be reasonable and clearly detailed. Examples of costs may include but are not limited to the following:

i. Staff and contractor recruitment
ii. Salaries and wages for direct hires or contractors working directly on activities supported by this grant
iii. Fringe benefits for direct hires working directly on activities supported by this grant. Fringe benefits are allowable as a direct cost in proportion to the salary

charged to the grant, to the extent that such payments are made under formally established and consistently applied organizational policies.

iv. Program marketing/advertising and printing
v. Procurement of materials and supplies for program administration. Materials and supplies are defined as tangible personal property other than equipment, costing less than $10,000. Materials and supplies that are necessary to carry out the project are allowable as prescribed in 2 CFR §200.453.
vi. Local travel

b. Information Technology and IT Services - Costs are directly attributable to tracking service activities and collecting program monitoring data. Examples of such costs may include but are not limited to the following:
    i. Procurement and maintenance of database and other tools
    ii. Information technology consulting services

c. Client Intake, Assessment, and Reasonable Accommodations - Costs directly attributable to activities that ensure the client's needs and goals are fully understood and that they get the maximum benefit from the program to address their needs and goals. Examples of such costs may include but are not limited to the following:

    i. Assistance to the client in locating proof of eligibility
    ii. Fees to use standardized assessment tools
    iii. Occupational therapist services
    iv. Registered nurse services (only if required by evidence-based model) as described in section I.A., Background, which do not include medical treatment. Examples of registered nurse services are assessing a client's goals related to pain, depressive symptoms, medication use, strength, and balance, and facilitating communication with a primary care practitioner.
    v. Social worker services
    vi. Translation services (limited English proficiency)
    vii. Development of a list of resources to refer the client to, which will address needs outside of the scope of this program.
    viii. Any costs associated with providing a reasonable accommodation for a beneficiary with a disability or a potential beneficiary applying to participate in the program.
    ix. Any costs associated with ensuring effective communication with applicants and beneficiaries with visual, hearing, speech, and other communication-related disabilities.

d. Home Modifications and Adaptive Equipment- Costs that are directly attributable to the implementation of recommended home modifications and adaptive equipment specified by the Occupational Therapist (OT), OT Assistant, or Certified Aging in Place Specialist operating under the supervision of the OT based on the interview and assessment of the client and home environment. Examples of such costs may include but are not limited to the following:
    i. Procurement of equipment associated with the home modification. Equipment means tangible nonexpendable personal property charged directly to the grant, having a useful life of more than one year and an acquisition cost of $10,000 or less, however, procurement of equipment with unit cost in excess of $10,000 is allowable if prior written approval is obtained from HUD.

ii. Procurement of adaptive equipment, materials, and supplies associated with the home modification. Materials and supplies are defined as tangible personal property other than equipment, costing less than $10,000. Materials and supplies that are necessary to carry out the project are allowable as prescribed in 2 CFR § 200.453.
iii. Costs associated with making a specific home modification or adaptive equipment accessible for a beneficiary with a disability.

e. Professional Development - Costs directly attributable to activities that are intended to improve the organization's ability to ensure high-quality program outcomes and to share information about the program with industry groups. Examples of such costs may include but are not limited to the following:
   i. Certification and/or training in aging in place or related areas, including travel costs and training fees.
   ii. Peer group conference registration and travel (requires prior approval by HUD).

5.3. The signed SF-425 Financial Status Report shall be submitted quarterly to the GTR via the HHGMS reporting system by attaching the report to the corresponding quarterly report as specified in section II.37, Project Management. A Final Report (along with a final SF-425) is due no later than 120 days after the end of the period of performance. See section II.9, Closeout, regarding the holdback of 5% of the Federal amount pending the receipt and approval of the Final Report. The Final Report should detail the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (Federal and match amounts).

6. Certifications and Assurances

6.1. The certifications and assurances submitted in the Grantee's application are incorporated into this award document. These include, but are not limited to:

a. Standard Form 424 (SF-424), Application for Federal Assistance
b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
c. Applicant/Recipient Disclosure Update Report (HUD-2880)
d. Certification of Consistency with the Consolidated Plan (HUD–2991)

7. Prior Approval Requirements (Changes to Award Agreement)

7.1. In accordance with 2 CFR §200.308, as applicable, Grantees/recipients and subgrantees must obtain prior approval from HUD whenever any changes are anticipated to include the following:

a. Purchase of equipment over $10,000.
b. Any revision of the scope or objectives of the project (e.g., change in the target area(s), intervention methods, institutional review board approval to be obtained, interim or final benchmarks, numbers of environmental reviews to be completed, housing units to be treated, number of people to be trained) regardless of whether there is an associated budget revision.
c. Any scope of work for a single unit projected to cost more than $5,000 for modifications must receive prior approval in writing from the GTR.
d. Request to extend the period of performance/availability of funds.

e. Any revisions to the budget must be approved by the GTR. Budget revisions that are 10% or more of the total budget as last approved by HUD must be approved by the GO in concurrence with the GTR.
f. Changes in the approved cost-sharing or matching provided by the Grantee.
g. Changes in key personnel as specified in an application or a grant award.
h. Contracting out, sub-granting (if authorized by law), or otherwise obtaining the third party (e.g., vendors) to perform activities that are central to the purposes of the award
i. Any international travel that is required to meet the goals and objectives of the grant.
j. The transferring of a grant to another entity/organization. This requires notifying the GTR for involvement in the transferring process. The Grantee must submit a request and receive written approval from the GO via a Form HUD-1044 amendment. Failure to receive written approval may result in sanctions, suspension, or termination of the grant. See section II.41 and 45, "Sanctions" and "Suspension and Termination."

See OLHCHH Policy Guidance 2013-03

8. Closeout

8.1. The Grantee shall provide the closeout documentation to the GTR within 120 days after the end of the performance period, consisting of the following elements:

a. The Final Report should detail the progress made in achieving the purpose of the grant or cooperative agreement and adequate documentation of the total funds expended in support of the activities to achieve this purpose.
b. The final breakdown and justification of budget categories including direct costs, administrative costs, match/cost-share, and indirect cost rate, if applicable.
c. The Final Part 3 Report from HHGMS online quarterly reporting system.
d. The final Federal Financial Status Report (SF-425).
e. The final invoice for incurred expenses (all budget expenses reported in the SF-425, LOCCS, and placed in HHGMS must match before the grant can be closed out).
f. The final quarterly reporting into the HHGMS on-line quarterly reporting system (only if additional housing units were completed and cleared during the closeout period).
g. Signed statement by the Authorized Official that the HHGMS award page reflects all fiscal draws, balances, administrative burden, and benchmark counts that are claimed in the Final Report submitted, including confirmation if match commitment was met by listing the source and amount.

8.2. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and U.S.C §1701u ensure that employment and other economic opportunities generated by the Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR part 75. The Grantee must report its Section 3 activities within the HHGMS. More information can be found on HUD's website.

8.3. HUD reserves the right to withhold five percent (5%) of the Federal award amount pending the receipt and approval of the Final Report (with supporting documentation).

8.4. HUD will notify the Grantee in writing when the grant is closed. After the grant is closed, the Grantee must comply with 2 CFR §200.345 "Post-closeout adjustments and continuing

responsibilities." The Grantee has the following areas of continuing responsibility after closeout of award:

a. Records and materials must be kept in a safe place and be accessible to HUD, auditors, and other government officials for at least 3 years from the date of submission of the final expenditure report. This requirement also extends to all sub-grants/subawards and subcontracts the Grantee has executed for over $10,000.
b. Accountability for property continues if the Grantee holds the property, or for the period established by the award document. Disposal of property must be in accordance with 2 CFR §200.310-§200.316. See section 35, Program income, regarding the use of those funds.
c. The Grantee must return any funds due to HUD as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
d. The Grantee must comply with 2 CFR Part 200 subpart F - Audit Requirements.
e. The Grantee must notify the GTR and GO if at any time during the three years after the period of performance, the Grantee's organization is discontinued or changes location. The GTR and GO shall be notified immediately of the new address or the address of the party retaining all records.

See OLHCHH Policy Guidance 2020-06

9. Conduct of Work

9.1. During the period of performance of this grant, the GTR shall be responsible for monitoring the technical effort of the Grantee. The Grantee must allow and fully cooperate with both remote monitoring requests and on-site monitoring visits. Failure to comply with a request associated with remote and on-site monitoring within a reasonable timeframe (determined by the GTR or GO) may result in "high risk" designation, suspension, or termination of the grant. See section 45, Suspension and Termination.

9.2. The Grantee or subgrantee shall not engage in any unethical activities during the grant period of performance. See section 6, Code of Conduct. If HUD decides that the Grantee or subgrantee has engaged in unethical activities, the Grantee or subgrantee will be subject to "high risk" designation or suspension until the activities have ceased and assurance acceptable to HUD is given that no further activities will occur. HUD may also take enforcement action under 2 CFR §200.339.

9.3. Mandatory Disclosure Requirements - The Grantee and subgrantee must promptly disclose in writing to HUD, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make disclosures can result in any of the remedies described in §200.339. Actions taken are subject to section 45, Suspension and Termination.

10. Collection of Data

10.1. The collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501-3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained before the use of the survey instrument. Also, the approval time may considerably lengthen the time required for the completion of the proposed project. The Grantee should consider

requiring the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

a. The Grantee is conducting the collection of information at the specific request of HUD; or
b. The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. If the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

11. **Cooperation with HUD-Sponsored Research and Evaluation**

11.1. The Grantee shall cooperate fully with any research or evaluation sponsored by HUD, or another government agency associated with this grant program, including preservation of project data and records and compiling requested information in formats provided by the researchers, evaluators, or HUD. This also may include the compiling of certain and relevant local demographic, dwelling unit, and participant data not contemplated in the original proposal. Participant data shall be subject to the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA and the Privacy Rule can be found at https://www.hhs.gov/hipaa/index.html

12. Contact Information Updates

12.1. The Grantee must inform the GTR within 30 days of any changes in contact information, including the organization's name, address, telephone number, e-mail address, and key personnel or Authorized Official change.

13. Copyrights

13.1. HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, subaward, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or subgrantee or a contractor purchases ownership with award funds.

13.2. Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures.

14. Direct Costs

14.1. Direct costs as defined in 2 CFR §200.413 and these terms and conditions are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

14.2. OLHCHH Policy Guidance, "PGI-2015-01-Clarification of Costs for LHRD and LBPHC Grant Programs," clarifies program costs, administrative costs, direct costs, and indirect costs for Lead-Based Paint Hazard Control (LBPHC) grants and Lead Hazard Reduction Demonstration (LHRD), Healthy Homes and Weatherization Cooperation Demonstration (HHWCD), Older Adult Home Modification Program (OAHMP), and Radon Testing and Mitigation in Public Housing (RTMPH) grants.

15. Disputes

15.1. During the performance of the grant, disputes may arise between the Grantee and the GTR, or between the Grantee and the GO. If a dispute with the GTR arises, the Grantee may solicit the assistance of the GO in resolving the dispute, and/or may appeal the determination by the GTR to the GO.

15.2. If a dispute with the GO arises, or if the Grantee has appealed a decision by the GTR to the GO, the GO shall prepare a final decision, considering all facts and documentation presented. The decision shall be in writing to the Grantee.

15.3. If the Grantee disagrees with the final decision by the GO, the Grantee may appeal the decision to the Director, Grants Services Division, OLHCHH. If the Grantee wishes to submit a second appeal, the Grantee may appeal to the Deputy Director, OLHCHH. If the Grantee disagrees with the appellate decision of the Deputy Director, the Grantee may appeal to the Director, OLHCHH for a final decision.

16. Estimated Cost and Payment – Line of Credit Control System (LOCCS)

16.1. The Grantee shall be reimbursed for allowable costs incurred in the performance of work under this grant in an amount not- to- exceed "Total HUD Amount" on the Form HUD-1044.

16.2. Line of Credit Control System (LOCCS) is HUD's primary grant disbursement system. Grant disbursements are facilitated via the Internet through the eLOCCS system. Grantees (Approving Officials and Users) are required to gain access to Secure Systems prior to accessing eLOCCS since it serves as an internet gateway between the public and the internal eLOCCS application.

16.3. It is imperative that Grantees thoroughly review eLOCCS Access Guidelines for Business Partners to obtain all the information needed to obtain a Secure Systems user identification (user ID) and complete the eLOCCS registration process.

16.4. Access of authorized personnel to the eLOCCS system is for official use only and the system user ID issued and the subsequent created password by the authorized personnel are to be used solely in connection with the performance of their official responsibilities as a Grantee and may not be used for personal or private gain. eLOCCS users shall not share Secure Systems user IDs or passwords. If user IDs or passwords are found to be shared, access will be terminated. See Information Technology Security Policy: HUD Handbook 2400.25 REV.5.0.

16.5. The Grantees (including new and reinstated Users) will need to complete the HUD-27054E form. The form will need to be notarized and sent as an encrypted email to the assigned GO. Password protected forms are not acceptable. Grantees who are adding Lead-Based Paint Abatement Program to their existing authorizations do not need to have the HUD 27054E

notarized.

16.6 The Grant Officer must review the form and validate that the Grantee is the correct official accessing the grant, and program area request(s) are accurate. The Grant Officer signs and dates the Form HUD-27054E LOCCS Access Authorization Form acknowledging the review and authorization. The grantee must email (Encrypted) the notarized Form HUD-27054E LOCCS Access Authorization Form to the OLHCHH_Grantee_eLOCCS@hud.gov mailbox and Grant Officer for review. Before receiving funds from HUD, the Grantee must also designate a financial institution for HUD to make direct deposit payments through the ACH system. The Grantee must fill out the SF-1199a and email the completed form to your assigned Grant Officer. Please include your grant number and your organization's legal name in the subject line of all emails to your Grant Officer, Government Technical Representative and OLHCHH_Grantee_eLOCCS@hud.gov.

16.7. The Grantee shall submit to the GTR via the Healthy Homes Grants Management System (HHGMS) the supporting documents (voucher) related to reimbursements requested for work performed. The voucher must be supported by a detailed breakdown of the cost(s) claimed. Grantees are to use the Part 3 – Financial Reporting in accordance with OLHCHH Policy Guidance PGI 2015-02, "Line of Credit Control System (eLOCCS) Reimbursement Procedures". If a Grantee has any questions with this procedure, the individual should contact the assigned GTR.

16.8 Funds advanced to the Grantee shall be maintained in an interest-bearing account. Any interest over $500.00 earned by the Grantee because of the advanced funds shall be promptly returned to HUD by check. Below are the 3 different ways funds can be returned to the Fort Worth Accounting Center:

1. A check, money order, or cashier's check along with correspondence (including the grant number where the funds should be returned) can be sent to the below HUD lockbox address:

   Payee's Name on the Negotiable Instrument: HUD-FAD Collections Ft Worth
   Lockbox Mailing Address: US Bank
   HUD-FAD Collections Ft Worth
   PO Box 6200-05
   Portland, OR 97228-6200

2. Your bank can send us a wire-see table below:

Bank	Federal Reserve Bank of NY
Bank Address	33 Liberty St., New York, NY 10045
ABA Routing Number (Treasury Department Code)	021030004
Account Number (Agency Location Code)	86011101
Beneficiary Code	D
Account Holder	U.S. Department of HUD (Ft. Worth, TX)
Memorandum/Third Party Information	Grant Name: Grant Number: Attn: HUD OLHCHH Memo: $$$ (enter dollar amount being wired) and State: Drawn on ineligible activity to line of credit

3. **Use pay.gov. From link: https://www.pay.gov/public/form/start/76749239.** To use this link, the amount must be more than $100.00. *This link references an ONAP grant repayment but, the other grant program repayments can also use this link*. Please note that the grant number field must be 11 characters long with no dashes in the number. Normal time span for processing funds returned to the line of credit: 10 – 15 days.
The Grantee may retain up to $500.00 of interest earned per Grantee's fiscal year for administrative expenses (2 CFR §200.305(b)(9)).

16.8. State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA, http://www.fms.treas.gov/cmia/ as it pertains to interest).

17. Equipment

17.7. The following equipment is allowable, in accordance with the OLHCHH NOFO for the applicable grant program, to be acquired for the performance of this grant:

a. X-Ray Fluorescence (XRF) instruments purchased with Federal funds for use in the OLHCHH Grant programs will remain the property of the Grantee under the conditions cited in 2 CFR §200.313, as applicable.
b. Leasing Motor Vehicles must be used by the Grantee in the program or project for which it was acquired for as long as needed and must not encumber the property without prior approval of the OLHCHH in accordance with 2 CFR §200.313(c).

18. Flow Down Provisions

18.7. If the Grantee subawards funds under this agreement with an entity to perform work under this award, the Grantee shall include in the subaward agreement these terms and conditions and any other provisions as may be necessary to ensure that the subgrantees or subrecipients comply with the requirements of the grant.

18.8. In accordance with 2 CFR §200.329, Monitoring and Reporting Program Performance, Grantees are responsible for oversight of the operations of the Federal award supported activities. Grantees must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are achieved. Monitoring

by the Grantee must cover each program, function, or activity. See also 2 CFR §200.332 – Requirements for Pass-Through Entities.

19. Single Audit Reporting Requirements

Under 2 CFR Part 200, subpart F – Audit Requirements, a single or program specific audit must be conducted each fiscal year for non-Federal entities that expend more than $1,000,000 in Federal awards and submitted to the Federal Clearing House System as a requirement under the Single Audit Act of 1984 (as amended in 1996). Grants may be placed on "high risk" designation, suspended, or terminated for failing to submit the Single Audit Report. See section II.45, Suspension and Termination. The website for the Single Audit Report submission is https://harvester.census.gov/facweb/

20. **HUD's Right to Audit and Disallow Cost and Recover Funds**

20.7. The Government reserves the right to recover and recapture any funds that were not expended in accordance with the terms and conditions of this agreement based upon HUD review, the final audit, a monitoring site visit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency for audit (2 CFR §200.1) has already conducted one.

20.8. Access to Records of Grantees and Subgrantees – HUD, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, shall have the right to access any books, documents, papers, or other records of Grantees and subgrantees that are pertinent to the grant, to conduct audits, monitoring visits, and examinations.

20.9. Later Disallowances and Adjustments - the closeout of a grant does not affect:

a. HUD's right to disallow costs and recover funds based on a later audit or another review (2 CFR §200.345).
b. The Grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustment (2 CFR §200.345).
c. Record Retention and Access requirements in 2 CFR Part 200, subpart D – Post Federal Award Requirements, §200.334-§200.337.
d. Property management and disposition requirements in 2 CFR §200.310 – §200.316
e. Audit requirements in CFR Part 200, subpart F – Audit Requirements.
f. The ability of HUD to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

21. Incurrence of Costs

The Grantee can incur costs for activities beginning on the period of performance start date on the Form HUD-1044. Any costs incurred before the date are not allowable costs unless specifically authorized in writing by the GO with the concurrence of the GTR.

22. Indirect (F&A) Cost Rate

22.7. The Grantee may recover indirect costs in one of following manners:

a. To recover indirect costs related to Federal awards, organizations must negotiate an indirect cost rate (ICR) with the cognizant Federal agency for indirect costs and present the negotiated and active ICR agreement to HUD.
b. A recipient other than a state, local, and tribal governments may elect to utilize a 15% de minimis indirect cost rate of modified total direct costs (MTDC). This rate may be used indefinitely until they choose to negotiate for a rate. No documentation is required to justify the 15% de minimis rate. If they have a Federally negotiated ICR, they must utilize that rate.
c. State, local, and tribal governments may elect to utilize a 15% de minimis indirect cost rate of modified total direct costs (MTDC) only if they receive less than $35 million in direct Federal funding per year and they do not have a current negotiated rate (including provisional rate). No documentation is required to justify the 15% de minimis rate. If they receive less than $35 million in direct Federal funding per year and they have developed and maintained an ICR proposal, they may use that indirect cost rate. If they receive over $35 million in direct Federal funding per year, they must obtain a negotiated ICR to recover indirect costs.

22.8. If the Grantee elects to use the 15% de minimis rate, this methodology must be used consistently for all Federal awards until the Grantee entity chooses to negotiate for a rate, which the Grantee may apply to do at any time. As described in 2 CFR §200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both.

22.9. In Category 10, the Indirect Costs on the HUD-424-CBW, the Grantee shall enter the Federally negotiated ICR or the de minimis rate of 15%. The Grantee must then apply the appropriate ICR and base (MTDC) to calculate the total estimated indirect cost for the grant. Therefore, in Category 10: Rate x Base = Estimated Cost.

23. Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR.

24. Key Personnel

24.7. The Program Manager must commit at least 50% of their time to grant awards. Before diverting any of the specified individuals to other work, to include reductions in the allocation of time spent on the grant by any of the key personnel, the Grantee shall notify the GO and the GTR reasonably in advance in writing, and shall submit justification (including proposed substitutions with the qualifications and experience of the substitute personnel) in sufficient detail to permit evaluation of the impact on the work effort and quality.

24.8. At a minimum, HUD requires a current resume detailing the individual's experience as it relates to the position being sought. All changes to key personnel (except upon the death of such personnel) must be approved by the GTR in advance and may be denied in writing. No diversion shall be made by the Grantee without the prior written consent of the GO. The day-to-day Program Manager must be experienced in occupational therapy, housing rehabilitation, aging in place modifications, or other work related to the project. The Program Manager must have demonstrated project management experience and must dedicate at least 50 percent of his/her time for the proposed project. It is expected that the Program Manager and any support staff will have all necessary certifications and experience for the job

descriptions for the position.

25. Liability Insurance

25.7. Costs of insurance required or approved and maintained, under the Federal award, are allowable. Costs of other insurance in connection with the general conduct of activities are allowable subject to limitations. See 2 CFR §200.447.

25.8. Medical liability (malpractice) insurance as defined by 2 CFR §200.447, "Insurance and indemnification," is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on how the insurer allocates the risk to the population covered by the insurance.

26. Limitation on Consultant Payments

26.7. Consultants may not be paid or provided reimbursement for payment, whether retained by the Federal government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate for the current Federal pay year in which the consultant performs services under the grant.

a. Hourly Pay Limitation – Consultants may not be paid for any one hour an amount of pay that exceeds the hourly rate for GS-15, step 10. An hourly rate is computed by dividing the annual GS-15, step 10, base pay rate by 2,080 hours to find the hourly rate of pay.

26.8. Consultants retained for technical assistance on the grant must provide documentation that they are providing valuable and pertinent advice generally drawn from a high degree of broad administrative, professional, or technical knowledge or experience.

27. Limitation Payments to Influence Certain Federal Transactions

31 U.S.C. §1352 provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

28. Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87, and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

29. Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participation

In accordance with HUD Secretary Marcia L. Fudge's April 12, 2022, memorandum "Eliminating Barriers that May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs," exclusions based on criminal history or activity for grant programs must comply with this section consistent with applicable Federal statutes or regulations. Any reliance on an otherwise eligible participant's arrest record, criminal history, or criminal activity must be based on accurate records and reliable evidence, avoiding exclusions based on arrests only. Before excluding an individual because of an arrest record, criminal history, or criminal activity, you should offer that individual the opportunity to provide evidence of mitigating circumstances, such as the type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the arrest record is inaccurate.

30. Grant Deliverables

30.1 The Grantee shall complete and submit a final negotiated work plan, benchmarks, and the Grantee's policy and procedures within 60 days after the effective date of the grant. These are subject to review and approval by HUD for incorporation as part of the grant. These revisions shall update the general plan submitted in the Grantee's proposal and include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the GTR for the grant program as applicable.

30.2 The work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. Benchmark standards (milestones) have been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary). The policy and procedures shall also include a detailed narrative description of how assistance and funding will flow from the Grantee to the actual performers of the hazard reduction work; the selection process for subrecipients and vendors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where the tasks are interdependent, the work plan and policy and procedures shall indicate how each interdependent task will provide needed inputs to the others. (See section II.38, "Project Management."

31. Order of Precedence

31.7. In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

a. Constitution of the United States
b. Federal Statutes
c. Federal Regulation (including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
d. Executive Orders
e. The applicable NOFO
f. OLHCHH Grant Programs Policy Guidance (https://www.hud.gov/program_offices/healthy_homes/lbp/pg) and other OLHCHH policies

g. Grant Agreement (Form HUD-1044), including Terms and Conditions
h. Special conditions
i. Management and work plan
j. Grantee's proposal (if incorporated, except for the management and work plan)

32. Patent Rights (Small Business Firms and Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be directed to the GTR identified on the Form HUD-1044 via email.

33. Period of Performance (POP) Extensions, Incurring Costs, and Obligating Federal Funds

33.7. The Grantee shall complete all benchmark goals and objectives stipulated in this award agreement during the period of performance specified on the Form HUD-1044, "Assistance Award/Amendment and Continuation Sheet." Grantees are to comply with the requirements of 2 CFR 200, subpart E - Cost Principles in charging costs to the grant. All obligations incurred under the award must be liquidated no later than 120 days after the end of the period of performance. The preparation of the final administrative and financial reports is to be completed within 120 days after the end of the period of performance.

33.8. The Grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance end date stipulated in the award. The only costs which are authorized for a period of up to 120 days following the period of performance date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress report, final financial report, and required project audit reports unless otherwise approved in writing by the GO in consultation with the GTR.

33.9. An extension of the award period can be authorized only by the GO by executing a new amendment with the concurrence of the GTR. Neither verbal assurances, nor written assurances, of funding from other than the GO shall constitute authority to obligate funds for programmatic activities beyond the period of performance.

33.10. The OLHCHH has no obligation to provide any additional funding. Any amendment of the award to increase funding or extend the period of performance is at the sole discretion of the OLHCHH.

34. Pre-Award Costs

Before the effective date of the grant, a Grantee may, at its own risk, incur pre-award costs with the prior written approval of the GO with the concurrence of the GTR. Pre-award costs are those incurred before the effective date of the award directly according to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or POP. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the approval of the awarding agency.

35. Profit

No increment above cost shall be paid to the Grantee or any subgrantee or subrecipient under this award. Profit is unallowable.

36. Program Income

Any program income derived because of this award, including royalties, whether obtained during or after the period of performance, shall be added to funds committed under the Grantee's award to further activities eligible for assistance under this award under 2 CFR Part 200 as applicable, including 2 CFR §200.307. The program income must be used for the purposes and under the conditions of this award. If not contained in the work plan or under special conditions itemized in these provisions, before using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income.

37. Program Services Model

37.1 The minimum requirements of the services to be provided by the Grantee are detailed in the NOFO (Grants.gov Opportunity #: FR-6800-N-69) in section III.F.14.

38. Project Management

38.1 Deliverables - The Grantee shall include a schedule listing all significant project benchmark milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the Final Report, and financial reports utilizing the HUD-425. Upon approval of the work plan, the Grantee shall ensure all deliverables identified in the work plan and benchmark schedule are delivered on time.

38.2 Quarterly Progress Reports - Quarterly reports will be due no later than 30 days after the quarter ends following the initiation of the grant through project close-out, but should be submitted as soon as possible after the end of the quarter. If a due date falls on a Federal weekend or holiday, or an otherwise-closed HUD workday in Washington, DC, it shall be extended to the next Federal workday in Washington, DC, without affecting subsequent due dates. Quarterly reports must reflect activities undertaken, obstacles encountered, solutions achieved, and accomplishments in each calendar quarter. Also, a separate document illustrating the match contribution for each quarter is required. Contracts, training materials, protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information shall be submitted with the quarterly reports as attachments.

38.3 Federal Financial Report (FFR) Standard Form-425 - The Grantee shall submit an FFR for each grant quarterly. FFRs are due 30 days after the quarter ends. A final FFR shall be required after the award agreement and shall use the end date of the project or grant period as the reporting end date. Final reports shall be submitted no later than 120 days after the project or grant period end date. Extensions of reporting due dates may be approved by the GTR upon request of the recipient.

38.4 The Grantee shall use HHGMS, or a replacement system selected by the OLHCHH, after notifying the Grantee. The reporting system requires the submission of a work plan with specific, time-phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved

work plan goals, objectives, and benchmark milestones shall be submitted. The reporting system utilizes quantifiable data and a narrative description of progress.

38.5 The Grantee is advised that failure to submit timely quarterly progress reports will result in not having its "eLOCCS Request Voucher for Grant Payment" processed and/or approved for payment until the quarterly progress report is submitted to HUD.

38.6 Annual Reports - Race and Ethnic Data Reporting Form HUD-27061 - The form must be submitted annually by January 10.

38.7 Final Report - The Final Report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy but should be of a quality and detail to provide a freestanding description to any outside reader of all the applicant's work and achievements under the grant and compare the Grantee's proposal of achievements with actual results. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR identified on the Form HUD-1044. See section II.9, Closeout and Policy Guidance Number 2020-06 "Closeout Procedures for OLHCHH Grantees."

39. Publications and News Releases

39.1 The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

39.2 Interim and final reports may not be published by the Grantee or any subrecipients participating in the work for sixty days (60) after acceptance of the deliverables by the GTR.

39.3 All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

> "The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

39.4 Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the recipient or its staff, or any subrecipient or other person or organization participating in the work of the award, shall, whenever possible, be provided to the GTR for review and comment at least two weeks before the planned release but in no event, later than coincidental with the release.

40. **Release of Funds and Environmental Certification**

40.1 Proposed projects involving repair or rehabilitation above the maintenance level require an environmental review by HUD. That environmental review includes consultation with the State Historic Preservation Officer and compliance with other Federal environmental requirements listed at 24 CFR §50.4. Project implementation may be delayed 30 to 60 days, pending completion of the environmental review, and approval by HUD. To the greatest extent feasible, awardees of OAHMP should select the home modifications identified in the

"maintenance" column of the table in Appendix B, Home Modifications/Repairs. Proposed projects that meet the definition of maintenance will not require an environmental review or approval by HUD, and the Grantee may proceed with implementation.

40.2 Award of an FY2024 OLHCHH grant does not constitute approval of specific sites where activities that are subject to environmental review may be carried out. Recipients conducting eligible construction, rehabilitation, repair, weatherization, or related hazard remediation work must comply with 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," or, if specified in the Notice of Funding Opportunity for the award, 24 CFR Part 50, "Environmental Assessment." Except when Part 50 is specified. Recipients that are states, units of general local government, or Native American tribes must carry out environmental review responsibilities as responsible entities, defined under Part 58. For the Older Adults Home Modification grant program, recipients that are not-for-profit firms, educational or for-profit institutions must contact and partner with the responsible entity, usually the unit of general local government or Native American tribe of the target area(s), to assume the environmental review responsibilities. Should the responsible entity object to performing the environmental review, or the non-governmental recipient is unable to identify a responsible entity with whom they can partner to perform the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provision of 24 CFR Part 50. For the Older Adults Home Modification grant program, recipients that are not states, units of general local government, or Native American tribes, HUD will perform the environmental review. For all grants under the NOFO, recipients and other participants in the project are prohibited from undertaking, or committing, or expending HUD or non-HUD funds (including match funds) on, a project or activities under the NOFO (other than activities listed in 24 CFR §§58.34, 58.35(b) or 58.22(f)) until the responsible entity completes an environmental review and the applicant submits and HUD approves a Request for the Release of Funds and the responsible entity's environmental certification (both on the HUD-7015.15) or, in instances where HUD performs the environmental review under Part 50, HUD has completed the review and notified the grantee of its approval. The results of the environmental review may require that proposed activities be modified, or proposed sites rejected.

40.3 HUD will not make additional payments from the amount awarded to a Grantee for lead hazard and healthy homes evaluation or control until the Grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the Grantee shall be requested in accordance with section II.17, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

41. Review of Deliverables

41.1 Deliverables include, but are not limited to:

a. All interim and final reports;
b. Survey instruments required by the work plan, if applicable;
c. Other physical materials and products produced directly under the work plan of this grant, if applicable;
d. Match, in-kind and leverage commitments, if applicable.

41.2 The GTR shall be responsible for HUD review, receipt of corrections from the Grantee, and acceptance of the operational deliverables, above, of this grant. Such review(s) shall be

carried out promptly by the GTR, so as not to impede the work of the Grantee. Acceptance of the deliverable(s) shall be issued in writing by the GTR, with comments and/or required corrections, within thirty (30) days of the date of the GTR's receipt of such product from the Grantee. The Grantee shall carry out the required corrections if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR. The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant. The GTR's review, correction, and acceptance of narrative deliverables shall be limited to:

a. Identification of omissions or errors of fact, methodology, or analysis;
b. Comments on technical such as methods;
c. Deletion of irrelevant materials; and
d. Improvements in style readability.

42. Sanctions

Failure to comply with the Federal statutes; regulations, including 2 CFR Part 200; or the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in the GTR/GO taking action to limit access to program funds. Actions by the GTR/GO may include but are not limited to requiring that reports and financial statements be submitted to the GTR/Grant Officer for approval before drawing down any funds; suspending the ability to incur costs or draw funds; and/or suspending or terminating the grant for non-performance as defined in section II.46, Suspension and Termination. HUD may take enforcement action under 2 CFR §200.339, as applicable.

43. Scope of Work

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work outlined in the Grantee's original/revised application under this NOFO as well as the subsequent statement of work, work plan, and benchmark schedule.

44. Substantial Involvement

44.7. Anticipated substantial involvement by HUD staff for cooperative agreements may include but will not be limited to:

a. Review and suggestion of amendments to the program design, including: selection of, and guidance in the use of, partners to encourage awareness of the program and enrollment in it by eligible families and contractors; techniques for addressing needs of older adults in urbanized areas and in rural communities; planning for and implementing collection and analysis of data on the benefits, if any, of the program for the older adults served by the program; collaboration with any HUD research on the OAHMP program, as necessary.
b. Review and provision of recommendations in response to quarterly progress reports and other information provided by the Grantee or otherwise obtained by HUD, such as recommending amendments to the Grantee's program design and/or implementation based on preliminary results.
c. Review and provision of technical recommendations on the interim and final reports on the benefits, if any, of the program for the older adults.

45. Special Conditions

Special conditions to this award are listed on the Form HUD-1044 Continuation Sheets.

46. Suspension and Termination

46.7. The GO may, on reasonable notice to the Grantee temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award, or if an award no longer effectuates the program goals or agency priorities. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results. Action will be taken in accordance with 2 CFR § 200.339 – § 200.343.

46.8. Effects of Suspension and Termination - Costs of the Grantee or subgrantee resulting from obligations incurred by the Grantee or subgrantee during a suspension or after the termination of an award are not allowable unless HUD expressly authorizes them in the notice of suspension or termination. Other Grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

a. The costs result from financial obligations which were properly incurred by the Grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it; and
b. The costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

46.9. Relationship to Debarment and Suspension - The enforcement remedies identified in this section, including suspension and termination, do not preclude the Grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Orders 12549 and 12689, 2 CFR Part 180 as outlined in CFR § 200.339.

APPENDIX - LIST OF ACTIONS DUE

Action	Due Date (deliverables may be provided earlier)
Program start up activities: hire qualified grant staff, submit HHGMS contact form, work plan, written policies and procedures, benchmarks/milestones, your organization's code of conduct, LOCCS access form, and certify that your organization has informed their employees of their whistleblower rights and protections in writing.	60 days after the effective date of grant.
Request for release of funds and certification, if applicable.	60 days after the effective date.
Institutional Review Board approval (if applicable)/approval of request for release of funds and certification.	120 days after the effective date.
Grant work/deliverables.	As per benchmarks following Institutional Review Board approval and/or approval of request for release of funds and certification.
Quarterly progress reports with a separate attached document illustrating match/cost sharing status and a current SF-425.	30 days after the quarter ends, i.e., January 30, April 30, July 30, October 30
FFATA sub-award reporting system. (See section 1.4).	By the end of the month following the month in which the Grantee awards a subaward greater than or equal to $30,000.f
Economic opportunities for low- and very low-income persons (Section 3) completed in HHGMS.	Within 30 days of the end of the Grantee fiscal year-end.
Race and ethnic data reporting.	January 10th annually.
Annual single audit.	Annually based on the Grantee's fiscal year.
The 90-day letter confirms all elements outlined in the grant have been met.	This will be sent to the Grantee by the GO 90 days prior to the period of performance end date. Grantees are required to respond and inform their GTR in writing if a non-cost extension is needed to complete their grant deliverables.
Final Reports (programmatic and final SF-425) (See section II.9)	120 days after the end of the period of performance.

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument ☒ Cooperative Agreement ☐ Grant	2. Type of Action ☒ Award ☐ Amendment
3. Instrument Number **TNLHM0042-24**	4. Amendment Number
5. Effective Date of this Action **See Block #20**	6. Control Number
7. Name and Address of Recipient Knox County 400 W. Main Street, Suite 364 Knoxville, TN 37902-2405	8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410
	8a. Name of Administrator Markquonda Mathis Markquonda.B.Mathis@hud.gov
	8b. Telephone Number 202-402-5120
10. Recipient Project Manager Alanna McKissack; alanna.mckissack@knoxcounty.org; 865-215-5253	9. HUD Government Technical Representative TBD
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse
	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102

14. Assistance Amount		15. HUD Accounting and Appropriation Data	15b. Reservation number
Previous HUD Amount	**$0.00**	8623/250174/23LRHM/LHMO LHM 00/98 - $2,000,000.00	OAHMP-70-24
HUD Amount this action	**$2,000,000.00**		
Total HUD Amount	**$2,000,000.00**	Amount Previously Obligated	**$0.00**
Recipient Amount	**$0.00**	Obligation by this action	**$2,000,000.00**
Total Instrument Amount	**$2,000,000.00**	Total Obligation	**$2,000,000.00**

16. Description

Employer Identification: 62-6007979 **UEI: HLNT P7H1 UCM7** **Program: LHM**

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference: **Please see the Continuation Addendum on the next page.**

1. Cover Page, HUD 1044
2. FY 2025 Terms and Conditions
3. Statement of Work/Work Plan/Benchmark Standards
4. Grantee's financial and technical proposal
5. Mutually agreed and negotiated proposal changes
6. Abstract of grant activities
7. Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
8. TITLE 2: FEDERAL FINANCIAL ASSISTANCE- PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS https://www.ecfr.gov/current/title-2/part-200
9. Notice of Grant Opportunity announced in FR-6800-N-69 Posted date: 11/19/24

Period of Performance: March 1, 2025 to March 1, 2028 – 36 months

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office	18. ☐ Recipient is not required to sign this document.
19. Recipient (By Name)	20. HUD (By Name) **Jeffrey R. Heuwinkel, Grant Officer**
Signature & Title / Date (mm/dd/yyyy)	Signature & Title: JEFFREY HEUWINKEL Digitally signed by JEFFREY HEUWINKEL Date: 2025.01.30 12:22:52 -05'00' Date (mm/dd/yyyy): 01/30/2025

Instrument No.: **TNLHM0042-24-Knox County-HUD 1044 Continuation Addendum** (Formal Negotiation Process)

1. Acceptance of this Award does not exempt you from the formal negotiation process as described in the Welcome Package. You are required to submit a negotiation package that must include a Budget Narrative and Budget Workbook for approval by HUD. Your grant's period of performance will be adjusted after your formal negotiation is complete.

2. HUD may still request additional updates and/or new documents and forms.

3. If you do not provide documents that are satisfactory to the Grants Officer in a timely manner, including not addressing problems identified during negotiation, your grant will be terminated.

RLA-16947 **R-25-2-601**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving Amendment Two to a Grant Contract with the Tennessee Department of Health for the provision of STI prevention services, which amendment increases the maximum liability of the State under the Contract by $310,517.46 for a total amount of $729,099.46. (No local match required)
(Health Department)

Attachments

Resolution

Grant Contract for STI Amendment Two

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT TWO TO A GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF STI PREVENTION SERVICES, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE CONTRACT BY $310,517.46 FOR A TOTAL AMOUNT OF $729,099.46. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-2-601**

REQUESTED BY: **HEALTH DEPARTMENT**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-9-605, the Knox County Commission approved a grant contract with the Tennessee Department of Health, designated as State Contract # GG-23-82547, for the provision of STI prevention services (the "Grant Contract"); and

WHEREAS, by means of Resolution R-24-9-603, the Knox County Commission approved Amendment One to the Grant Contract to increase the maximum liability of the State under the Contract by $100,241.00 for a new total maximum liability of $418,582.00; and

WHEREAS, Knox County and the Tennessee Department of Health now desire to enter into a second amendment to the Grant Contract to increase the maximum liability of the State under the Contract by $310,517.46 for a new total maximum liability of $729,099.46, as further detailed in the attached amendment; and

WHEREAS, this amendment to the Grant Contract does not require a local match from Knox County.

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

Amendment Two to Grant Contract GG-23-82547-01 with the Tennessee Department of Health for the provision of STI prevention services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment Two to Grant Contract GG-23-82547-01 with the Tennessee Department of Health for the provision of STI prevention services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
34349-19723	82547	GG-23-82547	2

Contractor Legal Entity Name Update C.1., update attachments 1 and 2; update D.20.	Edison Vendor ID
The Government of Knox County dba Knox County Health Department	2830

Amendment Purpose & Effect(s)

Add CY25 Awarded Funds to Support STI Program Services

Amendment Changes Contract End Date:	☐ YES	☒ NO	End Date:

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **+ $ 310,517.46**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	$8,750.00	$54,033.77			$62,783.77
2024	$17,500.00	$191,791.00			$209,291.00
2025	$26,250.00	$275,515.96			$301,765.96
2026	$17,500.00	$137,758.73			$155,258.73
2027	$0.00	$0.00			$0.00
TOTAL:	**$70,000.00**	**$659,099.46**			**$729,099.46**

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.

Eric Bucholz

Speed Chart (optional)	Account Code (optional)
HL00007898 HL00007900 HL00018575	71301000

CPO USE

GG-23-82547-02

AMENDMENT 2
OF GRANT CONTRACT GG-23-82547-01

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and The Government of Knox County dba Knox County Health Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. Maximum Liability 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 Twenty-Nine Thousand, Ninety-Nine Dollars and Forty-Six Cents ($729,099.46) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 2** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line items include but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract **Attachment 1** and **Attachment 2** are deleted in their entirety and replaced with the new attachments **Attachment 1**, and **Attachment 2** attached hereto.

3. Grant Contract section D.20. is deleted in its entirety and replaced with the following:

   D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

   For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Glenn Jacobs Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT

_____ _____
Kevin Parton Date
Senior Director

APPROVED AS TO FORM: CONTRACT #

_____ _____
Jessica Jernigan-Johnson Date
Deputy Law Director

DEPARTMENT OF HEALTH

_____ _____
RALPH ALVARADO, MD, FACP Date
COMMISSIONER

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	The Government of Knox County dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	NH25PS005151 CAGE 6UIB2
Federal award date	TBD *Pending Extension Award*
Subaward Period of Performance Start and End Date	TBD
Subaward Budget Period Start and End Date	TBD
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.977
Grant contract's begin date	January 1, 2023
Grant contract's end date	December 31, 2026
Amount of federal funds obligated by this grant contract	$659,099.46
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$22,245,626.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	-Strengthening STD Prevention and Control for Health Departments (STD PCHD) -DIS Workforce Supplement
Name of federal awarding agency	CDC
Name and contact information for the federal awarding official	Christy Wipperfurth Grants Management Specialist lmh4@cdc.gov 770-488-3946
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Dr. Ralph Alvarado Commissioner Ralph.Alvarado@tn.gov 615-532-6942
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	14.7% as of the date of this contract

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 1)

Knox County Health Department - STI Program				**CONTRACT ROLLUP**
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2026.				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1	Salaries [2]	$543,700.00	$0.00	$543,700.00
2	Benefits & Taxes	$119,348.84	$0.00	$119,348.84
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$11,869.01	$0.00	$11,869.01
6	Telephone	$3,221.00	$0.00	$3,221.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$11,000.00	$0.00	$11,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$17,037.46	$0.00	$17,037.46
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$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 (10% Salary plus Benefits of Federal)	$22,923.15	$0.00	$22,923.15
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$729,099.46	$0.00	$729,099.46

$729,099.46 **CY23-25 TOTAL AWARDED Budget Amount for Knox Metro STI Program**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 2)

Knox County Health Department - STI Program **STATE CY23 HL00007900**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2023.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$15,500.00	$0.00	$15,500.00
2	Benefits & Taxes	$2,000.00	$0.00	$2,000.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$17,500.00	$0.00	$17,500.00

$17,500.00 **State CY23 Award Amount HL00007900**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 3)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Mary Spears, Public Health Nurse	$ 6,184.66	x	5	x	50%	+			$15,461.65
ROUNDED TOTAL									$15,500.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 4)

Knox County Health Department - STI Program	**FEDERAL PCHD CY23 HL00007898**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2023 and ending December 31, 2023.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$60,000.00	$0.00	$60,000.00
2	Benefits & Taxes	$8,300.00	$0.00	$8,300.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$5,741.00	$0.00	$5,741.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$1,000.00	$0.00	$1,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$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 (10% Salary plus Benefits)	$6,800.00	$0.00	$6,800.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$81,841.00	$0.00	$81,841.00

$81,841.00 **Federal PCHD CY23 Award Amount HL00007898**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 5)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Victor Brown,Public Health Representative/DIS	$ 3,636.65	x	6	x	100%	+			$21,819.90
Victor Brown,Public Health Representative/DIS	$ 3,818.49	x	6	x	100%	+			$22,910.94
Mary Spears, Public Health Nurse	$ 4,187.47	x	1	x	50%	+			$2,093.74
Mary Spears, Public Health Nurse	$ 4,396.85	x	6	x	50%	+			$13,190.55
ROUNDED TOTAL									$60,000.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 6)

Knox County Health Department - STI Program	**FEDERAL DIS Workforce CY23 HL00018575**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expenses incurred during the period beginning February 1, 2023, and ending December 31, 2023.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$20,400.00	$0.00	$20,400.00
2	Benefits & Taxes	$5,348.84	$0.00	$5,348.84
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$354.55	$0.00	$354.55
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$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 (10% Salary plus Benefits)	$123.15	$0.00	$123.15
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$26,226.54	$0.00	$26,226.54

$219,900.00

TOTAL STI DIS WF FUNDS AWARDED TO KNOX

$26,226.54 ***ACTUALS SPENT for January 1, 2023 - December 31, 2023 of HL00018575 STI DIS Workforce**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 7)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Vacant DIS	$ 3,400.00	x	6	x	100%	+			$20,400.00
ROUNDED TOTAL									$20,400.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 8)

Knox County Health Department - STI Program	**FEDERAL DIS Workforce CY24 HL00018575**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$128,100.00	$0.00	$128,100.00
2	Benefits & Taxes	$32,000.00	$0.00	$32,000.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$573.46	$0.00	$573.46
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$6,000.00	$0.00	$6,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$11,000.00	$0.00	$11,000.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$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 (10% Salary plus Benefits)	$16,000.00	$0.00	$16,000.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$193,673.46	$0.00	$193,673.46

$193,673.46 ***ACTUALS SPENT for January 1, 2024 - December 31, 2024 of HL00018575 STI DIS Workforce**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 9)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Vacant DIS	$3,526.34	x	4	x	100%				$14,105.35
Vacant DIS	$3,596.86	x	4	x	100%	+			$14,387.45
Vacant DIS	$3,526.34	x	4	x	100%				$14,105.35
Vacant DIS	$3,596.86	x	4	x	100%	+			$14,387.45
Vacant DIS	$3,526.34	x	4	x	100%				$14,105.35
Vacant DIS	$3,596.86	x	4	x	100%	+			$14,387.45
Vacant DIS	$3,526.34	x	4	x	100%				$14,105.35
Vacant DIS	$3,596.86	x	4	x	100%	+			$14,387.45
Vacant DIS	$3,526.34	x	4	x	100%				$14,105.35
ROUNDED TOTAL									$128,100.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Travel @ state rate	$11,000.00
ROUNDED TOTAL	$11,000.00

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 10)

Knox County Health Department - STI Program **STATE CY24 HL00007900**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$15,300.00	$0.00	$15,300.00
2	Benefits & Taxes	$2,100.00	$0.00	$2,100.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$100.00	$0.00	$100.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$17,500.00	$0.00	$17,500.00

$17,500.00 **CY24 State Award Amount HL00007900**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 11)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Victor Brown, DIS	$3,818.49	x	6	x	33%	+			$7,560.61
Victor Brown, DIS	$3,894.86	x	6	x	33%				$7,711.82
ROUNDED TOTAL									$15,300.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 12)

Knox County Health Department - STI Program				**FEDERAL PCHD CY23 HL00007898**
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2024 and ending December 31, 2024.				
Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1	Salaries [2]	$65,700.00	$0.00	$65,700.00
2	Benefits & Taxes	$15,800.00	$0.00	$15,800.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$341.00	$0.00	$341.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$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 (10% Salary plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$81,841.00	$0.00	$81,841.00

$81,841.00 **Federal PCHD CY24 Award Amount HL00007898**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 13)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Vacant DIS	$3,526.34	x	6	x	50%	+			$10,579.01
Vacant DIS	$3,596.86	x	6	x	50%	+			$10,790.59
Aaron Phillips, DIS	$3,780.70		6		50%				$11,342.11
Aaron Phillips, DIS	$3,856.32		6		50%				$11,568.95
Josh Posuniak, DIS	$3,526.34	x	6	x	50%	+			$10,579.01
Josh Posuniak, DIS	$3,596.86	x	6	x	50%	+			$10,790.59
ROUNDED TOTAL									$65,700.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 14)

Knox County Health Department - STI Program			**STATE CY25 HL00007900**	
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2025 and ending December 31, 2025.				
Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1	Salaries [2]	$24,100.00	$0.00	$24,100.00
2	Benefits & Taxes	$9,600.00	$0.00	$9,600.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$100.00	$0.00	$100.00
6	Telephone	$480.00	$0.00	$480.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$720.00	$0.00	$720.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$35,000.00	$0.00	$35,000.00

$35,000.00 CY25 State Award Amount HL00007900

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 15)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Victor Brown, DIS	$3,971.23	x	6	x	50%	+			$11,913.69
Victor Brown, DIS	$4,050.65	x	6	x	50%				$12,151.95
ROUNDED TOTAL									$24,100.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Travel at state rate	$720.00
ROUNDED TOTAL	$720.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 16)

Knox County Health Department - STI Program	**FEDERAL DIS Workforce CY24 HL00018575**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expenses incurred during the period beginning January 1, 2025, and ending December 31, 2025.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$151,900.00	$0.00	$151,900.00
2	Benefits & Taxes	$30,400.00	$0.00	$30,400.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$5,000.00	$0.00	$5,000.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$4,000.00	$0.00	$4,000.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$2,376.46	$0.00	$2,376.46
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and Method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$193,676.46	$0.00	$193,676.46

$193,676.46 ***Remaining Funds for January 1, 2025 - December 31, 2025, of HL00018575 STI DIS Workforce**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 17)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Vacant, DIS Program Manager	$5,770.00	x	6	x	75%	+			$25,965.00
Vacant, DIS Program Manager	$5,885.40	x	6	x	75%	+			$26,484.30
Aren Boddie, DIS Clerk	$3,608.23	x	6	x	75%	+			$16,237.04
Aren Boddie, DIS Clerk	$3,680.39	x	6	x	75%	+			$16,561.76
Jillian Roberts, DIS	$3,667.39	x	6	x	75%	+			$16,503.26
Jillian Roberts, DIS	$3,740.74	x	6	x	75%	+			$16,833.33
Josh Posuniak, DIS	$3,667.39	x	6	x	75%	+			$16,503.26
Josh Posuniak, DIS	$3,740.74	x	6	x	75%	+			$16,833.33
ROUNDED TOTAL									$151,900.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local mileage at state rate	$2,376.46
ROUNDED TOTAL	$2,376.46

INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 18)

Knox County Health Department - STI Program			**FEDERAL PCHD CY23 HL00007898**	
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expenses incurred during the period beginning January 1, 2025, and ending December 31, 2025.				
Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)**	**GRANT CONTRACT**	**GRANTEE MATCH [3]**	**TOTAL PROJECT**
1	Salaries [2]	$62,700.00	$0.00	$62,700.00
2	Benefits & Taxes	$13,800.00	$0.00	$13,800.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$2,400.00	$0.00	$2,400.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$2,941.00	$0.00	$2,941.00
13	Interest [2]	$0.00	$0.00	$0.00
14	Insurance	$0.00	$0.00	$0.00
16	Specific Assistance To Individuals [2]	$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 (10% Salary plus Benefits)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$81,841.00	$0.00	$81,841.00

$81,841.00 **Allocate Federal PCHD CY24 Award Amount HL00007898**

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 19)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Vacant, DIS Program Manager	$5,770.00	x	6	x	25%	+			$8,655.00
Vacant, DIS Program Manager	$5,885.40	x	6	x	25%	+			$8,828.10
Aren Boddie, DIS Clerk	$3,608.23	x	6	x	25%	+			$5,412.35
Aren Boddie, DIS Clerk	$3,680.39	x	6	x	25%	+			$5,520.59
Victor Brown, DIS	$3,971.23	x	6	x	25%	+			$5,956.85
Victor Brown, DIS	$4,050.65	x	6	x	25%	+			$6,075.98
Jillian Roberts, DIS	$3,667.39	x	6	x	25%	+			$5,501.09
Jillian Roberts, DIS	$3,740.74	x	6	x	25%	+			$5,611.11
Josh Posuniak, DIS	$3,667.39	x	6	x	25%	+			$5,501.09
Josh Posuniak, DIS	$3,740.74	x	6	x	25%	+			$5,611.11
ROUNDED TOTAL									$62,700.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local mileage at state rate	$2,941.00
ROUNDED TOTAL	$2,941.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

ATTACHMENT 2

GRANT BUDGET ROLL-UP

(BUDGET PAGE 20)

Knox County Health Department - STI Program **STATE CY26 HL00007900**

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2026 and ending December 31, 2026.

Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE MATCH [3]	TOTAL PROJECT
1	Salaries [2]	$0.00	$0.00	$0.00
2	Benefits & Taxes	$0.00	$0.00	$0.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$0.00	$0.00	$0.00
6	Telephone	$0.00	$0.00	$0.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings [2]	$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 [2]	$0.00	$0.00	$0.00
17	Depreciation [2]	$0.00	$0.00	$0.00
18	Other Non-Personnel [2]	$0.00	$0.00	$0.00
20	Capital Purchase [2]	$0.00	$0.00	$0.00
22	Indirect Cost (% and method)	$0.00	$0.00	$0.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$0.00	$0.00	$0.00

$0.00

[1] Each expense object line-item shall be defined by U.S. OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007(posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[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.

ATTACHMENT 2 (continued)

GRANT BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 21)

SALARIES	Rate		# of Months		Pct		(Longetivity, if applicable)		AMOUNT
Mary Spears, Public Health Nurse	$ 6,184.66	x	5	x	50%	+			$0.00
ROUNDED TOTAL									$0.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

INTEREST	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

DEPRECIATION	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

OTHER NON-PERSONNEL	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

CAPITAL PURCHASE	AMOUNT
	$0.00
ROUNDED TOTAL	$0.00

RLA-16962 **R-25-2-602**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $1,755,213.10 with the Tennessee Department of Health for the provision of Parents as Teachers, Temporary Assistance for Needy Families, and Evidence Based Home Visiting Program Services for the period beginning on July 1, 2025 and ending on June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution
PAT-TANF Grant Contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $1,755,213.10 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF PARENTS AS TEACHERS, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES, AND EVIDENCE BASED HOME VISITING PROGRAM SERVICES FOR THE PERIOD BEGINNING ON JULY 1, 2025 AND ENDING ON JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-2-602**

REQUESTED BY: **HEALTH DEPARTMENT**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the Tennessee Department of Health for the provision of Parents as Teachers, Temporary Assistance for Needy Families, and Evidence Based Home Visiting Program Services for the period beginning on July 1, 2025 and ending on June 30, 2026; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $1,755,213.10 to provide the aforesaid services, as further defined in the Scope of Services and Deliverables section of the attached grant contract; and

WHEREAS, this grant contract does not require matching funds from Knox County.

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

The grant contract with the Tennessee Department of Health for the provision of Parents as Teachers, Temporary Assistance for Needy Families, and Evidence Based Home Visiting Program Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of Parents as Teachers, Temporary Assistance for Needy Families, and Evidence Based Home Visiting Program Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2025	June 30, 2026	34347-80526	

Grantee Legal Entity Name	Edison Vendor ID
Knox County Government dba Knox County Health Department	2830

Subrecipient or Recipient	Assistance Listing Number 93.558
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end June 30

Service Caption (one line only)

Evidence Based Home Visiting Program Services

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026			$1,755,213.10		$1,755,213.10
TOTAL:			**$1,755,213.10**		**$1,755,213.10**

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	The DHS Expansion funding enables the opportunity for all eligible Tennessee vendors to provide MIECHV, TANF and 2G services, therefore eliminating competition among vendors and the need to conduct a competitive process.

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.

Eric Bucholz

Speed Chart (optional)	Account Code (optional)
HL00012154	71304000

CPO USE - GG

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
KNOX COUNTY GOVERNMENT DBA KNOX COUNTY HEALTH DEPARTMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Knox County Government dba Knox County Health Department, hereinafter referred to as the "Grantee," is for the provision of Evidence Based Home Visiting Program Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

a. Accrual: A charge for work that has been done but not yet invoiced, for which provision is made at the end of a financial period.

b. Accredited/Certified/Network Partner: A partner that has received current accreditation/certification by Parents As Teachers (PAT).

c. CQI: Continuous Quality Improvement, i.e. an initiative that consists of systematic and continuous actions that lead to measurable improvement in EBHV services and processes that maintain model fidelity. These efforts will be supported and monitored by TDH staff and state model consultants. TDH may assign additional CQI projects to the agency as needed.

d. Data Management/Case Management System: The data collection system provided by the state (Apricot 360 Contract Number: National Association of State Procurement Officers (NASPO) Cloud between SHI International Corporation and the State of Tennessee, AR2488 67960) where the Grantee is responsible for entering data for Evidence-Based Home Visiting programs and any specific system required model's national office.

e. Direct Service Home Visitor: Local Implementing Agency (LIA) home visiting staff responsible for maintaining regular contact and support with families through home visitation.

f. Direct Service Staff: Local Implementing Agency (LIA) home visiting staff who work directly with the family, responsible for community outreach, initiating services with families, and completing the initial assessment to determine the family's strengths and areas to address throughout services.

g. Evidence-Based Home Visiting Program/Services (EBHV): A voluntary program for at-risk pregnant women and parents with children up to kindergarten entry. Goals for every program are to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting, and promote child development and school readiness.

h. FTE: Equivalent to a full-time worker.

i. LIA: Local Implementing Agency, i.e. an agency which has entered into an agreement with the Tennessee Department of Health to provide Evidence Based Home Visiting services.

j. Low-Income Family: A family that is living at or below the Federal Poverty Level; is eligible for Medicaid; is a recipient of or eligible for public benefits such as Families First or Supplemental Nutrition Assistance Program (SNAP); is part of a coordinated entry system through Social Services agencies and has met proof of income; is unemployed or zero-income verified; lives in Section 8 housing or low-rent public housing; or is eligible for free or reduced lunch through the National School Lunch Program.

k. PAT: The Parents As Teachers evidence based home visiting model.

l. TANF: Temporary Assistance for Needy Families, a program that offers states flexibility in serving families of low income. The purpose of TANF is to reduce intergenerational dependency on public benefits by increasing self-sufficiency, education, and economic mobility of families with children.

m. Title V of the Social Security Act: The Maternal and Child Health Services Block Grant Program. For more information, visit: https://www.ssa.gov/OP_Home/ssact/title05/0511.htm

n. www.kidcentraltn.com: An internet website that collects and organizes content from various Tennessee State Departments and other resources providing easily accessible information about health, education, child development and support for Tennessee families.

A.3. Service Goals.

The Grantee shall:

a. Serve women, infants, and children as referenced in Title V of the Social Security Act;

b. Improve coordination of services for at-risk communities;

c. Identify and provide comprehensive services to improve outcomes for eligible families who are part of at-risk communities identified in Section A.4.;

d. Assure availability and improve the quality of EBHV services in the most at-risk counties in Tennessee; and

e. Strengthen the capacity of Tennessee's home visiting workforce to better implement family-centered, resilience-informed care practices.

A.4. Service Recipients. Families/households enrolled in the EBHV Program who live in Knox County.

A.5. Service Description.

The Grantee shall:

a. Provide EBHV services to pregnant or newly parenting families who meet one (1) or more of the following criteria at enrollment:

(1) Low-income family (as defined in A.2.j.); all eligible TANF enrollees must meet this requirement.
(2) Pregnant or first-time mothers under the age of twenty-one (21);
(3) Has a history of child abuse or neglect or has had interactions with child welfare services;
(4) Has a history of substance abuse or needs substance abuse treatment;
(5) Has users of tobacco products in the home;
(6) Has attained low student achievement or has a child with low student achievement;

(7) Has a child with developmental delays or disabilities; and/or
(8) Has an individual who is serving or has formerly served in the Armed Forces.

b. Parents As Teachers (PAT) Local Implementing Agencies will partner with families to increase the knowledge of child development, improve parenting practices, increase children's school readiness and success, provide early detection and developmental delays and health issues and prevent child abuse and neglect.

c. Use at least seventy-five percent (75%) of this grant to provide direct EBHV services.

d. Provide a position description with the expected qualifications for each position funded by this Grant Contract.

e. The Grantee will prioritize services to the clients as outlined in Sections A.4. and A.5.a.

f. The Grantee shall ensure that enrollee participation in EBHV services is voluntary.

g. Only direct service home visitors or direct service staff will be funded at one hundred percent (100%) under this Grant Contract. TDH contract funding for LIA FTE executive positions will not exceed 100% across contracts and will be according to the FTE portion each position dedicates to the scope of each contract.

h. Remain an Accredited/Certified/Network Partner.

i. The Grantee shall provide home visiting services using the PAT model. The Grantee shall remain in good standing with the model developer throughout the Term and may use grant funds to maintain that good standing. The Grantee shall submit proof of these credentials upon request of the State and notify the State within forty-eight (48) hours of any changes in these credentials.

j. The Continuous Quality Improvement (CQI) initiative consists of systematic and continuous actions that lead to measurable improvement in EBHV services and processes that maintain model fidelity. Sites are required to actively participate in CQI projects as prompted by the state and as required by their respective program model. These CQI initiatives will be supported by TDH staff, including the Quality Assurance/Quality Improvement (QA/QI) Director, the epidemiology team, and model consultants. Sites are encouraged to initiate their own CQI projects in addition to those required by the state or model. These site-driven projects allow for the identification and addressing of local needs and foster improvements in service delivery.

k. Any non-administrative positions shall participate in a minimum of one (1) training as coordinated by the EBHV Workforce Development Director; and one (1) annual home visiting summit event. All non-administrative positions shall participate in additional training courses required by the State, whether in person or online. The Grantee shall designate funding for travel and associated expenses for all participants unless otherwise directed by the State.

l. Throughout the grant period, work to maintain full caseloads in accordance with the National Home Visiting Program model guidelines for caseload capacity. The Grantee shall maintain a caseload average of at least eighty-five percent (85%) of 210 (14 FTE home visitors with a caseload of 15 per FTE). However, each home visitor shall maintain full caseloads regardless of the number of families already served. Any changes to the proposed number of families served in each county must be submitted to the State for review and approval. If, in the course of enrollment, a new recipient no longer meets the above-listed criteria, he/she may continue enrollment in the EBHV.

(1) The Early Childhood Initiatives (ECI) team plans to continue to allow all EBHV LIAs to deliver virtual home visits at the discretion of the home visitor and direct supervisor on a case-by-case basis, in the instance a family and/or home visitor

is sick and needs to avoid face-to-face contact while maintaining support to the family. All Evidence-Based Home Visiting (EBHV) Local Implementing Agencies (LIAs) will conduct at least 85% of all home visits in-person.

(2) The grantee must serve a minimum of one family in each county listed in A.4.

m. Ensure all home visitors with a full caseload of clients are compensated by no less than twenty-five percent (25%) of their salary through EBHV funding.

n. New home visitors and supervisors will work to obtain Infant Mental Health Endorsement® through the Association of Infant Mental Health in Tennessee (AIMHiTN). Existing staff shall maintain endorsement by participating in required ongoing training.

o. Grantee will collaborate with the PAT state consultant and will receive technical assistance, including but not limited to on-site visits, meetings, video conferences, phone calls, emails, and resource papers. Grantee will receive a minimum of one quality assurance visit per year.

p. Provide initial and ongoing data collection in a manner designed by the State for purposes of reporting the three (3) performance measures outlined by the Tennessee Department of Human Services.

Collect data in accordance with the following guidelines:

(1) The data shall be collected for eligible families who have been/are enrolled in EBHV Program/Services;

(2) Collect individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making;

(3) The Grantee shall utilize a Data Management/Case Management System (Apricot 360) for EBHV data collection. The data collected includes individual-level demographic and service-utilization data on the participants in their program as necessary to analyze and understand the progress children and families are making. Individual-level demographic and service-utilization data include, but are not limited to, the following:

i Family's participation rate in the home visiting program (e.g., number of sessions/numbers of possible sessions, duration of sessions);
ii. Demographic data for the participant child(ren), pregnant woman, expectant father, parent(s), or primary caregiver(s) receiving home visiting services including: child's gender, age of all (including age in months for child) at each data collection point and racial and ethnic background of all participants in the family;
iii. Index child's exposure to languages other than English;
iv. Family socioeconomic indicators (e.g., family income, employment status)
v. The LIA shall submit all enrollment data to the Grantor State Agency on a quarterly basis, no later than fifteen (15) days after the end of each calendar quarter. The LIA shall also submit outcome data to the Grantor State Agency on an ongoing basis. The Grantee shall enter all newly acquired data into a Data Management/Case Management System (Apricot 360) no later than ten (10) business days after collection.

q. Work with the State to maintain an agency program profile in the designated state services directory located at www.kidcentraltn.com. The agency program profile will contain general information about the agency, program eligibility requirements, and agency contact information. The State shall provide instructions for which services should

be included in the directory. Grantee shall review its agency program profile(s) in the designated state services directory at least every six (6) months. In addition, Grantee shall notify the State of any updates to the agency program profile(s) within ten (10) business days of any change in information.

(1) If Grantee has a website, they shall link to www.kidcentraltn.com from an appropriate section of that website. If Grantee would like to link to specific features of the kidcentraltn website such as the My Profile, Mobile App, Facebook, or State Services Directory features, the State can provide specific copy, links, and images for those features.

(2) If Grantee uses these funds to develop or distribute materials (print or electronic) intended for parents, families, children, or professionals working directly with children or families, Grantee shall place the kidcentraltn and Tennessee Department of Health logos on those materials. Examples of covered materials would include brochures, flyers, posters, and promotional postcards or mailers. If Grantee would like to apply the full kidcentraltn brand to print materials such as brochures, flyers, posters, or postcards, contact the State.

(3) The kidcentraltn logo requirement does not apply to materials that have already been printed or designed. This kidcentraltn logo requirement does not apply to materials that originate from the federal government, national organizations, or other groups where Grantee serves as a pass through of those materials. The kidcentraltn logo should not be applied to individualized correspondence or individualized materials which are intended for a single family or professional and should not be applied to materials where the subject is purely administrative, such as materials about rules, sanctions, regulations, or enforcement.

r. Follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for ACF Awards by using the link below;
45 C.F.R. § 260.31: https://www.ecfr.gov/current/title-45/subtitle-B/chapter-II/part-260/subpart-A/section-260.31

s. Outcomes Measures: LIAs shall demonstrate measurable improvement among families enrolled in EBHV programs in at least four (4) of the six (6) benchmark areas below:

(1) Improvements in prenatal, maternal and newborn health, including improved pregnancy outcomes.

i. Health & Well-Being - Decrease psychological stress: Improve families' awareness on healthy lifestyle behaviors and available health services and resources.

(I) Ninety percent (90%) of infants (among mothers who enrolled in home visiting prenatally before thirty-seven (37) weeks) will be born at full term following program enrollment.

ii. Health & Well-Being - Decrease psychological stress: Improve health and well-being of families (physical, mental and emotional health).

(I) Seventy-five percent (75%) of mothers enrolled in home visiting prenatally or within thirty (30) days after delivery will receive a postpartum visit with a healthcare provider within eight (8) weeks (fifty-six (56) days) of delivery.

(2) Improvements in child health and development (including the prevention of child injuries and maltreatment) and improvements in cognitive, language, social-emotional and physical developmental indicators.

i. Health & Well-Being - Decrease psychological stress: Improve families' awareness on healthy lifestyle behaviors and available health services and resources.

(I) Seventy-five percent (75%) of infants enrolled in home visiting will always be placed to sleep on their backs, without bed-sharing or soft bedding.

(3) Improvements in school readiness and child academic achievement.

i. Education - Empower parents as their children's first/primary teachers: Increase parent's attendance and involvement in their child's learning activities through workshops, individualized consultations, or other impactful parental education activities.

(I) Ninety percent (90%) of children enrolled in home visiting that are screened for possible developmental delays (using a validated parent-completed tool) will be offered a referral for intervention/service.

(4) Reductions in domestic violence.

i. Health & Well-Being - Decrease psychological stress: Improve health and well-being of families (physical, mental and emotional health).

(I) Ninety-three percent (93%) of households enrolled in home visiting will not have a verified case of child maltreatment.

(5) Improvements in family economic self-sufficiency.

i. Economic Supports - Increase Economic Status: Increase participation or enrollment in education and job training opportunities.

(I) Thirty percent (30%) of primary caregivers enrolled in home visiting without a high school degree (or equivalent) will be enrolled in and maintain continuous enrollment or complete a high school degree (or equivalent) program during their participation.

(6) Improvements in the coordination of referrals for, and the provision of, other community resources and supports for eligible families, consistent with the Grantor State Agency child welfare agency training.

i. Social Capital - Increase Family Engagement: Increase families' knowledge of, access to, and utilization of community resources.

(I) Ninety percent (90%) of primary caregivers receiving a positive screen for depression will be offered resources/education and a referral for professional services.

ii. Social Capital - Increase Family Engagement: Increase families' knowledge of, access to, and utilization of community resources.

(I) Ninety percent (90%) of primary caregivers receiving a positive screen for intimate partner violence (measured using a validated tool) will be offered resources/education and a referral for professional services.

A.6. Service Reporting.

a. The Grantee shall submit outcome data as outlined in Scope A.5.s. to the State on an ongoing basis, with data entered into the Data Management/Case Management systems (Apricot 360) within ten (10) business days of data collection. Data collection shall follow the form and content as specified by the State. The Grantee shall be responsible for notifying the State of any staffing changes within five (5) business days, including the departure of those staff persons having access to the State's data collection system.

b. The Grantee shall report the progress of the program on a quarterly basis summarizing all program activities and efforts such as recruitment efforts and enrollment, population targets and demographics, staffing and trainings, partnerships, parent and child activities, outcomes, successes, families' involvement in programming, program challenges, and opportunities for growth and development.

c. The Grantee shall provide Accrual data to the Program Director no later than June 15 annually in a format provided by the State.

A.7. Inspection and Acceptance. Acceptance of the work outlined above will be made by the State or its authorized representative through reports, teleconferences, site visits and/or other periodic reviews. The State will make the final determination in terms of acceptance of the work being performed under this Grant Contract.

A.8. Performance Standard. The Grantee hereby acknowledges and agrees that its performance under this Grant Contract shall meet the standards and conditions set forth in Section A of this Grant Contract. If the Grantee fails to meet these standards, the State, at its exclusive option, may allow up to six (6) months for the Grantee to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the State within the prescribed time, and if no extenuating circumstances can be documented by the Grantee to the State's satisfaction, the State may cancel the Grant Contract at the State's discretion.

A.9. The grantee shall not use contract funds for direct dental, medical, legal and/or mental health services.

A.10. This grant allows for the purchase of electronic devices, such as but not limited to computers, iPads, tablets, and/or laptops for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow D.27. reporting guidelines

A.11. This grant allows for the purchase and distribution of prepaid store cards to eligible families as noted in A.5.a, such as but not limited to food and water, infant formula, gas cards, and prepaid grocery cards for the purpose of carrying out the scopes of services. In the event the Grantee is purchasing these items hereunder, the Grantee shall follow **Attachment 1** for purchasing, tracking, reporting and reimbursement guidelines.

A.12. Code of Conduct. The Grantee shall assure that there is a code of conduct in place and applicable to all employees that covers, at minimum, business practices, and service recipient/staff interaction/fraternization. Further, Grantee's personnel shall conduct themselves in conformity with all applicable statutes, rules and regulations, and recognized ethical standards of their profession. Procedures for reporting violations of the ethical standards shall be developed and communicated to staff upon hire and annually thereafter, which shall include a non-reprisal approach for persons reporting suspected violations, as well as a description of possible sanctions for violating the standards. Failure to implement a code of conduct in accordance with this section and to adequately address suspected violations of the code of conduct may be cause for termination of this Grant Contract.

A.13. HIPAA Compliance.
Grantees: The Grantee must execute a business associate agreement ("BAA") if: (a) the contracting State Agency is a "covered entity" as defined by the Privacy Rules; and (b) the

Grantee will provide services to the contracting State Agency that involve Grantee's access to protected health information ("PHI") as defined by the Privacy Rules.
Subcontractors: The Grantee must execute a BAA with a subcontractor if the subcontractor creates, receives, maintains, or transmits PHI on behalf of the Grantee.

A.14. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment 2**, is incorporated in this Grant Contract.

A.15. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.16. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2025 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Seven Hundred Fifty-Five Thousand Two Hundred Thirteen Dollars and Ten Cents ($1,755,213.10) ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment 3** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (**Attachment 4**) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

By email:

Lisa.McAfee@tn.gov

or

Lisa McAfee, Public Health Program Director
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower 7th Floor

710 James Robertson Parkway
Nashville, TN 37243
Telephone # (615) 532-0422

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Division of Family Health and Wellness
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
(4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may move up to twenty percent (20%) of a line-item amount to another line-item category provided that any increase is off-set by an equal reduction of other line-item amount(s) and the total Grant Contract amount detailed by the Grant Budget does not increase. An increase of any line item funded at zero dollars ($0.00) shall require prior approval of the Grantor State Agency.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State (**Attachment 5**).

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

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

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

The State:

Lisa McAfee, Public Health Program Director
Tennessee Department of Health
Division of Family Health and Wellness
Andrew Johnson Tower 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Lisa.McAfee@tn.gov
Telephone # (615) 532-0422

The Grantee:

Kevin Parton, Senior Director
Knox County Government dba Knox County Health Department
140 Dameron Avenue
Knoxville, TN 37917-6434
thdcontracts@knoxcounty.org
Telephone # (865) 215-5273

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and

final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an **Attachment 6** to the Grant Contract.

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

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

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

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles 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. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract 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 Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles 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 or motor vehicles. 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 or motor vehicles 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 or motor vehicles. 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 or motor vehicles, 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 or motor vehicles 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 or motor vehicles;
b. Vehicle identification number;
c. Manufacturer’s serial number or other identification number, when applicable;
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 or motor vehicle 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 or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles 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 or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its 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 or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles 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 or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann.§§ 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.

E.6. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: http://www.ada.gov.

E.7. Healthy Eating Requirements. Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

E.8. Assistance Listing Number. When applicable, the Grantee shall inform its licensed independent public accountant of the federal regulations that require compliance with the performance of an audit. This information shall consist of the following Assistance Listing Number: 93.558 Temporary Assistance for Needy Families.

E.9. The Grantee shall protect State Data as follows.

The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

E.10. Grantee Hosted Services Confidential Data, Audit, and Other Requirements.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:

(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on Grantee's computer system, with the

purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

(5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as **Attachment 7**.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with Knox County Information Security Management Policy,

which complies with NIST 800-171, and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 48 hours

(2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.11. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Glenn Jacobs — Date
County Mayor

KNOX COUNTY HEALTH DEPARTMENT

_____ _____

Kevin Parton — Date
Senior Director

APPROVED AS TO FORM: CONTRACT #

_____ _____

Jessica Jernigan-Johnson — Date
Deputy Law Director

DEPARTMENT OF HEALTH

_____ _____

Ralph Alvarado, MD, FACP
COMMISSIONER

Date

Prepaid store cards –

For the sake of this funding award, these items **(food and water, infant formula, gas cards, and prepaid cards)** will be captured in this category of Prepaid Grocery Cards as these items can be purchased at grocery stores.

Please note: State auditors do not encourage the use of grocery cards, as they do not have an expiration date, so it is impossible to know if they were expended within the designated period of availability. **Due to this, please encourage your families to spend the full amount on the card within the reasonable time allowed and submit supportive receipts to TDH with invoice**.

Gift cards purchased in bulk must be distributed immediately following purchase. It is advised that no more than 20 cards are kept on hand at any given time to deal with emergencies.

The State of Tennessee will only reimburse after the gift card has been distributed to the client and the grantee has adequate documentation.

Any incentives the grantee disburses to participants must be entered in Apricot, the EBHV data management system, and signed by the recipient.

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Knox County Government dba Knox County Health Department
Subrecipient's Unique Entity Identifier (SAM)	HS2EQEN6B6K4
Federal Award Identification Number (FAIN)	2101TNTANF 2201TNTANF 2301TNTANF
Federal award date	2101TNTANF- 10-1-20 2201TNTANF- 10-1-21 2301TNTANT- 10-1-22
Subaward Period of Performance Start and End Date	1/1/2021 – 12/31/2024
Subaward Budget Period Start and End Date	1/1/2021 – 12/31/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.558 Temporary Assistance for Needy Families
Grant contract's begin date	7/1/2025
Grant contract's end date	6/30/2026
Amount of federal funds obligated by this grant contract	$1,755,213.10
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	2101TNTANF- $190,891,768.00 2201TNTANF- $190,891,768.00 2301TNTANF- $190,891,768.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	2021 TANF 2022 TANF 2023 TANF
Name of federal awarding agency	Department of Health & Human Services
Name and contact information for the federal awarding official	Deanne Meyer, Grants Mgmt Officer Department of Health & Human Services Administration for Children & Families 330 C Street, S.W. Washington, D.C. 20201
Name of pass-through entity	Tennessee Department of Human Services
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	Indirect Costs divided by Total Personnel Costs

ATTACHMENT 3

(BUDGET PAGE 1)

GRANT BUDGET

The Government of Knox County dba Knox County Health Department

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2025 and ending June 30, 2026.

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries[2]	$952,200.00	$0.00	$952,200.00
	Benefits & Taxes	$257,100.00	$0.00	$257,100.00
	Professional Fee/ Grant & Award [2]	$40,000.00	$0.00	$40,000.00
	Supplies	$183,013.10	$0.00	$183,013.10
	Telephone	$45,000.00	$0.00	$45,000.00
	Postage & Shipping	$1,000.00	$0.00	$1,000.00
	Occupancy	$0.00	$0.00	$0.00
	Equipment Rental & Maintenance	$35,000.00	$0.00	$35,000.00
	Printing & Publications	$1,000.00	$0.00	$1,000.00
	Travel/ Conferences & Meetings[2]	$120,000.00	$0.00	$120,000.00
	Interest [2]	$0.00	$0.00	$0.00
	Insurance	$0.00	$0.00	$0.00
	Specific Assistance To Individuals[2]	$0.00	$0.00	$0.00
	Depreciation [2]	$0.00	$0.00	$0.00
	Other Non-Personnel [2]	$0.00	$0.00	$0.00
	Capital Purchase [2]	$0.00	$0.00	$0.00
	Indirect Cost (10% Salary + Benefits)	$120,900.00	$0.00	$120,900.00
	In-Kind Expense	$0.00	$0.00	$0.00
	GRAND TOTAL	$1,755,213.10	$0.00	$1,755,213.10

[1] Each expense object line-item is defined by the *U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	Monthly Salary		# of Months		% of Effort	Longevity (If applicable)	AMOUNT
Christel Crawford, Program Manager	$5,592.62	x	12	x	100%		$67,111.46
Kathryn Miller, Lead	$4,889.87	x	12	x	100%		$58,678.48
Michelle Boles, Clerk	$3,279.95	x	12	x	100%		$39,359.43
Sarah Pape, Lead	$4,798.88	x	12	x	100%		$57,586.60
Vacant, Parent Educator	$3,776.90	x	12	x	100%		$45,322.76
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Haley Bilbrey, Parent Educator	$3,890.08	x	12	x	100%		$46,681.00
Sherry Mink, Parent Educator	$4,086.25	x	12	x	100%		$49,034.96
Erica Luna, Parent Educator	$3,890.06	x	12	x	100%		$46,680.75
Carly Hambrick, Parent Educator	$3,739.90	x	12	x	100%		$44,878.79
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Parent Educator	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Outreach Specialist	$3,660.40	x	12	x	100%		$43,924.84
Vacant, Lead	$4,798.88	x	12	x	100%		$57,586.60
ROUNDED TOTAL							$952,200.00

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
PAT Affiliate Fee & PAT PE, Lead PE, and Program manager fees	$20,000.00
Translation Services	$10,000.00
Visit Tracker yearly fee	$10,000.00
ROUNDED TOTAL	**$40,000.00**

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Routine mileage	$70,000.00
PAT Conference fees, New PE PAT fees, State conference fees, Child Advocacy days, Professional development, Retreat	$50,000.00
ROUNDED TOTAL	**$120,000.00**

TN Department of Health

Invoice Reimbursement Form

Section 1: Contract Information (to be completed by TDH Accounts)

PO #

_____

PO Line #

_____

Receipt #

_____

Agency Invoice #

_____

Edison Contract #

_____

Edison Vendor #

_____

Edison Address Line #

_____

AP Attachment (check if yes)

Section 2: Invoice Information (to be completed by Contractor/Grantee)

Contract Invoice #

_____

Invoice Date

_____

Service Start Date

_____

Service End Date

_____

Contract Start Date

_____

Contract End Date

_____

Contact Person Name

_____

Phone #

_____

Remit Payment to:

Business Name

_____

Street Address

_____

City

_____

State

_____

ZIP

_____

Budget Line Items	(A) Total Contract Budget	(B) Amount Billed YTD	(C) Monthly Expenditures Due
Salaries			
Benefits			
Professional Fee/Grant/Award			
Supplies			
Telephone			
Postage and Shipping			
Occupancy			
Equipment Rental and Maintenance			
Printing and Publications			
Travel/Conferences and Meetings			
Interest			
Insurance			
Specific Assistance to Individuals			
Depreciation			
Other Non-Personnel			
Capital Purchase			
Indirect Costs			
TOTAL			

Section 3: Payment Information (to be completed by TDH Program)

Service Type (Select One): Medical Services Non-Medical Services

Speedchart	User Code	Project ID	Amount ($)

Section 4: Authorized Signatures

Contractor/Grantee Authorization

Name: _____

Date: _____

Signature: _____

TDH Program Authorization

Name: _____

Date: _____

Signature: _____

TDH Accounts Authorization

Name: _____

Date: _____

Signature: _____

Section 5: Additional Comments

Instructions & Hints

Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab
Retain this file in blank form
Use "File Save As" to save information for a specific contract or reporting period
File Names: **Please use the following format when naming files.**
name of agency REPORTING PERIOD END.xls
do not abbreviate the agency name
example: davidson county health MARCH 02.xls
Reporting period - the start and end dates of the quarter being reported
Reporting periods are based on the Agency's fiscal year
Grant period - the start and end dates of the contract being reported
Send a report for every quarter even if there is no activity for that quarter
Abbreviations - do not abbreviate the Agency name
Number pages using the "page_____of _____ pages" format

THE WORKSHEET IS NOT PROTECTED
do not overwrite formulas (identified by yellow shading and "0") or change formats
do not overwrite/edit shaded areas (move to the cell beyond the shading for input)
do not add (insert) lines **do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts
Use separate Schedules A & B to report contracts for each granting State agency
Use additional expense and revenue pages for more than 2 contracts
copy all lines & fields to the first blank line below the last line in column A
with the cursor at the start of the added page, use "insert" "page break" for print purposes
reset print range to cover the added page(s) and correct the page numbers
Contract Number is the State Contract Number, NOT the agency program number
Report by program within the State Contract Number within State Department
Summarize programs into totals by State Contract Number and State Department totals
Do not combine State Contract Numbers
One Funding Information Summary and one Schedule C are required from each contractor submitting reports
Review Section C in all contracts for reporting requirements

ALLOCATION OF ADMINISTRATIVE COSTS
Requires completion of all attached sheets

NOTE If files are not properly named and print ranges not set, the report will be returned for correction
Do not send invoices with expense reports
If a refund is due, mail reports with check or send note with e-mail that check in the mail.

e-mail completed files to: Policy3.AMO.Health@tn.gov
e-mail filing replaces mailing forms
or mailing Address:
Rushdi Eskarous Telephone 615-741-2974
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)
SCHEDULE A
EXPENSE BY OBJECT LINE-ITEMS

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

THE YEAR-TO-DATE EXPENSES MUST BE TRACEABLE TO THE REPORTING AGENCY'S GENERAL LEDGER

Line 1 Salaries And Wages
On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

Line 2 Employee Benefits & Payroll Taxes
Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and Medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

Line 3 Total Personnel Expenses
Add lines 1 and 2.

Line 4 Professional Fees
Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

Line 5 Supplies
Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

Line 6 Telephone
Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

Line 7 Postage And Shipping
Enter the organization's expenses for postage, messenger services, overnight delivery,

outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

Line 8 Occupancy
Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

Line 9 Equipment Rental And Maintenance
Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

Line 10 Printing And Publications
Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

Line 11 Travel
Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

Line 12 Conferences And Meetings
Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

Line 13 Interest
Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

Line 14 Insurance
Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

Line 15 Grants And Awards
Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

Line 16 Specific Assistance to Individuals
Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

Line 17 Depreciation
Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

Line 18 Other Non-personnel Expenses

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements.
Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization’s and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

Line 19 Total Non-personnel Expenses
Add lines 4 through 18.

Line 20 Reimbursable Capital Purchases
Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

Line 21 Total Direct Program Expenses
Add lines 3, 19, and 20.
Includes direct and allocated direct program expenses.

Line 22 Administrative Expenses
The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

Line 23 Total Direct And Administrative Expenses
Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement.*

Line 24 In-Kind Expenses
In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.
Carry forward to Schedule B, Line 38.

Line 25 Total Expenses
The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

PROGRAM REVENUE REPORT (PRR)
SCHEDULE B
SOURCES OF REVENUE

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 32 Reimbursable State Program Funds
Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)
Add lines 31 and 32.

Matching Revenue Funds

Line 34 Other Federal Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 35 Other State Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

Line 36 Other Government Funds
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may an attached detail listing and reconciliation schedule.

Line 37 Cash Contributions (Non-government)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and

reconciliation schedule.

Line 38 In-Kind Contributions (Equals Schedule A, Line 24)
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

Line 39 Program Income
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

Line 40 Other Matching Revenue
Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

Line 41 Total Matching Revenue Funds
Add lines 34 through 40

Line 42 Other Program Funds
Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

Line 43 Total Revenue
Add lines 33, 41, and 42

RECONCILIATION BETWEEN TOTAL EXPENSES
AND REIMBURSABLE EXPENSES
SCHEDULE B - (Lines 51 to 59)

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).
The first line of this section, Line 51, Total Expenses, is brought forward from the last last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

Line 52 OTHER UNALLOWABLE EXPENSES:
Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

Line 53 EXCESS ADMINISTRATION:
This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to

deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)
Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)
(Equals Schedule B, Line 33)
This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

Line 56 TOTAL REIMBURSEMENT-TO-DATE
In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

Line 57 DIFFERENCE (Line 55 less Line 56)
This is the portion of Reimbursable Expenses not yet paid.

Line 58 ADVANCES
Any advance payments for a grant should appear on this line.

Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)
The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: http://www.state.tn.us/finance/act/policyb.html

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

Tennessee Department of Health
Funding Information Summary

AGENCY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

REPORTING PERIOD: (MM/DD/YY) FROM: _____ THRU: _____

AGENCY FISCAL YEAR END (MM/DD) _____

COST ALLOCATION: DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?

YES ____ NO _____

If yes, Name of organization that approved the Plan: _____

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. _____

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. _____

Cost step down. _____

Other (describe) _____

_____

_____

Is your organization: _____ A private not-for-profit organization?

_____ A state college or university, or part of a city government?

DIRECTOR _____ PHONE # _____

PREPARER OF REPORT _____ PHONE # _____

DATE COMPLETED _____

Schedule A, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Program # _____ _____

Contract Number _____ _____

Grant Period _____ _____

Program Name _____ _____

Service Name _____ _____

Schedule A

Item #	EXPENSE BY OBJECT:	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)	0.00	0.00	0.00	0.00
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)	0.00	0.00		0.00
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00		0.00
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

Schedule B, Part 1 STATE OF TENNESSEE PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE FEDERAL ID #

CONTRACTING STATE AGENCY REPORT PERIOD

Program #
Contract Number
Grant Period
Program Name
Service Name

Schedule B

Item #	SOURCES OF REVENUE	QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
	Reimbursable Program Funds				
31	Reimbursable Federal Program Funds				
32	Reimbursable State Program Funds				
33	Total Reimbursable Program Funds (equals line 55)	0.00	0.00	0.00	0.00
	Matching Revenue Funds				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 less lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)	0.00	0.00	0.00	0.00
58	Advances	0.00	0.00	0.00	0.00
59	This reimbursement (line 57 less line 58)	0.00	0.00	0.00	0.00

Schedule C - Final Page | STATE OF TENNESSEE | PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE _____ FEDERAL ID # _____

CONTRACTING STATE AGENCY _____ REPORT PERIOD _____

Schedule A Year-To-Date Information

Item #	EXPENSE BY OBJECT:	TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
1	Salaries and Wages				0.00
2	Employee Benefits & Payroll Taxes				0.00
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees				0.00
5	Supplies				0.00
6	Telephone				0.00
7	Postage and Shipping				0.00
8	Occupancy				0.00
9	Equipment Rental and Maintenance				0.00
10	Printing and Publications				0.00
11	Travel				0.00
12	Conferences and Meetings				0.00
13	Interest				0.00
14	Insurance				0.00
15	Grants and Awards				0.00
16	Specific Assistance to Individuals				0.00
17	Depreciation				0.00
18	Other Non-personnel Expenses (detail)	----------	----------	----------	----------
a	_____				0.00
b	_____				0.00
c	_____				0.00
d	_____				0.00
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases				0.00
21	TOTAL DIRECT PROGRAM EXPENSES	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES	0.00	0.00	0.00	0.00
24	In-Kind Expenses				0.00
25	TOTAL EXPENSES	0.00	0.00	0.00	0.00

Attachment 6

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Lisa McAfee, Early Childhood Initiatives Section, Public Health Program Director at Lisa.McAfee@tn.gov;

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-16876 **R-25-2-603**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Melinda Goodman, HEALTH DEPARTMENT
Department:	HEALTH DEPARTMENT
Requires Expenditure of Funds:	YES Funded in Current Budget: NO
Appropriation Required:	NO

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a grant contract in the amount not to exceed $645,400.00 with the Tennessee Department of Health for the provision of School Based Oral Disease Prevention Services for the period beginning July 1, 2024 and ending June 30, 2026. (No local match required)
(Health Department)

Attachments

Resolution

Grant Contract for SBD Program

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A GRANT CONTRACT IN THE AMOUNT NOT TO EXCEED $645,400.00 WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR THE PROVISION OF SCHOOL BASED ORAL DISEASE PREVENTION SERVICES FOR THE PERIOD BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-2-603**

REQUESTED BY: **HEALTH DEPARTMENT**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County has received a grant contract from the State of Tennessee, Department of Health for the provision of School Based Oral Disease Prevention Services, which services are further described in the Scope of Services and Deliverables section of the attached contract; and

WHEREAS, under the terms of the proposed grant contract, the Knox County Health Department will receive the amount not to exceed $645,400.00 over a two-year period beginning July 1, 2024 and ending June 30, 2026 with the amount of $322,700.00 being allocated each year; and

WHEREAS, the goal of the grant contract is to provide oral disease prevention services for school children in grades K-8 attending qualifying public schools; and

WHEREAS, this grant contract does not require matching funds from Knox County.

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

The grant contract with the Tennessee Department of Health for the provision of School Based Oral Disease Prevention Services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the grant contract with the Tennessee Department of Health for the provision of School Based Oral Disease Prevention Services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
July 1, 2024	June 30, 2026	34360-38225	

Grantee Legal Entity Name	Edison Vendor ID
The Government of Knox County dba The Knox County Health Department Oral Health Program	2830

Subrecipient or Recipient

☒ Subrecipient

☐ Recipient

Assistance Listing Number

Grantee's fiscal year end 6/30

Service Caption (one line only)

Provide oral disease prevention services for school children in grades K-8 qualifying public schools.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025			$322,700.00		$322,700.00
2026			$322,700.00		$322,700.00
TOTAL:			**$645,400.00**		**$645,400.00**

Grantee Selection Process Summary

☒ Competitive Selection — Budget allocations are based off prior year expenditures.

☐ Non-competitive Selection

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

CPO USE - GG

Speed Chart (optional)	Account Code (optional)
HL00007885	71301000

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
THE GOVERNMENT OF KNOX COUNTY DBA THE KNOX COUNTY HEALTH DEPARTMENT
ORAL HEALTH PROGRAM

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" The Government of Knox County dba The Knox County Health Department Oral Health Program, hereinafter referred to as the "Grantee," is for the provision of School Based Oral Disease Prevention Services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 1, is incorporated in this Grant Contract.

A.3. Service Definitions

a. "Auxiliary dental personnel" means state licensed dental hygienists and dental assistants trained to assist in dental evaluations, sealant screenings, fluoride varnish, and sealant application.

b. "Free and reduced school lunch program" means a federal program offering reduced or free lunch to school children based upon income criteria.

c. "NIST SP800-88 Revision1" means the National Institute of Standards and Technology's

d. "Oral disease prevention services" means dental screenings, sealant screenings, evaluations, referral/follow-up, application of sealants, application of fluoride varnish, outreach, and education.

e. "Oral health education" means instruction provided in schools and community settings to target populations about how to maintain or improve oral health status.

f. "PHI" means Protected Health Information:

1. Information created or received by a health care provider, health plan, employer or health care clearing house that relates to the past, present, or future physical,
genetic, or mental health or condition of an individual;
2. The provision of health care to an individual; or
3. The past, present, or future payment for the provision of health care to an individual;

4. The identifies the individual; or
5. For which there is a reasonable basis to believe the information can be used to Identify the individual.

g. "School Based Dental Preventative Program (SBDPP)" means a statewide preventative dental program.

h. "Sealant screening" means determination of teeth eligible for sealants by a hygienist working under State or Grantee protocol.

i. "Target schools" means schools where fifty (50) percent or more of the student population participates in the free and reduced school lunch program.

A.4. Service Goals: To provide oral disease prevention services for school children in grades K-8 attending qualifying public schools.

A.5. Service Recipients: Tennessee public school children in grades K-8 where fifty (50) percent or more of the student population participates in the free and reduced school lunch program.

A.6. Service Description: The Grantee shall use grant funds to retain dentist and auxiliary dental personnel to provide oral disease prevention services to include the following:

a. Provision of oral health education for children in targeted schools;

b. Provision of dental screenings for children participating in the preventive aspect of this program (sealants, prophys, fluoride varnish) with consent of parent of guardian and recording of screening for enrollees using CDT D0191

c. Provision of dental screening for children not participating in the preventive aspect of this program is optional;

d. Referral and follow-up for children who need urgent dental treatment;

e. Provision of dental sealants (CDT D1351) to children who are candidates for the procedure and with consent of parent or guardian consent;

f. Provision of an oral examination coded as D0120 for children who have returned the appropriate forms and have parental or guardian consent;

g. If a TennCare enrollee receives an oral evaluation (CDT D0120) and/or a prophylaxis (CDT D110 or D1120) and/or a fluoride varnish (CDT D1206) as part of the regions' school-based program, than those services must be recorded in the SEALTN database. A toothbrush prophylaxis would not meet the criteria for a dental prophylaxis.

h. Establishment of benchmarks for dental screenings, oral health education and TennCare outreach to ensure a sufficient delivery of these areas.

i. The Grantee shall upon expiration or termination of the Grant, for any reason, securely return all data received/created by the State or received/created by the Grantee, sub-Grantee or agents on behalf of the State, to the State Program Director referenced in Section D.8 using a method mutually agreed upon by both parties at the time of termination. The Grantee will then destroy all data in accordance to the current NIST SP800-88 Sanitation guidelines.

j. When using electronic consent forms, the grantee must distribute and collect data using approved state format in REDCap

A.7. Service Reporting: The Grantee shall use the State provided SBDPP SEALTN database to collect individual and group data using laptops and/or desktops, which utilize data security. The individual and group data is to be entered into the SEALTN database by the 7th (calendar day) of each month for the preceding month. The following is a list of required data that is to be reported and submitted monthly:

a. Individual Data for TennCare Children:

(1) Member Name
(2) Member Social Security Number or TennCare ID Number
(3) Dates of Services
(4) Specific Service Provided by Current ADA Procedure Code

This list shall be updated as needed by the State.

b. Individual Data for non-TennCare Participating Children:

(1) Student Name
(2) Individual Unique ID Number
(3) Dates of Services
(4) Specific Services Provided by Current ADA Procedure Code

This list shall be updated as needed by the State.

c. Project data:

(1) City and County of school, and community project
(2) System and school number from list provided by State
(3) Name of school and community project
(4) Begin and end date school and community project
(5) Number of signed consent forms returned
(6) Visit setting (school or community)

This list shall be updated by the State as needed.

A.8. Service Deliverables:

Deliverable	Contract Section	Delivery Date	Due to Whom?	Requested Format
Provision of oral health education for children targeted schools	A.5.a.	Day(s) of service	Oral Health Services	SBDPP SEALS Database
Provisional of dental screenings for children in attendance on the day of screening unless there is an objection from the parent, guardian, or student and recording of the sealant screenings hygienists from enrollees using CDT D0191	A.5.b.	Day(s) of service	Oral Health Services	SBDPP SEALS Database
Referral and follow-up for children who need urgent dental treatment	A.5.d.	Day(s) of service	Oral Health Services	SBDPP SEALS Database

Provision of dental sealants (CDT D1351) to children who are candidates for this procedure and with consent of parent or guardian	A.5.e.	Day(s) of service	Oral Health Services	SBDPP SEALS Database
Provision of an oral evaluation (CDT D0120) from children who have returned the appropriate forms and have parent or guardian consent; and	A.5.f.	Day(s) of service	Oral Health Services	SBDPP SEALS Database
A TennCare enrollee receiving an oral evaluation (CDT D0120) and/or a prophylaxis (CDT D1110 or D1120) and/or a fluoride varnish (CDT D1206) as part of the regions' school based program, services must be recorded and submitted to TennCare. A toothbrush prophylaxis would not meet the criteria for a dental prophylaxis.	A.5.g.	Day(s) of service	Oral Health Services	SBDPP SEALS Database

A.9. Conference Attendance:The Grantee's attendance at the Regional Dental Continuing Education Conferences held by State's Oral Health Services will be in accordance with Section C.4. of this Grant Contract. The Grantee's attendance at any other state or out-of-state conference will not be reimbursed without prior written approval of the State.

A.10. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the annual final report.

A.11. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Forty-Five Thousand Four Hundred Dollars $645,400.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) 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:

Dr. Crystal Manners, Program Director
Tennessee Department of Health
Oral Health Services
Andrew Johnson Building, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Email: Crystal.2.Manners@tn.gov

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

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Health, Oral Health 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, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.
iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State. (Attachment 4)

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

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

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

The State:

Dr. Crystal Manners, Program Director
Tennessee Department of Health
Oral Health Services
Andrew Johnson Building, 7th Floor
710 James Robertson Parkway
Nashville, TN 37243
Email: Crystal.2.Manners@tn.gov

The Grantee:

Kevin Parton
The Government of Knox County dba The Knox County Health Department Oral Health Program
140 Dameron Ave

Knoxville, TN 37917-6413
Email Address: Kevin.Parton@knoxcounty.org
Telephone # (865) 215-5273
FAX # NA

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.

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

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement 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 the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars ($10,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

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

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq*., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

E.6. The Grantee shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

E.7. Grantee Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Grantee shall protect Confidential State Data as follows:

(1) The Grantee shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Grantee shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Grantee shall implement and maintain privacy and security controls that follow the guidelines set forth in the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request.

(4) The Grantee must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on Grantee's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Grantee must provide a letter of attestation that includes a penetration testing and vulnerability assessments report that outlines risk exposure of the critical, high, and moderate risks and how they were mitigated, within 30 days of receiving the results.

(5) Upon State request, the Grantee shall provide a copy of all Confidential State Data it holds. The Grantee shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Grantee shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Grantee shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Grantee and all data centers used by Grantee to host State data, including those of all subcontractors, must comply with the most current version of NIST 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations," with the State to review the implementation of this Section. The State must have proof of compliance with NIST 800-171 in the form of a third-party audit at a minimum every two years or upon request. Knox County Information Security Management Policy is attached as Attachment # 6.

(2) The Grantee agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Grantee shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Grantee and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Grantee and all subcontractors used by the Grantee. Grantee will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Grant Contract. Grantee will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Grantee and subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Grantee's or subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Grantee's and subcontractor's compliance with Knox County Information Security Management Policy, which complies with NIST 800-171, and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Grantee and subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Grantee or subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Grantee shall maintain set(s) of documents, instructions, and procedures which enable the Grantee to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Grantee takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 1 hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

(2) The Grantee and the subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Grantee verifying that the Grantee can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Grantee shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.7. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by

Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

IN WITNESS WHEREOF,

THE GOVERNMENT OF KNOX COUNTY dba THE KNOX COUNTY HEALTH DEPARTMENT

Glenn Jacobs, County Mayor **DATE**

KNOX COUNTY HEALTH DEPARTMENT

Kevin Parton, Senior Director **DATE**

APPROVED AS TO FORM: CONTRACT #

Jessica Jernigan-Johnson, Deputy Law Director **DATE**

RALPH ALVARADO, MD, FACP, COMMISSIONER **DATE**

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	KNOX COUNTY GOVERNMENT
Subrecipient's Unique Entity Identifier (SAM)	6UIB2
Federal Award Identification Number (FAIN)	78212
Federal award date	5/3/24
Subaward Period of Performance Start and End Date	07/01/2024 - 06/30/2025
Subaward Budget Period Start and End Date	07/01/2024 - 06/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778
Grant contract's begin date	7/1/24
Grant contract's end date	6/30/26
Amount of federal funds obligated by this grant contract	$0.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	$8,370,400.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	R76 TNCARE DENTAL SCREENING
Name of federal awarding agency	TN DEPT OF TENNCARE
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	14.60

ATTACHMENT 1

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	KNOX COUNTY GOVERNMENT
Subrecipient's Unique Entity Identifier (SAM)	6UIB2
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.778
Grant contract's begin date	7/1/24
Grant contract's end date	6/30/26
Amount of federal funds obligated by this grant contract	$0.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 1)

The Government of Knox County dba The Knox County Health Department Oral Health Program

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JULY 1,2024, and ending JUNE 30, 2026.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$399,200.00	$0.00	$399,200.00
2	Benefits & Taxes	$91,800.00	$0.00	$91,800.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$102,300.00	$0.00	$102,300.00
6	Telephone	$3,000.00	$0.00	$3,000.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$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[2]	$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 10% of labor & benefits	$49,100.00	$0.00	$49,100.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$645,400.00	$0.00	$645,400.00

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 attached if line-item is funded.

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 2)

The Government of Knox County County dba The Knox County County Health Department Oral Health Program

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JULY 1, 2024, and ending JUNE 30, 2025.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$196,600.00	$0.00	$196,600.00
2	Benefits & Taxes	$45,200.00	$0.00	$45,200.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$55,200.00	$0.00	$55,200.00
6	Telephone	$1,500.00	$0.00	$1,500.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$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[2]	$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 10% of labor & benefits	$24,200.00	$0.00	$24,200.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$322,700.00	$0.00	$322,700.00

[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 attached if line-item is funded.

GRANT BUDGET DETAIL

KNOX County Health Department Oral Health Program

LINE-ITEM DETAIL FOR: [SALARIES]						AMOUNT
Megan Jacks, Hygienist	5,730.01	x	6	x	77%	$26,521.33
Megan Jacks, Hygienist	5,844.61	x	6	x	77%	$27,051.76
Sarah Naill, Hygienist	6,392.82	x	6	x	77%	$29,589.08
Sarah Naill, Hygienist	6,520.67	x	6	x	77%	$30,180.90
Michelle Hauther, Hygienist	6,652.38	x	6	x	9%	$3,418.98
Michelle Hauther, Hygienist	6,785.42	x	6	x	9%	$3,487.35
Carl Todoro, Dentist	12,962.92	x	6	x	17%	$12,993.50
Carl Todoro, Dentist	13,222.18	x	6	x	17%	$13,253.37
Rachel Lay, Assistant	3,780.70	x	6	x	100%	$22,684.22
Rachel Lay, Assistant	3,856.32	x	6	x	100%	$23,137.92
Kayla Gray, Administrator	4,167.10	x	6	x	9%	$2,141.78
Kayla Gray, Administrator	4,250.44	x	6	x	9%	$2,184.61
Sub-Total						$196,644.78
TOTAL (Rounded)						**$196,600.00**

ATTACHMENT 2

GRANT BUDGET

(BUDGET PAGE 4)

The Government of Knox County County dba The Knox County County Health Department Oral Health Program

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning JULY 1, 2025, and ending JUNE 30, 2026.

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1] (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries[2]	$202,600.00	$0.00	$202,600.00
2	Benefits & Taxes	$46,600.00	$0.00	$46,600.00
4, 15	Professional Fee/ Grant & Award [2]	$0.00	$0.00	$0.00
5	Supplies	$47,100.00	$0.00	$47,100.00
6	Telephone	$1,500.00	$0.00	$1,500.00
7	Postage & Shipping	$0.00	$0.00	$0.00
8	Occupancy	$0.00	$0.00	$0.00
9	Equipment Rental & Maintenance	$0.00	$0.00	$0.00
10	Printing & Publications	$0.00	$0.00	$0.00
11, 12	Travel/ Conferences & Meetings[2]	$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[2]	$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 10% of labor & benefits	$24,900.00	$0.00	$24,900.00
24	In-Kind Expense	$0.00	$0.00	$0.00
25	**GRAND TOTAL**	$322,700.00	$0.00	$322,700.00

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 attached if line-item is funded.

GRANT BUDGET DETAIL

KNOX County Health Department Oral Health Program

LINE-ITEM DETAIL FOR: [SALARIES]						AMOUNT
Megan Jacks, Hygienist	$ 5,961.50	x	12	x	77%	$55,185.58
Sarah Naill, Hygienist	$ 6,651.08	x	12	x	77%	$61,568.96
Michelle Hauther, Hygienist	$ 6,921.13	x	12	x	9%	$7,114.20
Carl Todoro, Dentist	$ 13,486.63	x	12	x	17%	$27,036.87
Rachel Lay, Assistant	$ 3,933.44	x	12	x	100%	$47,201.32
Kayla Gray, Administrator	$ 4,335.45	x	12	x	9%	$4,456.61
Sub-Total						$202,563.55
TOTAL (Rounded)						**$202,600.00**

STATE OF TENNESSEE
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY	
PO# **LINE#** **RECEIPT #**	**TDOH AGENCY INVOICE #**
EDISON CONTRACT #	
EDISON VENDOR # **EDISON ADDRESS LINE #**	**VOUCHER #**

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE	INVOICE NUMBER
	INVOICE DATE
	INVOICE PERIOD FROM TO
Edison Vendor #	CONTRACT PERIOD FROM TO
CONTRACTING STATE AGENCY Tennessee Department of Health	
PROGRAM AREA	CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER	

BUDGET LINE ITEMS	(A) TOTAL CONTRACT BUDGET	(B) AMOUNT BILLED YTD (MO./DAY/YR.)	(C) MONTHLY EXPENDITURES DUE	**FOR CENTRAL OFFICE USE ONLY** SPEEDCHART NUMBER: USERCODE: PROJECT ID: AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL	$0.00	$0.00	$0.00	

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

Please check one of the following boxes
These services are for ☐ medical services
☐ non-medical services

RECOMMENDED FOR PAYMENT

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title:

Date:

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title:

Date:

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION
FOR FISCAL USE ONLY

Title:

Date:

ATTACHMENT 3

REPORTING TEMPLATE

Introduction

Reporting Template has three parts:
•Schedule A,
•Schedule B, and
•Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.
Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-1 and Schedule B-1 must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.
•The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
•The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
•The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
•The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
•The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

Program Columns

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.
The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2nd quarter (from 10/1/22 to 12/31/2022) can be entered in this column.
All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2nd quarter in Quarter-To-Date column, all accumulated expenses for the 1st quarter and the 2nd quarter should be entered in Year-To-Date column.

Do not send a worksheet that is linked to another file

E-mail completed files to: policy2013_007.amo.health@tn.gov

or Mailing Address:

Rushdi Eskarous
Tennessee Department of Health
Fiscal Services
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Telephone: 615-741-2974

QUESTIONS:

Angela Sumner: angela.sumner@tn.gov
Rushdi Eskarous: rushdi.eskarous@tn.gov

PROGRAM EXPENSE REPORT (PER) SCHEDULE A

Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total**.** This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions). If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

Instruction for Expenses by Object Line-Items

Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

References:

2 CFR Part 200.430
Form 990 Part IX line 5, 7

Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

References:

2 CFR Part 200.431
Form 990 Part IX lines 8, 9, 10

Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

References:

2 CFR Part 200.459
Form 990 Part IX line 11

Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

References:
2 CFR Part 200.453
Form 990 Part IX line 13

Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

References:
2 CFR Part 200.471
Form 990 Part IX line 13

Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

References:
2 CFR Part 200.474
Form 990 Part IX line 13

Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

References:
2 CFR Part 200.465
Form 990 Part IX line 16

Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

References:
2 CFR Part 200.452
Form 990 Part IX line 13

Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

References:
- 2 CFR Part 200.461
- Form 990 Part IX line 13

Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is:

F&A Policy 08 Comprehensive State Travel Regulations.

References:
- 2 CFR Part 200.475
- Form 990 Part IX line 17

Line 12 Conference and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

References:
- 2 CFR Part 200.432
- Form 990 Part IX line 19

Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

References:
- 2 CFR Part 200.449
- Form 990 Part IX line 20

Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

References:

2 CFR Part 200.447

Form 990 Part IX line 23

Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

References:

2 CFR Part 200.1

Form 990 Part IX line 1

Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

References:

2 CFR Part 200.456

Form 990 Part IX line 2

Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

References:

2 CFR Part 200.436

Form 990 Part IX line 22

Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

References:
2 CFR Part 200.421
Form 990 Part IX line 12

b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:
2 CFR Part 200.1
Form 990 Part IX line 14

c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:
2 CFR Part 200.426
Form 990 Part IX line 24

d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:
2 CFR Part 200.433
Form 990 Part IX line 24

e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:
2 CFR Part 200.441
Form 990 Part IX line 24

f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:
2 CFR Part 200.1
Form 990 Part IX line 24

g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:
2 CFR Part 200.455
Form 990 Part IX line 24

h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:
2 CFR Part 200.462
Form 990 Part IX line 24

i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:
2 CFR Part 200.463
Form 990 Part IX line 24

j) Taxes:

Enter expenses for payment of taxes to the local government or state.

References:
2 CFR Part 200.470
Form 990 Part IX line 24

k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

References:
2 CFR Part 200.454
Form 990 Part IX line 24

Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

Reference:

2 CFR Part 200.405 2 CFR Part 200.413

Form 990 Part IX, column B

Line 22 Administrative Expenses

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

References:

2 CFR Part 200.414

Form 990 Part IX, Column C

Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

References:

2 CFR Part 200.434

Form 990 Part XI line 6

Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

Instruction for Sources of Revenue

• Reimbursable Program Funds

Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:
Form 990 Part VIII 1e

Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:
Form 990 Part VIII 1e

Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

• Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:
Form 990 Part VIII 1e

Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:
Form 990 Part VIII 1e

Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:
Form 990 Part VIII 1e

Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:
Form 990 Part VIII 1f

Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

References:
Form 990 Part VIII line 1f and Part XI line 6

Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

Reference:
Form 990 Part VIII line 2a to 2f

Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.
References:
Form 990 Part VIII 3 through 11e

Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

References:
Form 990 Part VIII 1a through 11e

Line 43 Total Revenue

Add lines 33, 41, and 42.
References:
Form 990 Part VIII 12

Instruction for Reconciliation Between Total and Reimbursable Expenses

Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

Line 55 Reimbursable Expense (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

NONGRANT EXPENSE REPORT (NER)
NONGRANT REVENUE REPORT (NRR) AND
RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES
SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

Instruction for Schedules A-1, A-1-Q1-Q4, and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

TOTAL EXPENSE SUMMARY REPORT
Schedule C

Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

Instruction for Expenses by Object Line-Items

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

Instruction for Columns

Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.

II. The cumulative year-to-date expenses for fund-raising activities, if any.

III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a		0.00		0.00
	b		0.00		0.00
	c		0.00		0.00
	d		0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM EXPENSE REPORT

Schedule A-Q1-Q4 | **Page # of # Pages:**

Contractor/Grantee Name: | **Report Period:**

Contracting State Agency:
Program Name: A
Assistance Listing Number/Program Number:
Edison Contract Number:
Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Program Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE

NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages		0.00		0.00
2	Employee Benefits & Payroll Taxes		0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees		0.00		0.00
5	Supplies		0.00		0.00
6	Telecommunication		0.00		0.00
7	Postage and Shipping		0.00		0.00
8	Occupancy		0.00		0.00
9	Equipment Rental and Maintenance		0.00		0.00
10	Printing and Publications		0.00		0.00
11	Travel		0.00		0.00
12	Conferences and Meetings		0.00		0.00
13	Interest		0.00		0.00
14	Insurance		0.00		0.00
15	Grants and Awards		0.00		0.00
16	Specific Assistance to Individuals		0.00		0.00
17	Depreciation		0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)				
a			0.00		0.00
b			0.00		0.00
c			0.00		0.00
d			0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases		0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses		0.00		0.00
23	**Total Direct Nongrant and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses		0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00

STATE OF TENNESSEE

NONGRANT/UNALLOWABLE EXPENSE REPORT

Schedule A-1-Q1-Q4 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:

Program Name: A

Assistance Listing Number/Program Number:

Edison Contract Number:

Grant/Contract Term:

Line Item #	Expense By Object	1 Quarter	2 Quarter	3 Quarter	4 Quarter	Year To Date	Grant Budget Amount (From Contract Agreement)	Over/(Under) Budget Amount
1	Salaries and Wages					0.00		0.00
2	Employee Benefits & Payroll Taxes					0.00		0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Professional Fees					0.00		0.00
5	Supplies					0.00		0.00
6	Telecommunication					0.00		0.00
7	Postage and Shipping					0.00		0.00
8	Occupancy					0.00		0.00
9	Equipment Rental and Maintenance					0.00		0.00
10	Printing and Publications					0.00		0.00
11	Travel					0.00		0.00
12	Conferences and Meetings					0.00		0.00
13	Interest					0.00		0.00
14	Insurance					0.00		0.00
15	Grants and Awards					0.00		0.00
16	Specific Assistance to Individuals					0.00		0.00
17	Depreciation					0.00		0.00
18	Other Non-personnel Expenses: (list details in a-d)							0.00
	a					0.00		0.00
	b					0.00		0.00
	c					0.00		0.00
	d					0.00		0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases					0.00		0.00
21	**Total Direct Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	Administrative Expenses					0.00		0.00
23	**Total Direct Nongrant and Administrative Exp**	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	In-Kind Expenses					0.00		0.00
25	**Total Nongrant Expenses**	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
PROGRAM REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES

Schedule B **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Program Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
NONGRANT/UNALLOWABLE REVENUE REPORT AND
RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedule B-1 **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Contracting State Agency:		
Program Name:	A	B
Assistance Listing Number/Program Number:		
Edison Contract Number:		
Grant/Contract Term:		

Line Item #	Sources Of Revenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)				
33	**Total Reimbursable Nongrant Funds (equals line 55)**	0.00	0.00	0.00	0.00
	Matching Revenue Funds:				
34	Other Federal Funds				
35	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)	0.00	0.00	0.00	0.00
39	Program Income				
40	Other Matching Revenue				
41	**Total Matching Revenue Funds (lines 34 - 40)**	0.00	0.00	0.00	0.00
42	Other Program Funds				
43	**Total Revenue (lines 33, 41, & 42)**	0.00	0.00	0.00	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Nongrant Expenses (line 25)	0.00	0.00	0.00	0.00
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0.00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	0.00	0.00	0.00	0.00

STATE OF TENNESSEE
TOTAL EXPENSE SUMMARY REPORT

Schedule C **Page # of # Pages:**

Contractor/Grantee Name: **Report Period:**

Line Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages	0.00			0.00
2	Employee Benefits & Payroll Taxes	0.00			0.00
3	**Total Personnel Expenses**	0.00	0.00	0.00	0.00
4	Professional Fees	0.00			0.00
5	Supplies	0.00			0.00
6	Telecommunication	0.00			0.00
7	Postage and Shipping	0.00			0.00
8	Occupancy	0.00			0.00
9	Equipment Rental and Maintenance	0.00			0.00
10	Printing and Publications	0.00			0.00
11	Travel	0.00			0.00
12	Conferences and Meetings	0.00			0.00
13	Interest	0.00			0.00
14	Insurance	0.00			0.00
15	Grants and Awards	0.00			0.00
16	Specific Assistance to Individuals	0.00			0.00
17	Depreciation	0.00			0.00
18	Other Non-personnel Expenses: (list details in a-d)				
	a	0.00			0.00
	b	0.00			0.00
	c	0.00			0.00
	d	0.00			0.00
19	**Total Non-personnel Expenses**	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	0.00			0.00
21	**Total Direct Program Expenses**	0.00	0.00	0.00	0.00
22	Administrative Expenses	0.00			0.00
23	**Total Direct and Administrative Expenses**	0.00	0.00	0.00	0.00
24	In-Kind Expenses	0.00			0.00
25	**Total Expenses**	0.00	0.00	0.00	0.00

Attachment 5

Annual (Final) Report

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details***:* (Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)

Submit one to:

Jenny Crane, Contract Manager, Community Health Services jenny.crane@tn.gov; and

fa.audit@tn.gov, TN Department of Finance and Administration

RLA-16955 **R-25-2-701**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Anna Roeder, 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, accepting donations in the total amount of $4,400.00 and eight (8) barrels of non-perishable food items and approving the donation of the same to the Love Kitchen. *(Parks and Recreation)*

Attachments

Resolution

LOVE KITCHEN

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, ACCEPTING DONATIONS IN THE TOTAL AMOUNT OF $4,400.00 AND EIGHT (8) BARRELS OF NON-PERISHABLE FOOD ITEMS AND APPROVING THE DONATION OF THE SAME TO THE LOVE KITCHEN.

RESOLUTION: **R-25-2-701**

REQUESTED BY: **PARKS & RECREATION**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Knox County's 26th Annual Holiday Festival of Lights at The Cove at Concord Park was held from December 2 through December 31, 2024; and

WHEREAS, donations in the total amount of $4,400.00 and eight (8) barrels of non-perishable food items were collected from visitors at the event; and

WHEREAS, Knox County desires to donate said amount and food to the Love Kitchen in support of the Love Kitchen's mission to provide food and clothing to those who need it most in our community.

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

The Knox County Commission hereby accepts donations in the total amount of $4,400.00 and eight (8) barrels of non-perishable food items collected from visitors at the 26th Annual Holiday Festival of Lights at The Cove at Concord Park and approves the donation of the same to the Love Kitchen.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

KNOX COUNTY
TENNESSEE
PARKS & RECREATION

2447 Sutherland Ave
Knoxville, TN 37919
865-215-6600
parks@knoxcounty.org
knoxcounty.org/parks

TO: County Commission

FROM: Knox County Parks and Recreation

DATE: February 3, 2025

SUBJECT: Love Kitchen Donations from 26th Annual Holiday Festival of Lights

Knox County Parks and Recreation have received donations in the total amount of $4,268.06 and eight (8) barrels of non-perishable food items. The new Purchase for a Purpose program which sold event collection mugs also attributed to the donation this year to bring the total gifted to the charitable organization $4,400. The donations were collected from the 26th Annual Holiday festival of Lights at the Cove at Concord Park and are to be donated to The Love Kitchen.

The consideration of a Resolution of the Commission of Knox County, Tennessee, accepting donations in the total amount of $4,400 and eight (8) barrels of non-perishable food items and approving the donation of the same to the Love Kitchen are scheduled on the Knox County February agenda.

Anna Roeder

Finance and Administration Director

Parks and Recreation
Office: 865-215-6610 | Cell: 865-369-8565

2447 Sutherland Avenue

Knoxville, TN 37919

KNOX COUNTY
TENNESSEE

RLA-16956 **R-25-2-702**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Anna Roeder, PARKS AND RECREATION
Department:	PARKS AND RECREATION
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 Knox County Parks and Recreation Donation Policy to formalize the Knox County Parks and Recreation Department's donation process.
(Parks and Recreation)

Attachments

Resolution

KCPR Donation Policy

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE KNOX COUNTY PARKS AND RECREATION DONATION POLICY TO FORMALIZE THE KNOX COUNTY PARKS AND RECREATION DEPARTMENT'S DONATION PROCESS.

RESOLUTION: R-25-2-702

REQUESTED BY: PARKS & RECREATION

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, Knox County Parks and Recreation welcomes and encourages donations from private individuals and entities that support the programs and services Knox County Parks and Recreation provides to the public; and

WHEREAS, Knox County Parks and Recreation has developed a Donation Policy to formalize the donation process; and

WHEREAS, the Knox County Commission finds it in the best interest of Knox County to approve the Donation Policy.

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

The Knox County Parks and Recreation Donation Policy is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date



KNOX COUNTY
TENNESSEE
PARKS & RECREATION

DONATION POLICY









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KNOX COUNTY TENNESSEE
PARKS & RECREATION



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- Proposals

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- Questions
- Review
- Decision
- Acceptance
- Implementation
- Removal/Relocation
- Future Responsibility

3 Donation Types
- Example Donations
- Donor Directed Ideas

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6 Memorial Policy

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DONATIONS

Donations are important to the vitality of Knox County and its mission to preserve our beautiful natural resources while providing outdoor experiences that are fun, fulfilling, and healthy for our residents and visitors.

Add to the beauty of a park, make a difference in a child's life, or honor someone or something special by donating to Knox County Parks and Recreation Donation Program.

The Knox County Parks and Recreation (KCPR) department welcomes and encourages donations from private individuals and entities that support the programs and service the department provide to the public.

Donations to the Knox County Parks and Recreation may be made in any amount to aid or benefit the services and facilities provided by the department. Gifts may restricted to be designated for a specific program, park, or purpose. Gifts may also be unrestricted in which case they will be dispersed to the area of greatest need at the sole discretion of KCPR.

This document provides the information to get started. Persons or organizations wishing to donate should review this Policy and use the donation form to submit their request.

Donor 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 by a third party, because of, arising out of, or due to the donation.

Any suits, claims or actions brought because of, arising out of, or due to the donation shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of - law, of any other jurisdiction, territory, country, and/or province and shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

TAX DEDUCTIONS

Donations given to the Knox County (County) are tax deductible if made solely for "public purposes". The IRS Code, at 26 U.S.C.170(c)(1) defines a "charitable contribution" (which is tax deductible) to include "a contribution or gift to or for the use of a State, a possession of the United States, or any political subdivision of any of the foregoing, or the United States or the District of Columbia, but only if the contribution or gift is made for exclusively public purposes."

PROCEDURE

The County and its citizens value parks and public lands. Therefore, request to enhance a park or add a monument, marker, plaque or memorial will be carefully assessed to ensure what is being proposed protects the integrity of the County's Parks.

DONORS

Those wishing to donate must complete an electronic proposal via the donation form to KCPR for consideration. Donors may speak with the Senior Director to discuss potential areas of need within the parks and recreation system.

PROPOSALS

The proposal should include information necessary for KCPR to determine whether the proposed donation complies with Knox County's Donation Policy. The proposal must address such things as whether the gift is restricted or unrestricted as well as anticipated location, cost, life cycle, specifications, recognition, wordage, maintenance etc. prior to acceptance.

QUESTIONS ON DONATION SUBMITTAL

Knox County Parks & Recreation
Attention: Finance & Administration Director
2447 Sutherland Ave
Knoxville, TN 37919
Phone: (865)-215-6610
Email to: knoxcounty.parks@knoxcounty.org
Online Form: knoxcounty.org/parks/donation

REVIEW

KCPR will review and determine the appropriateness of the proposal as measured by the policy and the guidelines in Section 4. If the donation falls outside of the approved policy, the proposal may be presented for further discussion and decision to the KCPR Advisory Board. All donations are approved by the Knox County Commission. Donors are invited to attend the board meeting to discuss the proposal or answer questions.

DECISION

KCPR staff will notify the donor within 30 business days of the review decision.

COUNTY ACCEPTANCE

With a positive review decision, KCPR staff will finalize the donation between the Knox County and the donor. Approval must be received before acceptance of donation or donation funds. The County shall be responsible for the coordination of installation, maintenance, and protection of the donation, within reason. Donation acceptance will occur at next regular Knox County Commission Board Meeting.

IMPLEMENTATION

Once the donation is accepted it will be deemed as donated to the County and the County will take ownership of the donation until such time that it is removed from the County.

The County is in no way obligated to replace the gift or park improvement if it is stolen, vandalized, worn out, irreparably damaged, or destroyed.

REMOVAL AND/OR RELOCATION

This section applies to both existing and new donations. The County or KCPR reserves the right to remove and/or relocate donations or monuments when (a) they interfere with the site safety, maintenance, or construction activities, (b) become unsightly due to vandalism or lack of maintenance and repair, or (c) if the law changes such that the monument, donation, plaque, or its message would be treated solely as the speech of a private person rather than the governmental speech of the County. The County will notify the donors, heirs, or alternate contact of any action related to the relocation or disposition of the donation. In certain situations, such as safety or emergency, the notification may be made after the action is taken. In the event a memorial is to be discontinued, a concerted effort will be made to return the plaque to the donor or heirs at no charge.

DONOR FUTURE RESPONSIBILITY

If the donation, gift, and/or memorial meet the intended life cycle or becomes damaged or destroyed, KCPR will make a reasonable effort to contact the donor, heir, or alternate contact specified on the donation form. In advance of the expiration of a memorial or notification of damage or destruction, donors will be contacted first to allow for renewal or replacement at their own expense. If a donor, heir, or alternate is unable to be reached after six (6) months of initial attempted contact, the location, gift, memorial, or donation may be opened to allow for an additional or new donor. In the event a memorial is to be discontinued, the plaque will be offered to the donor or heirs at no charge.

EXAMPLE DONATIONS

- Monetary Donations
- Unrestricted Use
- Restricted Use
- Securities, Stocks, & Bonds
- Real Estate for Resale
- Real Estate for Park Property
- Endowment Funds
- Funds in Perpetuity
- Quasi-Funds
- Commemorative Trees & Shrubs
- Small Park Amenities
- Benches
- Lights
- Water Fountains, etc.
- Large Park Amenities
- Playgrounds
- Sport Courts/Fields
- Picnic Shelters
- Memorial Monuments

DONOR DIRECTED IDEAS

Youth Scholarship

Your donation could sponsor a child or many children to be able to attend a safe, healthy, active program. KCRP offers assistance to eligible residents through the Recreation Scholarship Fund. Eligibility in our Scholarship Programs entitles youth who might otherwise not be able to attend the opportunity to enroll in our programs and activities, free of charge.



Park Renovations

Does your organization or family want to make a large impact on the quality of life for the citizens of Knox County? Consider installing a picnic shelter at a park near your neighborhood, adding lights to a Youth Sports Facility, resurfacing a court, or helping to build an artificial turf field.

Small Park Amenity

The park system is in need of small enhancements or replacements. Donations of small park amenities such as dog watering stations, swings, slides, and picnic tables, garbage cans, and grills are always appreciated and vitally important to our parks.

It is the KCPR's policy to encourage and facilitate public and private contributions that enhance, beautify, improve, supplement, support, or otherwise benefit the parks and recreation system.

All donations will adhere to the donation policy, procedures, and guidelines and be consistent with KCPR's mission, policies, park property restrictions, and park master plans.

GENERAL DONATION POLICY

It is the policy of the Knox County Parks and Recreation Department:

1. To encourage and facilitate public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplement, support, or otherwise benefit the parks and recreation system.

2. To accept only those gifts, park improvements, and donor recognitions that are consistent with the gift and donation guidelines as well as KCPR mission, policies, park property restrictions, park master plans, and the most current comprehensive parks and recreation plan approved by the County Commission.

3. To accept only those gifts, park improvements and donor recognitions given with no contingencies and the full understanding that they become the property of the County and are subject to the laws, ordinances, resolutions, policies and procedures that govern KCPR.

4. To enter into a written donation Agreement with the donor, where appropriate and advisable, that specifies the terms of any restricted gift, which may include provisions regarding maintenance, life span, and donor recognition.

5. To control and manage the placement, spacing, location, and number of memorials.

6. To accept only donations with the knowledge that the KCPRis in no way obligated to replace the gift or park improvement if it is stolen, vandalized, worn out, irreparably damaged, or destroyed.

7. To accept only donations which are of high quality to ensure a long life and are resistant to the elements, deterioration, and to acts of vandalism.

8. To maintain the donation or memorial in accordance with the written agreement between the donor and KCPR and if no such agreement exists the donation or memorial shall be maintained for a time period reflecting the reasonably expected lifespan.

GENERAL DONATION POLICY (CONT)

9. To make a reasonable effort to contact the donor or heirs in advance of the expiration of a memorial so that donors may request a renewal at their expense. In the event of replacement or upgrading, the original memorial plaque may be reused or replaced with a new plaque at the donor's direction and cost. In the event a memorial is to be discontinued, the plaque will be offered to the donor or heirs at no charge.

10. To calculate, review, and evaluate the expected life cycle, repair and replacement costs, estimated employee labor and all types of maintenance costs as well as only accept those gifts that do not cause undue financial burden on KCPR staff and/or resources.

11. To require, if it is determined the donation will cause KCPR to incur a financial burden, the donor will cover the full cost for the purchase, installation, and maintenance during the expected life cycle. This may require, but is not limited to, a separate fee schedule agreement which KCPR will enter into with the donor to ensure the installation or ongoing maintenance costs do not have a negative impact on the resources available for maintenance of other park facilities.

12. To reject any donation that could possibly interfere in any way with KCPR or the County's endorsement of the donor's goods or services or any proprietary interest of the donor.

13. To decline to accept a donation if such donation is not consistent with the policies, plans, mission, or ordinances of KCPR or the County or acceptance of same is contrary to law.

14. To ensure that all donor recognition objects are consistent with design guidelines approved at the discretion of the Senior Director of Parks and Recreation and final approval from the County Commission.

15. To make it known that the donor is responsible for any fees for independent legal counsel retained by the donor for completing a donation to KCPR; any and all other third-party costs and fees associated with the transfer of the donation.

16. To ensure that donations for properties located on the National Register of Historic Sites meet the requirements for those properties. This may include obtaining approval from the Historic Preservation Commission.

17. To provide written acknowledgment of all donations made to KCPR and comply with the current IRS requirement in acknowledgment of the donation.

MEMORIAL POLICY

Knox County, through its Memorial Policy, promotes the placement and dedication of Memorial Landmark donations by members of the public in its parks and green spaces. Placement shall align with Park Board policies, design standards, and guidance. This Memorial Policy is not meant to be all encompassing, and KCPR staff will guide an applicant in placement of the Memorial donation.
It is the Memorial Donation Policy of the Knox County Parks and Recreation Department:

1. To place Memorials near a walkway, sidewalk, or path in a specified park, green space setting, or near items of interest. These items are structures or other park facilities such as warming houses, pavilions, beaches, fountains, or other park infrastructure where the existence of a selected landmark would be beneficial to the public, as deemed appropriate by KCPR staff. Placement preference will be given to bench placement proposals where landmarks are across from one another on a walkway, sidewalk, or path.
2. To place Memorials in an area where shade is currently present or will be present over time due to the placement of a tree or trees near a bench placement.
3. To place, at a minimum, 100 feet apart along walkways sidewalks, or paths.
4. That Memorials should not be placed in open green spaces when not near infrastructure such as walkways, structures, or other park amenities, especially if these landmarks are not accompanied by a shade bearing tree donation.
5. That memorial benches shall be placed with a concrete pad around the base of the bench to help with maintenance practices such as mowing and trimming. The pad shall adhere to the following standards:
    a. 6-foot bench – 3-foot x 8-foot x 4-inch depth ready-mix slab, or current ADA standards if different.
    b. The applicant shall be responsible for all costs related to materials for the slab construction and bench placement in addition to the bench and plaque if applicable.
6. That memorial trees placed in conjunction with memorial benches shall be placed near the memorial bench to provide future shade for the bench. Placement of trees in other locations in Park settings shall be approved by the KCPR Senior Director, upon consultation with the KCPR Advisory Board, BLOOM Subcommittee. All trees shall be a 1.5-inch diameter and/or 15-gallon, and approved species.
7. To review requests for plaques which may accompany donations. For memorials and recognition of individuals, plaque text shall be limited to the name of donor and/or person being honored, and year of donation. While KCPR respects the desire of individuals to memorialize their loved ones, it also recognizes the desire of other community members not to be burdened with a constant reminder of death in public places, out side of recognized locations. Therefore, care must be taken to honor and remember loved ones in a discreet manner. The use of the words “In memory of” or use of birth and death dates are not permitted. The words “In honor of” may be used. Educational and/or historical information related to the park, or the amenity can be included in the plaque if it will enhance the value to the public.

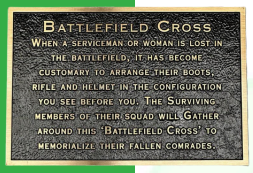
Recommended wording for a plaque is shown below:
Donated in Honor of _____ by friends and family.
(Name)
(Year of Donation)



French Broad Veterans Memorial Park - Monuments

Standardization of Monuments

- 3ft -6ft (except pavilion)
- All US Branches of Service
- Specialty Groups:
  -Navy Seals
  -Army Rangers
  -Tuskegee Airmen
- Veteran Groups
- Individuals & Families

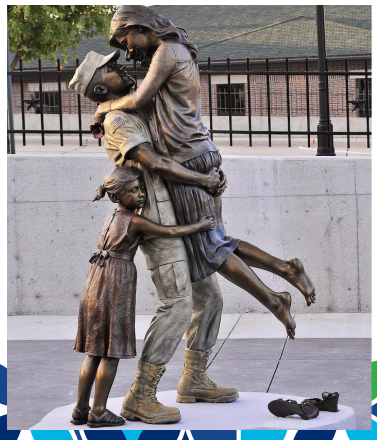


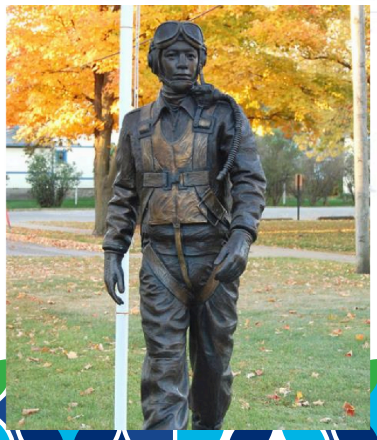


*All monuments placed at French Broad Veterans Memorial Park are subject to the specific guidelines outlined by this document and recommended for approval by the Veterans Memorial Subcommittee to the Senior Parks and Recreation Director to take before County Commission for final approval.













DEFINITIONS

For the purposes of this Donation Policy, the following definitions apply:

Donation: A voluntary contribution of funds, goods, or services to the Parks and Recreation Department to support its programs and initiatives.

Donor: An individual, corporation, foundation, or other entity that makes a donation to the Parks and Recreation Department.

Monetary Donation: A donation made in cash, check, or other monetary forms, including online payments.

I**n-kind Donation**: A donation of goods or services, such as equipment, supplies, or volunteer time, rather than monetary contributions.

Designated Fund: A fund within the Parks and Recreation Department allocated for a specific project or purpose as directed by the donor.

Restricted Donation: A donation with conditions set by the donor regarding how it should be used, consistent with legal and policy requirements

Private Individual: An individual person who makes a donation, either monetary or in-kind, to the Parks and Recreation Department.

Entity: An organization, corporation, business, or foundation that makes a donation to the Parks and Recreation Department.

Gifts: Any voluntary contributions made to the Parks and Recreation Department, including monetary donations, property, services, or goods. These may be unrestricted or restricted and can come from individuals, entities, or organizations.

DEFINITIONS CONTINUED

For the purposes of this Donation Policy, the following definitions apply:

Restricted: A type of donation or fund where the donor specifies a particular use or purpose for the contribution, such as funding for specific programs, projects, or facilities. These funds must be used according to the donor's specifications.

Unrestricted: A type of donation or fund that can be used by the Parks and Recreation Department for any purpose deemed necessary or appropriate, without restrictions or limitations set by the donor.

Protection of Donation: Measures taken to preserve the integrity, safety, and longevity of donated items or funds, ensuring that they are used appropriately and not subjected to harm or misuse.

Memorial: A donation made in honor of a person, group, or event, typically leading to the creation of a lasting tribute such as a bench, plaque, or monument within the park system.

Expected Life Cycle: The anticipated duration of useful life for a donated item, amenity, or infrastructure, before it may need to be repaired, replaced, or decommissioned.

Real Estate for Resale: Property that is donated to the Parks and Recreation Department with the intention of selling it, often to raise funds for park-related projects or operations.

Real Estate for Park Property: Property donated to the Parks and Recreation Department intended for the development or expansion of park facilities, green spaces, or recreational areas, rather than for resale.



"Giving is not just about making a donation, it's about making a difference."

KNOX COUNTY
TENNESSEE
PARKS & RECREATION

KNOX COUNTY
PARKS & RECREATION

2447 Sutherland Ave,
Knoxville, TN 37919

knoxcounty.org/parks

RLA-16875 **R-25-2-801**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	FINANCE DEPARTMENT
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 the unclaimed balance of accounts remitted to the State Treasurer under the Unclaimed Property Act for the report year ending June 30, 2022.
(Finance)

Attachments

Resolution

Unclaimed Property Listing

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THE UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO THE STATE TREASURER UNDER THE UNCLAIMED PROPERTY ACT FOR THE REPORT YEAR ENDING JUNE 30, 2022.

RESOLUTION: **R-25-2-801**

REQUESTED BY: **FINANCE**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Tennessee Uniform Disposition of Unclaimed Property Act, set forth at Tenn. Code Ann. § 66-29-101, et seq., provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government and its agencies if it exceeds one hundred dollars ($100.00), less a proportionate share of the cost of administering the program; and

WHEREAS, Knox County and/or its agencies have remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act for the report year ending June 30, 2022; and

WHEREAS, Knox County agrees to meet all of the requirements of the Uniform Disposition of Unclaimed Property Act and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State Treasurer; and

WHEREAS, it is agreed that Knox County will retain a sufficient amount to ensure prompt payment of allowed claims without deduction for administrative costs or service charges and that the balance of funds will be deposited in Knox County's general fund.

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

The Commission of Knox County, Tennessee hereby requests the State Treasurer to pay the unclaimed balance of funds remitted for the 2022 report year to Knox County in accordance with the provisions of Tennessee Code Annotated Section 66-29-121. A list of remittances made by or on behalf of Knox County and its agencies is attached hereto.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

HRS Pro Unclaimed Property Listing - Summary

Knox County Government **State Reported: TN** **Year: 2023** **Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 2**

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Total Property Count: 42	**Cash to Remit: $18,969.08**	**Reported Total: $18,969.08**	**Shares to Remit:**	**Tangible Properties: 0**
	Total Additions: $0.00	**Total Deductions: $0.00**	**Total Deletions: $0.00**	

Property Type	Primary Owner	Cash to Remit	Shares to Remit	Tangible Boxes
1. MS01	Dwight L Aarons	$150.00	0.0000	0
2. MS99	AGGREGATE	$7,309.83	0.0000	0
3. MS99	AGGREGATE	$224.76	0.0000	0
4. MS01	Vincent Balla	$237.11	0.0000	0
5. MS01	Christopher Bishop	$210.00	0.0000	0
6. MS01	Josephine Brown	$53.00	0.0000	0
7. MS04	Central Knox, Inc.	$2,237.62	0.0000	0
8. MS04	Serina Curtis	$130.13	0.0000	0
9. MS01	Erin G Dial	$300.49	0.0000	0
10. MS01	Travis Donnell	$180.00	0.0000	0
11. MS01	Logan B Galyon	$51.42	0.0000	0
12. MS01	Alecia Gentry	$180.00	0.0000	0
13. MS04	Marissa Geter	$107.86	0.0000	0
14. MS01	Erin F Glisson	$150.00	0.0000	0
15. MS01	Erin F Glisson	$230.00	0.0000	0
16. MS01	Jonathan D Greene	$414.92	0.0000	0
17. MS01	Frances Hampton	$93.00	0.0000	0
18. MS04	JESSICA HOFFMAN	$317.94	0.0000	0
19. MS04	JESSICA HOFFMAN	$275.75	0.0000	0
20. MS04	JESSICA HOFFMAN	$301.28	0.0000	0
21. MS04	JESSICA HOFFMAN	$359.72	0.0000	0
22. MS04	JESSICA HOFFMAN	$261.62	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government State Reported: TN Year: 2023 Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 2

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23. MS04	LISA HUDGENS	$131.04	0.0000	0
24. MS04	Shannon Jackson	$280.29	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government State Reported: TN Year: 2023 Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 2

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Property Type	Primary Owner	Cash to Remit	Shares to Remit	Tangible Boxes
25. MS01	Susan D Jennings	$337.50	0.0000	0
26. MS01	Susan D Jennings	$150.00	0.0000	0
27. MS01	Susan D Jennings	$400.00	0.0000	0
28. MS01	Saleha S Mansoor	$90.00	0.0000	0
29. MS01	Mary Martin	$277.05	0.0000	0
30. MS01	Patrick M Newman	$210.00	0.0000	0
31. MS04	Notable Inc	$1,500.00	0.0000	0
32. MS04	Jennifer Owen	$323.04	0.0000	0
33. MS04	Jennifer Owen	$86.14	0.0000	0
34. MS04	Lucinda Parramore	$50.00	0.0000	0
35. MS04	Holly Shanklin	$140.40	0.0000	0
36. MS01	Donna K Shin	$90.00	0.0000	0
37. MS04	The University of Chicago	$150.00	0.0000	0
38. MS04	Debra Tilson	$107.50	0.0000	0
39. MS04	Reyschelle Toth	$144.67	0.0000	0
40. MS01	Lindy C Westenhoff	$375.00	0.0000	0
41. MS01	Charles W Williamson	$190.00	0.0000	0
42. MS01	Charles W Williamson	$160.00	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government **State Reported: TN** **Year: 2023** **Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 1**

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Total Property Count: 64	**Cash to Remit: $85,837.95**	**Reported Total: $85,837.95**	**Shares to Remit:**	**Tangible Properties: 0**
	Total Additions: $0.00	**Total Deductions: $0.00**	**Total Deletions: $0.00**	

Property Type	Primary Owner	Cash to Remit	Shares to Remit	Tangible Boxes
1. MS04	4506 Hutton Road, LLC	$5,920.00	0.0000	0
2. MS04	American Anesthesiology of Tennessee, PC	$7,409.74	0.0000	0
3. MS04	Edward Angel	$75.00	0.0000	0
4. MS04	Mason Armstrong	$148.48	0.0000	0
5. MS04	Freddy Bahati	$55.00	0.0000	0
6. MS04	Thomas Bailey	$1,188.00	0.0000	0
7. MS04	Grant Bass	$55.00	0.0000	0
8. MS04	Kelly Beal	$55.00	0.0000	0
9. MS04	Christopher Beeler	$182.60	0.0000	0
10. MS04	Boy Scouts of America	$300.00	0.0000	0
11. MS04	Riley Brewer	$316.37	0.0000	0
12. MS04	Jonathan H Cole	$1,690.00	0.0000	0
13. MS04	D & k MANAGEMENT, INC.	$5,850.00	0.0000	0
14. MS04	Katie Devinney	$654.58	0.0000	0
15. MS04	Sara Riley Douglas	$60.00	0.0000	0
16. MS04	Jonathan Egert	$433.40	0.0000	0
17. MS04	Philip Ems	$99.99	0.0000	0
18. MS04	Christopher England	$55.00	0.0000	0
19. MS04	Chantele Faircloth	$55.00	0.0000	0
20. MS04	ADDISON FIELDS	$93.75	0.0000	0
21. MS04	Brian Fletcher	$55.00	0.0000	0
22. MS04	Larissa Fulford	$97.68	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government State Reported: TN Year: 2023 Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 1

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23. MS04	Henrietta Gantt	$200.00	0.0000	0
24. MS04	Heath Grubb	$70.79	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government State Reported: TN Year: 2023 Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 1

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Property Type	Primary Owner	Cash to Remit	Shares to Remit	Tangible Boxes
25. MS04	Nancy Hall	$52.00	0.0000	0
26. MS04	Health Communication Impact, LLC	$1,600.00	0.0000	0
27. MS04	Mary Idell	$51.00	0.0000	0
28. MS04	Innovative Pathology Service PLLC	$121.06	0.0000	0
29. MS04	Knoxville Martial Arts Academy	$300.00	0.0000	0
30. MS04	Knoxwood Holdings LLC	$3,789.62	0.0000	0
31. MS04	Knoxwood Holdings LLC	$3,353.00	0.0000	0
32. MS04	Penny Lowe	$387.00	0.0000	0
33. MS04	Mast Concepts	$295.00	0.0000	0
34. MS04	Brandon McBath	$445.00	0.0000	0
35. MS04	Keith McMillan	$51.00	0.0000	0
36. MS04	Muriel Miller	$6,240.00	0.0000	0
37. MS04	Julie Morrow	$140.00	0.0000	0
38. MS04	Patrick Nicholson	$141.34	0.0000	0
39. MS04	Mary Patrick	$625.00	0.0000	0
40. MS04	Scott and Rebecca Rainey	$99.97	0.0000	0
41. MS04	Monica Reyes Mendoza	$51.23	0.0000	0
42. MS04	Ridgebrook II, L.P.	$3,112.00	0.0000	0
43. MS04	Joseph Greyson Ridgell	$72.78	0.0000	0
44. MS04	Nathan Robinette	$77.00	0.0000	0
45. MS04	Debra Rodriquez	$86.00	0.0000	0
46. MS04	Travis Russell	$254.88	0.0000	0
47. MS04	Chad Sharp	$90.00	0.0000	0
48. MS04	Kimberly Sikes	$116.91	0.0000	0
49. MS04	Beatrice Skrip	$127.02	0.0000	0
50. MS04	Mae Smith	$57.19	0.0000	0

HRS Pro Unclaimed Property Listing - Summary

Knox County Government State Reported: TN Year: 2023 Description: 7/1/2021-6/30/2022 Conversion Year 2023 Report 1

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Property Type	Primary Owner	Cash to Remit	Shares to Remit	Tangible Boxes
51. MS04	Warren Sneed	$55.00	0.0000	0
52. MS04	Steadfast Amberleigh VN, LLC	$7,880.30	0.0000	0
53. MS04	Heather Stewart	$51.78	0.0000	0
54. MS04	Katie Stone	$90.00	0.0000	0
55. MS04	Debra Tilson	$129.00	0.0000	0
56. MS04	United Healthcare Community Plan	$117.32	0.0000	0
57. MS04	University Health Systems, Inc.	$200.00	0.0000	0
58. MS04	University Physicians Association Inc	$150.00	0.0000	0
59. MS04	Volunteer Village	$6,995.64	0.0000	0
60. MS04	West Vista Ridge, LLC	$14,031.35	0.0000	0
61. MS04	West Vista Ridge, LLC	$8,708.10	0.0000	0
62. MS04	Brad Yearout	$91.08	0.0000	0
63. MS04	Young Professionals of Knoxville	$200.00	0.0000	0
64. MS04	Zaina, LLC	$282.00	0.0000	0

RLA-16982 **R-25-2-901**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY MAYOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving a Commercial Purchase and Sale Agreement in the amount of $4,350,000.00 with Fort Loudon Waste & Recycling Inc., Jason W. Bales, and Edstock LLC for 2742 Hancock Street and 302 North Avenue for a Countywide Maintenance Facility.

(County Mayor and Commissioners Durrett, Russell, Lee and Frazier)

Attachments

Resolution

Purchase & Sale Agreement

Letter of Intent

Memo

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING A COMMERCIAL PURCHASE AND SALE AGREEMENT IN THE AMOUNT OF $4,350,000.00 WITH FORT LOUDON WASTE & RECYCLING INC., JASON W. BALES, AND EDSTOCK LLC FOR 2742 HANCOCK STREET AND 302 NORTH AVENUE FOR A COUNTYWIDE MAINTENANCE FACILITY.

RESOLUTION: **R-25-2-901**

REQUESTED BY: **COUNTY MAYOR AND COMMISSIONERS DURRETT, RUSSELL, LEE AND FRAZIER**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Fort Loudon Waste and Recycling Inc. and Jason W. Bales are the owners of real property located at 2742 Hancock Street, Parcel ID/Tax ID 081CM01903, as more particularly described in the attached agreement; and

WHEREAS, Edstock LLC is the owner of real property located at 302 North Avenue, Parcel ID/Tax ID 081CM01902, as more particularly described in the attached agreement; and

WHEREAS, Knox County desires to purchase 2742 Hancock Street and 302 North Avenue (the "Properties") for a Countywide Maintenance Facility; and

WHEREAS, a purchase price of $4,350,000.00 for the Properties has been negotiated and accepted by the parties under the terms and conditions set forth on the attached Commercial Purchase and Sale Agreement.

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

The Commercial Purchase and Sale Agreement with Fort Loudon Waste and Recycling Inc., Jason W. Bales, and Edstock LLC for 2742 Hancock Street (Parcel ID/Tax ID 081CM01903) and 302 North Avenue (Parcel ID/Tax ID 081CM01902) is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, the Commercial Purchase and Sale Agreement with Fort Loudon Waste and Recycling Inc., Jason W. Bales, and Edstock LLC for 2742 Hancock Street (Parcel ID/Tax ID 081CM01903) and 302 North Avenue (Parcel ID/Tax ID 081CM01902) shall be executed subject to such amendment or action not affecting the substantive provisions of the agreement as may be required and approved by the Knox County Law Director.

BE IT FURTHER RESOLVED, that the Mayor of Knox County is hereby authorized to execute any and all other documents which may be required to effectuate and complete the purchase and conveyance of the Properties, subject to the review and approval of the Knox County Law Director's Office.

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**

SVN
WOOD PROPERTIES

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Knox County, Tennessee ("Buyer") agrees to buy and the undersigned seller Port Loudon Waste And Recycling Inc & Jason W. Bales & Edstock LLC ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 2742 Hancock Street (Address) Knoxville (City), Tennessee, 37917 (Zip), as recorded in Knox County Register of Deeds Office, _____ deed book(s), _____ page(s), and/or _____ instrument no. and as further described as: Parcel ID/Tax ID: 081CM01903 (Sale Includes 302 North Ave, Knoxville, TN 37917, ID: 081CM01902) together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be Four Million Three Hundred Fifty Thousand U.S. Dollars, ($ 4,350,000.00) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 3 business days after the Binding Agreement Date, the sum of $ 35,000.00 with Tennessee Valley Title Insurance Co. ("Holder") located at 800 S Gay St #1700, Knoxville, TN 37929 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows: This agreement is subject to Knox County Commission approval during the due diligence period which expires on March 20, 2025, per the executed Letter of Intent. Buyer may extend the Due Diligence period for one (1) additional period of thirty (30) days, expiring April 19, 2025, upon deposit of additional non-refundable Earnest Money of $10,000, which shall be delivered to the Escrow Agent as provided above.

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

(a) at Closing to be applied as a credit toward Buyer's Purchase Price;

(b) upon a subsequent written agreement signed by Buyer and Seller; or

(c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and ~~all parties agree~~ to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, ~~including~~ reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. ~~Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder.~~ Buyer shall have 20 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within NA days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

(1) Liens for ad valorem taxes not yet due and payable.

(2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:

(a) as is classified as "marketable" under the laws of Tennessee; and

(b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

B. **Warranties of Buyer.** Buyer warrants Buyer is not a sanctioned nonresident alien, sanctioned foreign business, or sanctioned foreign government or an agent, trustee, or fiduciary thereof and therefore is not precluded from purchasing Property pursuant to Tenn. Code Ann. §66-2-301, et seq.

C. **Title Issues and Objections.** Buyer shall have 30 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 15 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

A. **Closing Date.** This transaction shall be consummated on April 25th, 2025, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. **Closing Agency for Buyer & Contact Information:**

Tennessee Valley Title Insurance Co. - (865) 523-6254

Closing Agency for Seller & Contact Information:

Tennessee Valley Title Insurance Co. - (865) 523-6254

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C. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☒ General Warranty Deed ☐ Special Warranty Deed

☐ Quit Claim Deed ☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. **Conditions to Closing.**

Prior to Closing, Seller shall removal all personal belongings and equipment and all belongings and equipment left by previous Lessors or Lesses from both parcels included in this sale. The property shall be completely cleared and all previous leases shall be terminated. Failure to remove these items shall result in a termination of this agreement and Buyer shall receive a full refund of all Earnest Money deposit(s).

9. **Costs.**

A. **Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel and, **if checked,** ☐ **all transfer taxes,** otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. ***It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.***

B. **Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. **Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

Item to be Paid	Paid by Seller	Paid by Buyer
Survey	☐	☐
Title Examination	☐	☐
Premium for Standard Owner's Title Insurance Policy	☐	☐
Other: See Special Stipulations	☐	☐
Other: _____	☐	☐

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Other: _____ ☐ ☐

10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:*

☐ Utilities ☐ Service Contracts ☐ Tenant Improvement Costs

☐ Rents ☐ Leasing Commissions ☐ Other: _____

☐ Other: _____ ☐ Other: _____

11. Representations and Warranties.

A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. Agency and Brokerage.

A. Agency.

(1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.

(2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.

(3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.

(4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

(5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.

(6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

(1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

☒ the Designated Agent for the Seller,

☐ the agent for the Seller,

☐ a Facilitator for the Seller, OR

☐ a dual agent.

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(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

☒ the Designated Agent for the Buyer,

☐ the agent for the Buyer,

☐ a Facilitator for the Buyer, OR

☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** [Required with dual Agency] The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,

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that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. **Other Provisions.**

A. **Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. **Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 365 Days after the date of Closing.

C. **Governing Law and Venue.** ~~This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.~~

D. **Time of Essence.** Time is of the essence in this Agreement.

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline,** other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. **Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)

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Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. **Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, ~~including~~ reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. **Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. **Termination by Buyer.** In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars ($100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. **Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☒ Exhibit "C" Addition to Seller's Closing Documents
- ☒ Exhibit "D" Seller's Warranties and Representations

17. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

Closing Costs: Seller and Buyer shall each be responsible for one-half of any transfer fees and deed preparation fees, title insurance costs, plus any additional costs typically paid in similar real estate transactions in Knox County, Tennessee. The Buyer shall be responsible for all architects, consulting engineers, consultants and any other professional fees associated with Buyer's due diligence investigation. Buyer and Seller shall each separately be responsible for the fees and expenses of their respective legal counsel in connection with the transaction contemplated herein. The Buyer shall obtain at its sole cost and expense a current ALTA survey of the Property containing such information and details as required by the title company to obtain extended title insurance coverage.

Brokerage: Buyer is represented by SVN | Wood Properties and Seller is represented by Connell Properties. Seller shall pay a real estate commission at closing equal to 6% of the Purchase Price split 50/50 between Buyer and Seller agents.

☒ **(Mark box if additional pages are attached.)**

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18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5:00 o'clock □ a.m./ ☒ p.m. local time on the 1st day of March, 2025.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

_____

BUYER Knox County, Tennessee

By: Glenn Jacobs

Title: Knox County Mayor

Entity: _____

_____ at _____ o'clock □ am/ □ pm
Offer Date

_____

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm
Offer Date

Seller hereby:

- □ **ACCEPTS** – accepts this offer.
- □ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
- □ **REJECTS** – rejects this offer and makes no counter offer.

_____

SELLER Fort Loudon Waste And Recycling Inc & Jason W. Bales

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock □ am/ □ pm
Date

_____

SELLER Edstock LLC

By: _____

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Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm
Date

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

Connell Properties	SVN | Wood Properties
Listing Company	Selling Company
Drew Clemmons	Matthew Strother
Independent Licensee	Independent Licensee
drew@connellproperties.com	matthew.strother@svn.com
Licensee Email	Licensee Email
865-742-4631	865-309-6272
Licensee Cellphone No.	Licensee Cellphone No.

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Contract No.: 25-048

APPROVED AS TO LEGAL FORM

Knox County Law Director Date

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Paragraph 17 Special Stipulations (Continued)

15. C. Governing Law and Venue. This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

Individual Line Changes:

Page 1, Line 37: No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and Seller agrees to defend …

Page 1, Line 42: funds interpleaded, its costs and expenses, excluding reasonable attorney's fees. The prevailing party in the interpleader …

Page 7, Line 309: on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, excluding …

Buyer: Knox County, Tennessee

Seller: Fort Loudon Waste and Recycling Inc. & Jason W. Bales

Seller: Edstock, LLC

EXHIBIT "A"

SITUATED in the Seventh (7th) Civil District of Knox County, Tennessee, and within the 17th Ward of the City of Knoxville, also being known as one-lot subdivision for Silver Furniture as shown by map of the same of record in Map Cabinet P, Slide 254B, in the Knox County Register of Deeds Office, and being more particularly described as follows, to-wit;

BEGINNING at an iron rod set at the common corner of Proposed Lots 19R-1 and 19R-2 in the Northerly right-of-way line of North Avenue, said point being located South 65 degrees 45 minutes 56 seconds West, 87.02 feet from the intersection of right-of-ways of the southerly line of North Avenue and the westerly line of Hancock Street; thence along the northernly right-of-way of North Avenue the next two calls, South 45 degrees 36 minutes 00 seconds West, 110.00 feet to iron rod found; thence South 45 degrees 36 minutes 00 seconds West, 499.56 feet to a nail set in a tree root common corner to Lift Truck Sales and Service as recorded in Deed Book 1875, page 05; thence along the common line first with Lift Truck Sales and Service, then with the terminus of Van Huss Avenue and then with other property of Lift Truck Sales and Service as recorded in Deed Book 1866, page 411, North 44 degrees 00 minutes 36 seconds West, 375.96 feet to an iron rod found in the southerly right-of-way line of Norfolk Southern Railway; thence along the southerly right-of-way line of Norfolk Southern Railway the following four calls, North 38 degrees 50 minutes 02 seconds East, 62.80 feet to a point; thence South 55 degrees 40 minutes 37 seconds East, 9.47 feet to a point; thence North 38 degrees 50 minutes 02 seconds East, 436.07 feet to a point; thence North 38 degrees 46 minutes 00 seconds East, 20.00 feet to an iron rod set at the common corner to Lot 19R-2; thence along the common line with Lot 19R-2 the next two calls, South 49 degrees 47 minutes 35 seconds East, 309.27 feet to an iron rod set; thence South 71 degrees 17 minutes 39 seconds East, 134.46 feet to the POINT OF BEGINNING. Containing 218,045 square feet or 5.006 acres as shown on a survey prepared by Barge Waggoner Sumner & Cannon, Inc., signed by Gary C. Clark, RLS No. 1329, bearing BWSC File No. 33512-01 and dated April 13, 2011.

BEING the same property conveyed to Edstock, LLC, a Tennessee limited liability company, from Edward P. Bales, Jr., and Jason W. Bales, as tenants in common, by Quit Claim Deed dated January 29, 2020, filed for record as Instrument No. 202001310050862, in the Knox County Register of Deeds Office.

EXHIBIT "A"

Being part of a parcel of land located in the 7th Civil District of Knox County, Tennessee, and within the 17th Ward of the City of Knoxville also being known as Parcel 19 as shown on Tax Map 81-C, Group M; being further described as property of Eastland Capital LLC as recorded in Instrument No. 20080429-0080982 and as recorded in Plat Cabinet P, Slide 254-B and more particularly described as follows:

Beginning at an iron rod set at the common corner of Proposed Lots 19R-1 and 19R-2 in the northerly right-of-way line of North Avenue, said point being located South 65 deg. 45 min. 56 sec. West, 87.02 feet from the intersection of right-of-ways of the southerly line of North Avenue and the westerly line of Hancock street;

THENCE, along the common line with Lot 19R-1 the next two calls, North 71 deg. 17 min. 39 sec. West, 134.46 feet to an iron rod set;

THENCE, North 49 deg. 47 min. 35 sec. West, 309.27 feet to an iron rod set in the southerly right-of-way line of Norfolk Southern Railway;

THENCE, along the southerly right-of-way line of Norfolk Southern Railway the following nine calls, North 38 deg. 46 min. 00 sec. East, 129.88 feet to a point;

THENCE, North 51 deg. 14 min. 00 sec. West, 10.00 feet to a point;

THENCE, North 38 deg. 46 min. 00 sec. East 230.00 feet to a point;

THENCE, South 51 deg. 14 min. 00 sec. East, 10.00 feet to a point;

THENCE, North 38 deg. 46 min. 00 sec. East, 128.94 feet to a point;

THENCE, North 40 deg. 36 min. 00 sec. East, 127.86 feet to a point;

THENCE, North 47 deg. 43 min. 48 sec. East, 170.83 feet to a point;

THENCE, North 50 deg. 20 min. 19 sec. East, 134.89 feet to a point;

THENCE, North 62 deg. 21 min. 57 sec. East, 117.14 feet to an iron rod found at the common corner to Kingsdown, Inc. as recorded in D.B. 1422, page 227.

THENCE, along the common line with Kingsdown, South 32 deg. 11 min. 51 sec. East, 241.09 feet to an iron rod found in the northerly right-of-way line of Radford Place;

THENCE, along the northerly right-of-way line of Radford Place, South 79 deg. 08 min. 16 sec. West, 83.66 feet to an iron rod set;

THENCE, first along the terminus of Radford Place, then with the common line with Rebecca Suszynski as recorded in Instrument No. 20050601-0096468, then along the terminus of an unnamed alley and the remainder along the common line with Louis W. and Martha Mize as recorded in D.B. 855, page 501, South 42 deg. 12 min. 40 sec. East, 276.62 feet to an iron rod set in the northerly right-of-way line of an unnamed alley;

THENCE, along the northerly right-of-way line of the unnamed alley, South 45 deg. 36 min. 00 sec. West, 677.04 feet to a mag spike set in the easterly right-of-way line of Hancock Street;

THENCE, along the easterly right-of-way line of Hancock Street, North 43 deg. 30 min. 59 sec. West, 20.00 feet to an iron rod found in the northerly right-of-way line of North Avenue;

THENCE, along the northerly right-of-way line of North Avenue, South 45 deg. 36 min. 00 sec. West, 132.15 feet to the point of Beginning.

Containing 455,817 square feet or 10.464 acres as shown on a survey prepared by Barge Waggoner Sumner & Cannon, Inc., signed by Gary C. Clark, RLS No. 1329, bearing BWSC File No. 33512-01 and dated 4-13-11.

BEING the same property conveyed to Jason W. Bales, a ½ undivided interest, from Fort Loudon Waste and Recycling, Inc., by Warranty Deed dated June 3, 2021, filed for record as Instrument No. 202106100101829, in the Knox County Register of Deeds Office.

SVN
WOOD PROPERTIES

EXHIBIT "C"
TO COMMERCIAL PURCHASE AND SALE AGREEMENT
ADDITIONS TO SELLER'S CLOSING DOCUMENTS

Property Address: 2742 Hancock Street Knoxville TN 37917
Buyer: Knox County, Tennessee
Seller: Fort Loudon Waste And Recycling Inc & Jason W. Bales Edstock LLC

This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

[Select only those items that apply to this transaction; the items not selected shall not be part of the Seller's Closing Documents:]

☐ **1. Architectural Plans.** An Assignment of Seller's rights, if any, to any architectural drawings and site plans for the Property and blue-lined copies of such drawings and plans.

☒ **2. Assignment of Contracts.** Duly executed and acknowledged Assignment of Contracts assigning and conveying to Buyer the Seller's interest in, to and under the assignable Contracts and containing an indemnity by Seller in favor of Buyer for Claims related to periods prior to the Closing and (if such contracts are assumed by Buyer) containing an indemnity by Buyer in favor of Seller related to the period after the Closing.

☒ **3. Assignment of Leases.** Duly executed and acknowledged Assignment of Leases assigning and conveying to the Buyer the Seller's interest in, to and under the Leases and containing an indemnity by the Seller in favor of Buyer for claims by tenants arising prior to the Closing, and an indemnity by Buyer in favor of Seller for claims by tenants arising after the Closing.

☐ **4. Assignment of Licenses.** An Assignment of any and all municipal, county, state or federal permits or licenses, as and if existing and if transferable, held or controlled by the Seller, relating to the Property.

☐ **5. Assignment of Name Rights.** An Assignment of Seller's rights with respect to the name "_____."

☐ **6. Assignment of Security Deposits.** An Assignment of all Security Deposits being held by Seller or the agents of Seller with respect to the Property to Buyer.

☐ **7. Bill of Sale.** Duly executed and acknowledged Limited Warranty Bill of Sale conveying to Buyer good and marketable title to the Personal Property (and to the Improvements to the extent they could be determined to be personal property), free of all liens, security interests and encumbrances.

☐ **8. Estoppel Certificates.** Estoppel certificates from all existing commercial tenants, concessionaires and licensees in the Property, if any, and in form and content acceptable to Buyer and dated no earlier than 30 days prior to Closing.

☐ **9. Keys and Records.** All of the keys to any doors or locks on the Property and the original tenant files and other books and records relating to the Property in Seller's possession.

☒ **10. Leases and Contracts.** Original or certified copies of executed counterparts of the Leases and Contracts.

☐ **11. Notice to Tenants.** A letter executed by the Seller in a form approved by Buyer and addressed to all tenants under the Leases, notifying such tenants of the change in ownership of the Property and directing that payment of all rent and other sums due from such tenants from and after the Closing Date be made to Buyer or such other party as Buyer may direct. (It shall be the responsibility of Seller to deliver such letters to the tenants.)

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□ **12. Rent Roll.** A complete and accurate rent roll (the "Rent Roll") for the Property updated to the date of Closing and certified to be true and correct by Seller at Closing.

□ **13. Transfer Tax Declarations and other Tax Documents.** A transfer tax declaration and all such other tax documents as may be required of Seller in order to enable Buyer to make an appropriate 1099 filing.

If the Seller does not provide any of the requested information selected above, the Seller is representing, to the best of Seller's knowledge, that no such documentation exists for that particular item.

This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER Knox County, Tennessee	**BUYER**
By: _____	By: _____
Title: _____	Title: _____
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER Fort Loudon Waste And Recycling Inc & Jason W. Bales	**SELLER** Edstock LLC
By: _____	By: _____
Title: _____	Title: _____
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

For Information Purposes Only:

Connell Properties	SVN | Wood Properties
Listing Company	Selling Company
Drew Clemmons	Matthew Strother
Independent Licensee	Independent Licensee

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SVN
WOOD PROPERTIES

EXHIBIT "D"
TO COMMERCIAL PURCHASE AND SALE AGREEMENT
Seller's Warranties and Representations

Property Address: 2742 Hancock Street Knoxville TN 37917
Buyer: Knox County, Tennessee
Seller: Fort Loudon Waste And Recycling Inc & Jason W. Bales Edstock LLC

This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to as follows:

[Select only those items that apply to this transaction; the items not selected shall not be part of this Agreement. Each item selected shall be deemed material for purposes of Buyer's Remedies under the Seller's Representations and Warranties paragraph of the Commercial Purchase and Sale Agreement.]

☐ **1. Accounts Payable.** There are no outstanding accounts payable relating to the Property that would be binding on the Buyer.

☒ **2. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including the Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.

☐ **3. Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy, licenses and permits as may be required for the Property and, to the best of Seller's knowledge, the present use and occupation of the Property is in compliance and conformity with the certificates of occupancy and all licenses and permits. There has been no notice or request of any municipal departments, insurance company or board of fire underwriters (or organization exercising functions similar thereto) directed to Seller and requesting the performance of any work or alteration in respect to the Property which has not been complied with.

☒ **4. Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of the Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting the Property or any portion thereof or its use.

☐ **5. Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the Improvements.

☒ **6. Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or notice, or both, would constitute a default or breach on the part of the Seller under any declaration of easements and/or restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default or breach thereunder on the part of any other party whose property is encumbered by or benefits from any declaration.

☒ **7. Hazardous Substances.** To the best of Seller's knowledge (i) no "hazardous substances," or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, (ii) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled, (iii) the Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse, and (iv) the Property has not previously been and is not currently in violation of the Tennessee or Federal Environmental Protection

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Standards. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from the Property.

☒ **8. Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of the date hereof setting forth the leases in effect relating to the Property and setting forth with respect to each of the leases (i) the name of the tenant thereunder; (ii) the commencement and termination dates of the term of each such lease and information relating to renewals or extensions thereof; (iii) the premises covered by each such lease; (iv) the amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other charges payable thereunder have been paid; and (v) the amount of the security deposit required under each said lease and held by Seller.

☒ **9. No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made against the Property that are unpaid, whether or not they have become liens.

☒ **10. No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies by or at the instance of Seller for the Property have been paid in full and, other than routine ongoing charges pursuant to the Contracts, there are no claims against the Property or Seller in connection therewith.

☐ **11. No Liens upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances, furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the occupation or operation of all or any part of the Property and which are owned by Seller are free of any and all liens, encumbrances, charges or adverse interests except security deeds from which the Property (including such personalty) and fixtures will be released at Closing.

☒ **12. No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to the Property or against the Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to the Property or any portion thereof.

☒ **13. No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases, service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right, title interest, or benefit in or to all or any part of the Property, which will survive the Closing or be binding upon Buyer.

☒ **14. Payment of all Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and payments due under any of the contracts for periods prior to the calendar month in which the Closing occurs have been paid in full or shall be paid in full at Closing.

☒ **15. Preexisting Right to Acquire.** No person or entity has any right or option to acquire the Property or any portion thereof which will have any force or effect after execution hereof, other than Buyer.

☒ **16. Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between the Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.

☐ **17. Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor contracts that relate to the operation, management, or maintenance of the Property. All such contracts are in full force and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default on the part of any party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any severance or similar compensation on no more than thirty (30) days' notice.

☐ **18. Tax Returns.** All property tax returns required to be filed by Seller relating to the Property under any law, ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and timely filed.

☒ **19. Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances, building codes, or other legal requirements with respect to the Property; the Improvements comply with all applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction thereof; and the conditions to the granting of the zoning of the Property have been satisfied.

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□ **20. Zoning.** The Property is currently zoned _____ under the applicable zoning ordinances of _____, Knox County, Tennessee.

This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER Knox County, Tennessee	**BUYER**
By: _____	By: _____
Title	Title
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER Fort Loudon Waste And Recycling Inc & Jason W. Bales	**SELLER** Edstock LLC
By: _____	By: _____
Title	Title
_____ at _____ o'clock □ am/ □ pm	_____ at _____ o'clock □ am/ □ pm
Date	**Date**

For Information Purposes Only:

Connell Properties	SVN | Wood Properties
Listing Company	Selling Company
Drew Clemmons	Matthew Strother
Independent Licensee	Independent Licensee

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OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

To: Glenn Jacobs, Knox County Mayor
Chris Caldwell, CFO/Co-Chief of Staff

From: Ben Sharbel, Supervisor of Property Development & Asset Management BJS

Date: January 31, 2025

Re: Purchase of 2742 Hancock St. & 302 North Ave.

Knox County entered into a Letter of Intent (LOI) with Fort Loudon Waste & Recycling Inc./Jason Bales and Edstock LLC to purchase 2742 Hancock St. & 302 North Ave. for $4,350,000 with the intent of utilizing the property for a County-wide maintenance facility. The purpose of entering into the LOI prior to an official contract was to obtain a due diligence period to investigate the environmental concerns surrounding these properties due to prior uses.

During the due diligence period, the County utilized a term contract with GEI Consultants to conduct a Phase I and Phase II Environmental Site Assessment (ESA). As part of the Phase I ESA, GEI Consultants reviewed past property uses, past environmental records provided by the seller, records from the Tennessee Department of Environment & Conservation, records from the City of Knoxville, and other information necessary to determine the Recognized Environmental Conditions on the properties warranting further investigation. As part of the Phase II ESA, GEI Consultants addressed the Recognized Environmental Conditions determined in the Phase I ESA through subsurface assessment of the soils and groundwater. GEI conducted fourteen (14) subsurface borings in December 2024. As part of the Final Phase II ESA, GEI has determined that only one of the boring sites necessitates further investigation, which is a relatively small area of the entire 15.47 acres. Thus, GEI has indicated that environmental conditions on this property are favorable for non-residential development.

After review of the environmental assessments conducted by GEI indicating favorable conditions for development, title reports from Tennessee Valley Title, and an independent appraisal of the properties, a Contract for purchase of the properties has been prepared to include a condition that the sellers remove all belongings and equipment so that the property is completely clear prior to closing. The Contract also requires the termination of any current leases. The Contract will be presented to County Commission for approval in February. Upon Commission approval and execution of the Contract, the County will have sixty (60) days to finalize and close the transaction.

For questions or to review the environmental assessments, title reports, or appraisal, please do not hesitate to contact me at ben.sharbel@knoxcounty.org or 865-215-5765.

SVN
WOOD PROPERTIES

October 21, 2024

Matthew Strother
SVN | Wood Properties
matthew.strother@svn.com
Re: Letter of Intent – 302 North Ave & 2742 Hancock St
Via email to dclemmons@connellpropertiesinc.com

Drew,

This letter will outline the basic terms and conditions under which my client is prepared to enter into a Purchase and Sale Agreement with your client. We respectfully request a response by or before October 10, 2024 at 5:00 PM EST.

SELLER:
Fort Loudon Waste And Recycling Inc & Edstock LLC

BUYER:
Knox County, Tennessee

PURCHASE PRICE:
The Purchase Price for the Property shall be $4,350,000 in Cash at Closing.

PROPERTY:
2742 Hancock St Knoxville, TN 37917 & 302 North Ave Knoxville, TN 37917 (Parcel ID/Tax ID: 081CM01903 & 081CM01902)

EARNEST MONEY:
Upon mutual execution of this Letter of Intent by both parties, a $35,000 earnest money deposit shall be deposited by the Buyer with an escrow agent, Tennessee Valley Title Insurance Co. At the expiration of the Due Diligence Period, defined infra, and upon written acceptance of property by Buyer, the Earnest Money deposit shall become non-refundable (subject to Seller default or failure of a Buyer closing condition). In the event the closing occurs, the Earnest Money will be applied to the payment of the Purchase Price at the Closing.

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DUE DILIGENCE:
Buyer shall have a due diligence period of up to one hundred fifty (150) days from the date the Letter of Intent is fully executed to perform its Due Diligence review and feasibility study ("Due Diligence Period"), to present a Purchase and Sale Agreement to Knox County Commission, and obtain Knox County Commission approval. The Earnest Money deposit shall become non-refundable on the one hundred fifty-first (151st) day. In the event Buyer shall give written notice to Seller on or before the expiration date of the Due Diligence Period that Buyer elects to terminate the transaction contemplated hereby, the Letter of Intent shall terminate, and Buyer shall be entitled to receive the return of its Earnest Money deposit.

During the Due Diligence Period, Buyer and its agents, attorneys, accountants, appraisers, architects, and engineers shall have access to the Property to inspect, examine, survey and otherwise do what Buyer deems necessary to determine the feasibility and suitability of the Property for the Buyer's intended use. Said privileges shall include, but shall not be limited to, the right to make surveys, soil tests, borings, percolation tests, geotechnical exploration, environmental and hazardous waste tests of the Property and/or improvements. Immediately following such surveys and inspections and at its expense, Buyer shall put the Property back in the condition that existed prior to such surveys, tests or inspections or as close as is reasonably possible. Should Buyer at its sole discretion determine that the Property is unsuitable for Buyer's intended use for any reason or no reason and delivers written notice of such to Seller or Seller's agent within the Inspection Period, the Earnest Money shall be promptly refunded to Buyer and, neither Buyer nor Seller shall have any further obligation to the other. Buyer has the unilateral right to accelerate the expiration of the Inspection Period by providing Seller written notice of the same.

Buyer may extend the Due Diligence period for one (1) additional period of thirty (30) days upon deposit of additional non-refundable Earnest Money of $10,000, which shall be delivered to the Escrow Agent as provided above.

CONTINGENCY:
The subject purchase is predicated on the Buyer's ability to obtain Knox County Commission approval of the Purchase and Sale Agreement within the due diligence period. If Buyer is unable to obtain said Knox County Commission approval, the Letter of Intent and Purchase and Sale Agreement shall terminate, and Buyer shall be entitled to receive the return of its Earnest Money deposit.

CLOSING:
The closing ("Closing") of the sale of the Property shall occur on or before sixty (60) days after Knox County Commission approval.

EXPENSES:
Seller and Buyer shall each be responsible for one-half of any transfer fees and deed preparation fees, title insurance costs, plus any additional costs typically paid in similar real estate transactions in Knox County, Tennessee. The Buyer shall be responsible for all architects, consulting engineers, consultants and any other professional fees associated with Buyer's due diligence investigation.

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Buyer and Seller shall each separately be responsible for the fees and expenses of their respective legal counsel in connection with the transaction contemplated herein.

SURVEY/ TITLE INSURANCE:
The Buyer shall obtain at its sole cost and expense a current ALTA survey of the Property containing such information and details as required by the title company to obtain extended title insurance coverage.

OBLIGATIONS OF SELLER:
Within ten (10) days after execution of the Letter of Intent, Seller shall provide to Buyer information in Seller's possession relating to the Property, including, but not limited to, third party reports, surveys, engineering work, copies of contracts for work performed and architectural drawings. The Buyer shall pay for any additional due diligence reports and investigations the Buyer deems necessary to satisfy itself as to the condition of the property at Closing. At Closing, Seller shall assign all third-party reports and plans to Buyer.

PURCHASE AND SALE AGREEMENT:
This Letter is not binding upon Buyer and Seller except to the extent that it reflects the intent of both Buyer and Seller to proceed in good faith to enter into a Purchase and Sale Agreement on the terms and conditions herein contained. Upon execution of this letter by both parties, the Buyer shall cause its attorneys to prepare a draft of the Purchase and Sale Agreement for submission to Seller prior to seeking Knox County Commission approval. Seller agrees not to entertain offers from others relative to the Property or enter into any contract or agreement other than with the Buyer during the due diligence period and as the Purchase and Sale Agreement is being prepared and negotiated.

AGENCY DISCLOSURE:
Buyer is represented by SVN | Wood Properties. Seller shall pay a real estate commission at closing per the terms of a separate agreement.

GOVERNING LAW; VENUE:
This Letter shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Letter shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

INTENTIONALLY LEFT BLANK

SVN Wood Properties
119 W. 5th Ave, Suite 100
Knoxville, TN 37917
T. 865.936.9999
svnwood.com

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Please be advised that this letter represents a preliminary description of proposed terms and is not intended to bind either party. Nothing herein shall be construed as a binding offer, agreement or contract, and neither Seller nor Buyer will be bound until and unless a formal Purchase and Sale Agreement containing all the business and legal terms to which this transaction would be subject has been fully negotiated, approved by Knox County Commission, and executed.

AGREED TO AND ACCEPTED BY
Buyer

By: _____
Name: Glenn Jacobs
Title: Knox County Mayor
Date: 10/21/24

AGREED TO AND ACCEPTED BY
Seller

By: _____
Name: Jason Bales
Title: Owner
Date: 10/23/24

Edward P. Bales Jr
Owner
10/23/24

SVN Wood Properties
119 W. 5th Ave, Suite 100
Knoxville, TN 37917
T. 865.936.9999
svnwood.com

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SVN
WOOD PROPERTIES

October 21, 2024

Matthew Strother
SVN | Wood Properties
matthew.strother@svn.com
Re: Letter of Intent – 302 North Ave & 2742 Hancock St
Via email to dclemmons@connellpropertiesinc.com

Drew,

This letter will outline the basic terms and conditions under which my client is prepared to enter into a Purchase and Sale Agreement with your client. We respectfully request a response by or before October 10, 2024 at 5:00 PM EST.

SELLER:
Fort Loudon Waste And Recycling Inc & Edstock LLC

BUYER:
Knox County, Tennessee

PURCHASE PRICE:
The Purchase Price for the Property shall be $4,350,000 in Cash at Closing.

PROPERTY:
2742 Hancock St Knoxville, TN 37917 & 302 North Ave Knoxville, TN 37917 (Parcel ID/Tax ID: 081CM01903 & 081CM01902)

EARNEST MONEY:
Upon mutual execution of this Letter of Intent by both parties, a $35,000 earnest money deposit shall be deposited by the Buyer with an escrow agent, Tennessee Valley Title Insurance Co. At the expiration of the Due Diligence Period, defined infra, and upon written acceptance of property by Buyer, the Earnest Money deposit shall become non-refundable (subject to Seller default or failure of a Buyer closing condition). In the event the closing occurs, the Earnest Money will be applied to the payment of the Purchase Price at the Closing.

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DUE DILIGENCE:

Buyer shall have a due diligence period of up to one hundred fifty (150) days from the date the Letter of Intent is fully executed to perform its Due Diligence review and feasibility study ("Due Diligence Period"), to present a Purchase and Sale Agreement to Knox County Commission, and obtain Knox County Commission approval. The Earnest Money deposit shall become non-refundable on the one hundred fifty-first (151st) day. In the event Buyer shall give written notice to Seller on or before the expiration date of the Due Diligence Period that Buyer elects to terminate the transaction contemplated hereby, the Letter of Intent shall terminate, and Buyer shall be entitled to receive the return of its Earnest Money deposit.

During the Due Diligence Period, Buyer and its agents, attorneys, accountants, appraisers, architects, and engineers shall have access to the Property to inspect, examine, survey and otherwise do what Buyer deems necessary to determine the feasibility and suitability of the Property for the Buyer's intended use. Said privileges shall include, but shall not be limited to, the right to make surveys, soil tests, borings, percolation tests, geotechnical exploration, environmental and hazardous waste tests of the Property and/or improvements. Immediately following such surveys and inspections and at its expense, Buyer shall put the Property back in the condition that existed prior to such surveys, tests or inspections or as close as is reasonably possible. Should Buyer at its sole discretion determine that the Property is unsuitable for Buyer's intended use for any reason or no reason and delivers written notice of such to Seller or Seller's agent within the Inspection Period, the Earnest Money shall be promptly refunded to Buyer and, neither Buyer nor Seller shall have any further obligation to the other. Buyer has the unilateral right to accelerate the expiration of the Inspection Period by providing Seller written notice of the same.

Buyer may extend the Due Diligence period for one (1) additional period of thirty (30) days upon deposit of additional non-refundable Earnest Money of $10,000, which shall be delivered to the Escrow Agent as provided above.

CONTINGENCY:

The subject purchase is predicated on the Buyer's ability to obtain Knox County Commission approval of the Purchase and Sale Agreement within the due diligence period. If Buyer is unable to obtain said Knox County Commission approval, the Letter of Intent and Purchase and Sale Agreement shall terminate, and Buyer shall be entitled to receive the return of its Earnest Money deposit.

CLOSING:

The closing ("Closing") of the sale of the Property shall occur on or before sixty (60) days after Knox County Commission approval.

EXPENSES:

Seller and Buyer shall each be responsible for one-half of any transfer fees and deed preparation fees, title insurance costs, plus any additional costs typically paid in similar real estate transactions in Knox County, Tennessee. The Buyer shall be responsible for all architects, consulting engineers, consultants and any other professional fees associated with Buyer's due diligence investigation.

SVN Wood Properties
119 W. 5th Ave, Suite 100
Knoxville, TN 37917
T. 865.936.9999
svnwood.com

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Buyer and Seller shall each separately be responsible for the fees and expenses of their respective legal counsel in connection with the transaction contemplated herein.

SURVEY/ TITLE INSURANCE:

The Buyer shall obtain at its sole cost and expense a current ALTA survey of the Property containing such information and details as required by the title company to obtain extended title insurance coverage.

OBLIGATIONS OF SELLER:

Within ten (10) days after execution of the Letter of Intent, Seller shall provide to Buyer information in Seller's possession relating to the Property, including, but not limited to, third party reports, surveys, engineering work, copies of contracts for work performed and architectural drawings. The Buyer shall pay for any additional due diligence reports and investigations the Buyer deems necessary to satisfy itself as to the condition of the property at Closing. At Closing, Seller shall assign all third-party reports and plans to Buyer.

PURCHASE AND SALE AGREEMENT:

This Letter is not binding upon Buyer and Seller except to the extent that it reflects the intent of both Buyer and Seller to proceed in good faith to enter into a Purchase and Sale Agreement on the terms and conditions herein contained. Upon execution of this letter by both parties, the Buyer shall cause its attorneys to prepare a draft of the Purchase and Sale Agreement for submission to Seller prior to seeking Knox County Commission approval. Seller agrees not to entertain offers from others relative to the Property or enter into any contract or agreement other than with the Buyer during the due diligence period and as the Purchase and Sale Agreement is being prepared and negotiated.

AGENCY DISCLOSURE:

Buyer is represented by SVN | Wood Properties. Seller shall pay a real estate commission at closing per the terms of a separate agreement.

GOVERNING LAW; VENUE:

This Letter shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Letter shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.

INTENTIONALLY LEFT BLANK

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119 W. 5th Ave, Suite 100
Knoxville, TN 37917
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Please be advised that this letter represents a preliminary description of proposed terms and is not intended to bind either party. Nothing herein shall be construed as a binding offer, agreement or contract, and neither Seller nor Buyer will be bound until and unless a formal Purchase and Sale Agreement containing all the business and legal terms to which this transaction would be subject has been fully negotiated, approved by Knox County Commission, and executed.

AGREED TO AND ACCEPTED BY
Buyer

By: _____
Name: Glenn Jacobs
Title: Knox County Mayor
Date: 10/21/24

AGREED TO AND ACCEPTED BY
Seller

By: _____
Name: Jason Bales
Title: Owner
Date: 10/23/24

Edward P. Bales Jr
Owner
10/23/24

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119 W. 5th Ave, Suite 100
Knoxville, TN 37917
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svnwood.com

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OFFICE OF COUNTY MAYOR GLENN JACOBS

Procurement Division, 1000 N. Central Street, Suite 100, Knoxville, TN 37917

To: Glenn Jacobs, Knox County Mayor
Chris Caldwell, CFO/Co-Chief of Staff

From: Ben Sharbel, Supervisor of Property Development & Asset Management BJS

Date: January 31, 2025

Re: Purchase of 2742 Hancock St. & 302 North Ave.

Knox County entered into a Letter of Intent (LOI) with Fort Loudon Waste & Recycling Inc./Jason Bales and Edstock LLC to purchase 2742 Hancock St. & 302 North Ave. for $4,350,000 with the intent of utilizing the property for a County-wide maintenance facility. The purpose of entering into the LOI prior to an official contract was to obtain a due diligence period to investigate the environmental concerns surrounding these properties due to prior uses.

During the due diligence period, the County utilized a term contract with GEI Consultants to conduct a Phase I and Phase II Environmental Site Assessment (ESA). As part of the Phase I ESA, GEI Consultants reviewed past property uses, past environmental records provided by the seller, records from the Tennessee Department of Environment & Conservation, records from the City of Knoxville, and other information necessary to determine the Recognized Environmental Conditions on the properties warranting further investigation. As part of the Phase II ESA, GEI Consultants addressed the Recognized Environmental Conditions determined in the Phase I ESA through subsurface assessment of the soils and groundwater. GEI conducted fourteen (14) subsurface borings in December 2024. As part of the Final Phase II ESA, GEI has determined that only one of the boring sites necessitates further investigation, which is a relatively small area of the entire 15.47 acres. Thus, GEI has indicated that environmental conditions on this property are favorable for non-residential development.

After review of the environmental assessments conducted by GEI indicating favorable conditions for development, title reports from Tennessee Valley Title, and an independent appraisal of the properties, a Contract for purchase of the properties has been prepared to include a condition that the sellers remove all belongings and equipment so that the property is completely clear prior to closing. The Contract also requires the termination of any current leases. The Contract will be presented to County Commission for approval in February. Upon Commission approval and execution of the Contract, the County will have sixty (60) days to finalize and close the transaction.

For questions or to review the environmental assessments, title reports, or appraisal, please do not hesitate to contact me at ben.sharbel@knoxcounty.org or 865-215-5765.

RLA-16980 **R-25-2-902**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: PROPERTY ASSESSOR

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, approving the recommendation of the Knox County Property Assessor to transition from a four year reappraisal cycle of all property in Knox County, Tennessee to a two year reappraisal cycle of all property in Knox County, Tennessee for the purpose of updating and equalizing the value of property for the assessment of property taxes on that property.

(Property Assessor, County Mayor, and Full Commission)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING THE RECOMMENDATION OF THE KNOX COUNTY PROPERTY ASSESSOR TO TRANSITION FROM A FOUR YEAR REAPPRAISAL CYCLE OF ALL PROPERTY IN KNOX COUNTY, TENNESSEE TO A TWO YEAR REAPPRAISAL CYCLE OF ALL PROPERTY IN KNOX COUNTY, TENNESSEE FOR THE PURPOSE OF UPDATING AND EQUALIZING THE VALUE OF PROPERTY FOR THE ASSESSMENT OF PROPERTY TAXES ON THAT PROPERTY.

RESOLUTION: **R-25-2-902**

REQUESTED BY: **PROPERTY ASSESSOR**
COUNTY MAYOR
COMMISSIONERS:
GINA OSTER
KIM FRAZIER
DAMON RAWLS
COURTNEY DURRETT
SHANE JACKSON
ANGELA RUSSELL
TERRY HILL
RHONDA LEE
ADAM THOMPSON
ANDY FOX
LARSEN JAY

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO
OVERRIDE:_____
DATE

MINUTE
BOOK_____PAGE_____

WHEREAS, currently the reappraisal cycle of all property in Knox County, Tennessee for the updating and equalizing of the value of that property for the assessment of property taxes is four years; and

WHEREAS, Tennessee Code Annotated Section 67-5-1601(a)(3) provides that the Tennessee State Board of Equalization may approve a reappraisal plan establishing a schedule for continuous on-site review or photo review that is different than the standard schedule but that is no longer than four years; and

WHEREAS, the Knox County Property Assessor has recommended to the Knox County Commission that the Commission approve the transition from the current four year reappraisal cycle to a two year reappraisal cycle subject to the approval of the Tennessee State Board of Equalization; and

WHEREAS, the Commission of Knox County, Tennessee finds that it is in the best interest of the citizens of Knox County that the Knox County Property Assessor's recommendation be approved.

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

The recommendation of the Knox County Property Assessor that pursuant to Tennessee Code Annotated Section 67-5-1601(a)(3) the current four year reappraisal cycle of all property in Knox County, Tennessee be changed to a two year reappraisal cycle for continuous on-site or photo review of all property beginning on July 1, 2026 for the 2028 reappraisal and revaluation of all property in Knox County, Tennessee for tax year 2028 is hereby adopted and approved.

BE IT FURTHER RESOLVED that this approval by the Commission of Knox County is subject to the approval of the Tennessee State Board of Equalization.

BE IT FURTHER RESOLVED that the Knox County Property Assessor is hereby requested to forward a copy of this Resolution to the proper authority at the Tennessee State Board of Equalization.

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

Presiding Officer of the Commission **Date**

County Clerk **Date**

Approved:

County Mayor **Date**

Vetoed:

County Mayor **Date**

RLA-16957 **R-25-2-903**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
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 Amendment Two to a Grant Contract with the State of Tennessee, Department of Children's Services to provide custody prevention services to the youth and families of the Knox County Juvenile Court, which amendment increases the maximum liability of the State under the Contract by $183,392.00 for a total of $550,176.00 and extends the term to June 30, 2026. (No local match required) *(Juvenile Court)*

Attachments

Resolution

Innerchange contract

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, APPROVING AMENDMENT TWO TO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF CHILDREN'S SERVICES TO PROVIDE CUSTODY PREVENTION SERVICES TO THE YOUTH AND FAMILIES OF THE KNOX COUNTY JUVENILE COURT, WHICH AMENDMENT INCREASES THE MAXIMUM LIABILITY OF THE STATE UNDER THE CONTRACT BY $183,392.00 FOR A TOTAL OF $550,176.00 AND EXTENDS THE TERM TO JUNE 30, 2026. (NO LOCAL MATCH REQUIRED)

RESOLUTION: **R-25-2-903**

REQUESTED BY: **JUVENILE COURT**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, by means of Resolution R-23-3-901, the Knox County Commission approved a grant contract from the State of Tennessee, Department of Children's Services, designated as State Contract # 77160, in the amount not to exceed $183,392.00 for the Knox County Juvenile Court to provide custody prevention services for the period beginning July 1, 2023 and ending June 30, 2024 (the "Grant Contract"); and

WHEREAS, by means of Resolution R-24-2-903, the Knox County Commission approved Amendment 1 to the Grant Contract to extend the term to June 30, 2025 and to increase the maximum liability of the State by $183,392.00 for a new total maximum liability of $366,784.00; and

WHEREAS, Knox County and the Tennessee Department of Children's Services desire to enter into a second amendment to the Grant Contract to extend the term to June 30, 2026 and to increase the maximum liability of the State by $183,392.00 for a new total maximum liability of $550,176.00, as further detailed in the attached amendment; and

WHEREAS, the funding from this Grant Contract is used for a subcontract with the Helen Ross McNabb Center for its INNERCHANGE Program to provide custody prevention and intervention services to the youth and families of the Knox County Juvenile Court; and

WHEREAS, this grant amendment does not require matching funds from Knox County.

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

Amendment 2 of Grant Contract 77160 with the Tennessee Department of Children's Services for the provision of custody prevention services is hereby adopted and approved in substantive form as presented this date, a copy of which is attached to this Resolution and incorporated herein by reference.

BE IT FURTHER RESOLVED, that Amendment 2 of Grant Contract 77160 with the Tennessee Department of Children's Services for the provision of custody prevention services shall be executed subject to such amendment or action not affecting the substantive provisions of the contract as may be required and approved by the Knox County Law Director.

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

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

GRANT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
35910-08354	77160	77160	2

Contractor Legal Entity Name	Edison Vendor ID
Knox County Juvenile Court	0000002699

Amendment Purpose & Effect(s)

Increase maximum liability and extend term

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** June 30, 2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 183,392.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	$183,392.00				$183,392.00
2025	$183,392.00				$183,392.00
2026	$183,392.00				$183,392.00
TOTAL:	**$550,176.00**				**$550,176.00**

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

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT 2
OF GRANT CONTRACT 77160

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Knox County Juvenile Court, 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 Attachment A-2 attached hereto is added as a new attachment.

2. Grant Contract section B. Term of Contract is deleted in its entirety and replaced with the following:

B. TERM OF GRANT CONTRACT:

i. This Grant Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on June 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

3. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Five Hundred Fifty Thousand One Hundred Seventy Six Dollars ($550,176.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, A-1, and A-2 shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

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 once all required approvals are obtained. 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 Juvenile Court:

GRANTEE SIGNATURE **DATE**

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Department of Children's Services:

Marjorie J Quin, Commissioner **DATE**

ATTACHMENT A-2

GRANT BUDGET

Knox County Juvenile Court

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2025 END: 06/30/2026

	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	127,312.00	0.00	127,312.00
	Professional Fee, Grant & Award [2]	$250.00	0.00	$250.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	$12,346.00	0.00	$12,346.00
	Travel, Conferences & Meetings	$5,100.00	0.00	$5,100.00
	Interest [2]	0.00	0.00	0.00
	Insurance	$2,100.00	0.00	$2,100.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation [2]	0.00	0.00	0.00
	Other Non-Personnel [2]	0.00	0.00	0.00
	Capital Purchase [2]	0.00	0.00	0.00
	Indirect Cost	$36,284.00	0.00	$36,284.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	**$183,392.00**	**0.00**	**$183,392.00**

[1] Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

[2] Applicable detail follows this page if line-item is funded.

ATTACHMENT A-2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Outside Legal Consultation	$10.00
Drug Screens	$140.00
Outside Interpreter	$40.00
Background checks	$60.00
TOTAL	$250.00

RLA-16918 **R-25-2-904**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: TRUSTEE

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, requesting the 114th Session of the Tennessee General Assembly to allow County Trustees to retain up to ten percent (10%) of any abandoned excess proceeds from delinquent tax sales to be used exclusively for providing tax relief for elderly low-income, disabled, disabled veteran and veteran widow/widower homeowners. *(County Trustee)*

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, REQUESTING THE 114TH SESSION OF THE TENNESSEE GENERAL ASSEMBLY TO ALLOW COUNTY TRUSTEES TO RETAIN UP TO TEN PERCENT (10%) OF ANY ABANDONED EXCESS PROCEEDS FROM DELINQUENT TAX SALES TO BE USED EXCLUSIVELY FOR PROVIDING TAX RELIEF FOR ELDERLY LOW INCOME, DISABLED, DISABLED VETERAN AND VETERAN WIDOW/WIDOWER HOMEOWNERS.

RESOLUTION: **R-25-2-904**

REQUESTED BY: **COUNTY TRUSTEE**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Article II, Section 28, of the Constitution of the State of Tennessee authorizes the Legislature to provide, in such manner as it deems appropriate, tax relief to elderly low-income and disabled taxpayers through payments by the State to reimburse all or part of the taxes paid; and

WHEREAS, the Legislature has provided such relief to elderly low-income, disabled, disabled veteran and veteran widow/widower homeowners in Tennessee's Tax Code under Chapter 5, Part 7 of Title 67 of the *Tennessee Code Annotated*; and

WHEREAS, past and present circumstances have forced tax relief reimbursement amounts to be diminished in recent years increasing hardship on many elderly low-income, disabled, disabled veteran and veteran widow/widower taxpayers; and

WHEREAS, Title 67 of the *Tennessee Code Annotated* provides the legal procedures and the manner delinquent property taxes are collected, including enforcement of real property tax liens by delinquent tax judicial sale; and

WHEREAS, real property is sold at a delinquent tax sale for an amount exceeding the delinquent taxes, interest, penalties, costs, *etc.*, producing excess sale proceeds; and

WHEREAS, Title 67 of the *Tennessee Code Annotated*, including T.C.A. § 67-5-2702, *et seq.*, provides the legal procedures and the manner in which delinquent tax sale excess proceeds are handled and the echelon of ownership of those excess proceeds; and

WHEREAS, excess tax sale proceeds escheat to the State of Tennessee after abandoned; and

WHEREAS, ten percent (10%) of those abandoned excess tax sale proceeds can be used to support tax relief reimbursement and provide needed relief for the elderly low-income, disabled, disabled veteran and veteran widow/widower taxpayers.

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

The County of Knox hereby requests that the Tennessee Tax Code of Title 67, of *Tennessee Code Annotated*, including § 67-5-2702, be amended to allow the County Trustee to retain up to ten percent (10%) of any abandoned excess proceeds to be used exclusively for providing tax relief for the elderly low-income, disabled, disabled veteran and veteran widow/widower homeowner taxpayers.

BE IT FURTHER RESOLVED, that Knox County Clerk is hereby respectfully requested to certify and forward this Resolution to the members of the Tennessee General Assembly representing Knox County.

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

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor **Date**

Vetoed:_____

County Mayor **Date**

RLA-16974 **R-25-2-906**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, 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, amending the Knox County Commission Rules, Rule I, Section M, Elections or Appointments, to open the appointment application process for board and committee appointments.
(Rules Committee)

Attachments

Resolution

Exhibit A - Redlined

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE I, SECTION M, ELECTIONS OR APPOINTMENTS, TO OPEN THE APPOINTMENT APPLICATION PROCESS FOR BOARD AND COMMITTEE APPOINTMENTS.

RESOLUTION: **R-25-2-906**

REQUESTED BY: **RULES COMMITTEE**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on January 21, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

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

The Knox County Commission Rules, Rule I, Section M entitled "Elections or Appointments" is hereby amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

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

EXHIBIT A

New language is in **red, bolded and underlined**
Deleted language is in ~~red and struck through~~

RULE I. BOARD OF COMMISSIONERS

SECTION M. ELECTIONS OR APPOINTMENTS:
In all proceedings of the Commission to either fill vacancies in elective offices or appoint committee members, board members, or appointed officers of the county where the Commission is authorized to make such appointment, the appropriate procedure set forth below shall be followed. Before any ~~elected official~~ vacancy is filled by the Commission, the Commission shall issue a public notice to receive resumes from candidates seeking appointment to the vacancy at least seven (7) calendar days prior to a meeting to fill a vacancy and there shall be a public hearing **for any elected official vacancy**. County officials shall reside in the district from which elected or appointed as provided by Section 9.10 of the Knox County Charter. Members appointed to boards and committees shall also be residents of Knox County at the time of their appointment and at all times while serving pursuant to Section 2.02.I of the Knox County Charter. Any applicant shall not serve on any committee or board that has a family member as defined by spouse, parent, grandparent, siblings, in-laws, or children.

The remainder of this section excluded from this document for brevity as there are no other changes to this section.

RLA-16975 **R-25-2-907**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, 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, amending the Knox County Commission Rules, Rules VI, Section C, Road and Right of Way Closure, to amend the procedure for road and right of way closures. *(Rules Committee)*

Attachments

Resolution

Redline Changes

Exhibit A

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE VI, SECTION C, ROAD AND RIGHT OF WAY CLOSURE, TO AMEND THE PROCEDURE FOR ROAD AND RIGHT OF WAY CLOSURES.

RESOLUTION: **R-25-2-907**

REQUESTED BY: **RULES COMMITTEE**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on January 21, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

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

The Knox County Commission Rules, Rule VI, Section C entitled "Road and Right of Way Closure" is hereby amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

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

ENGINEERING & PUBLIC WORKS

Development Services • Fleet Management • Environment and Planning • Operations

January 13th, 2025

Attention: Rules Committee

Knox County Engineering and Public Works (EPW) is proposing changes to the Road and Right of Way Closure process. There are three significant changes being proposed.

1. Reduce the number of times Knox County Commission must hear and approve Right of Way Closure applications from two to one.
2. Add requirement for Right of Way Closure application to gain support of Knox County EPW or Commissioner before consideration by Knox County Commission.
3. Allow Knox County EPW to submit request for Right of Way Closures to Knox County Commission without a full Canvass form. This will ease the administrative burden of resolving historic administrative anomalies in deeds and maps and streamline the process to resolve issues of public safety.

Other proposed changes to the rules, shown in redline in the attached document, will better align formal policy to the current process.

Section C. Road and Right of Way Closure

Before a road closure shall be considered by the Commission and placed on its agenda, the following requirements must be met:

If the request for closure is submitted by Knox County Engineering and Public Works:

1. Letters shall be mailed to all property owners adjacent to the proposed closure area notifying them of the proposed closure, the County Commission meetings, and their options to provide input in support or opposition to the closure.

If a request for closure is submitted by a citizen applicant:

~~1. A written request for closure giving the name of the road, the right of way width, the length of the section to be closed, location of the road in relation to any existing roads with which it intersects, the person to who the right of way is to be transferred, and the name of the person requesting the closure, shall be submitted for review to Engineering and Public Works.~~

1. The Department of Engineering and Public Works must receive a written request for closure. The request must include: the name, length, and width of the road or right-of-way that is desired to be closed, the reason for the request, the location of the road in relation to any existing roads with which it intersects, the name(s) and contact information for the person(s) requesting the closure and who will act as the representative, a statement of whom the proposed closure area is to be transferred, and a Canvass form signed by all the owners and holders of property abutting the proposed closure area indicating if they agree or disagree with the closure. Written requests should be submitted to: rowclosures@knoxcounty.org or Attn: Senior Director, Knox County Engineering and Public Works, 205 W Baxter Avenue, Knoxville, TN 37917

~~2. A copy of the request will be sent to the Director of Engineering & Public Works who will send a copy of the request to all utilities serving the area and any other governmental unit which may have adjoining road right of ways.~~

2. The Director of Engineering and Public Works will review the request to determine if Engineering and Public Works will sponsor the closure. If Engineering and Public Works does not support the closure, the applicant will be notified of the decision, and the applicant may instead seek sponsorship from a Commissioner. If no support for the request is gained from EPW or a Knox County Commissioner, the request will not advance.

~~3. The request will be accompanied by a signed statement of all adjoining property owners who agree with the request or do not object to the closure. The request shall also state all other adjoining property owners to the road right of way who have not filed a written statement agreeing to the closure.~~

3. Knox County Engineering and Public Works will mail letters to the applicant and all abutting property owners stating the dates and times that the request will be presented at the Agenda Review and County Commission meetings. All utility districts and other governmental units serving the area shall also receive notification of the proposed closure.

~~The request for closure must be accompanied by a recordable plat showing the right of way to be abandoned with a metes and bounds description and the boundaries of the lots of the person to whom the right of way is to be transferred as they will exist if the right of way is closed as requested.~~

After Approval by County Commission:

~~Road and right-of-way closures shall be approved in two (2) separate Commission meetings before being final. Upon final approval, the party requesting closure shall submit a metes and bounds description of each portion of the right-of-way closed with the name of the person to whom it is to be transferred as approved by the Commission to the law department for preparation and execution of quit claim deeds. A recordable plat showing the boundaries of the lots of the person to whom the right-of-way is transferred as approved shall be filed with MPC and recorded with the register of deeds in compliance with the subdivision regulations of Knox County~~

If Knox County Commission approves the closure, the applicant(s) must provide Knox County Engineering and Public Works with a survey showing the boundaries of the right-of-way to be abandoned and the boundaries of the lot(s) of the person(s) to whom the right-of-way is to be transferred as they will exist as a result of the road and/or right-of-way closure. A metes and bounds paragraph description of the closed area is also required. Knox County Engineering and Public Works will review the documentation and submit it to the Knox County Law Director's Office for preparation of the Quit Claim Deed The applicant(s) will be notified when the deed has been executed with the Mayor's Office. It is the responsibility of the applicant(s) to retrieve the deed and record it at the Register of Deeds Office.

Road and Right-of-Way closures shall be approved at one (1) Commission meeting before being final.

For lot lines to be updated, a Final Plat in compliance with the Knoxville-Knox County Subdivision Regulations must be prepared by a registered land surveyor and submitted to Knoxville-Knox County Planning for review. Upon approval it can be recorded with the Register of Deeds.

EXHIBIT A

Rule VI, Miscellaneous, Section C, Road and Right of Way Closure, shall be **replaced to read as follows:**

SECTION C. ROAD AND RIGHT OF WAY CLOSURE:

Before a road closure shall be considered by the Commission and placed on its agenda, the following requirements must be met:

If the request for closure is submitted by Knox County Engineering and Public Works:

1. Letters shall be mailed to all property owners adjacent to the proposed closure area notifying them of the proposed closure, the County Commission meetings, and their options to provide input in support or opposition to the closure.

If a request for closure is submitted by a citizen applicant:

1. The Department of Engineering and Public Works must receive a written request for closure. The request must include: the name, length, and width of the road or right-of-way that is desired to be closed, the reason for the request, the location of the road in relation to any existing roads with which it intersects, the name(s) and contact information for the person(s) requesting the closure and who will act as the representative, a statement of whom the proposed closure area is to be transferred, and a Canvass form signed by all the owners and holders of property abutting the proposed closure area indicating if they agree or disagree with the closure. Written requests should be submitted to: rowclosures@knoxcounty.org or Attn: Senior Director, Knox County Engineering and Public Works, 205 W Baxter Avenue, Knoxville, TN 37917.
2. The Director of Engineering and Public Works will review the request to determine if Engineering and Public Works will sponsor the closure. If Engineering and Public Works does not support the closure, the applicant will be notified of the decision, and the applicant may instead seek sponsorship from a Commissioner. If no support for the request is gained from EPW or a Knox County Commissioner, the request will not advance.
3. Knox County Engineering and Public Works will mail letters to the applicant and all abutting property owners stating the dates and times that the request will be presented at the Agenda Review and County Commission meetings. All utility districts and other governmental units serving the area shall also receive notification of the proposed closure.

After Approval by County Commission:

If Knox County Commission approves the closure, the applicant(s) must provide Knox County Engineering and Public Works with a survey showing the boundaries of the right-of-way to be abandoned and the boundaries of the lot(s) of the person(s) to whom the right-of-way is to be transferred as they will exist as a result of the road and/or right-of-way closure. A metes and bounds paragraph description of the closed area is also required. Knox County Engineering and Public Works will review the documentation and submit it to the Knox County Law Director's Office for preparation of the Quit Claim Deed. The applicant(s) will be notified when the deed has been executed with the Mayor's Office. It is the responsibility of the applicant(s) to retrieve the deed and record it at the Register of Deeds Office.

Road and Right-of-Way closures shall be approved at one (1) Commission meeting before being final.

For lot lines to be updated, a Final Plat in compliance with the Knoxville-Knox County Subdivision Regulations must be prepared by a registered land surveyor and submitted to Knoxville-Knox County Planning for review. Upon approval it can be recorded with the Register of Deeds.

RLA-16976 **R-25-2-908**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Drucilla Stills, 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, amending the Knox County Commission Rules, Rules VI, Section E, Honorary Resolutions, Proclamations and Discussion Items, to add the definitions of ordinance and resolution.
(Rules Committee)

Attachments

Resolution
Exhibit A - Redlined

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE VI, SECTION E, HONORARY RESOLUTIONS, PROCLAMATIONS AND DISCUSSION ITEMS, TO ADD THE DEFINITIONS OF ORDINANCE AND RESOLUTION.

RESOLUTION: **R-25-2-908**

REQUESTED BY: **RULES COMMITTEE**

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

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on January 21, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

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

The Knox County Commission Rules, Rule VI, Section E entitled "Honorary Resolutions, Proclamations and Discussion Items" is hereby amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

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

EXHIBIT A

New language is in **red, bolded and underlined**
Deleted language is in ~~red and struck through~~

Rule VI, Section E shall be amended as follows, including changing the title of Section E to "Honorary Resolutions, Proclamations, Discussion Items, Ordinances, and Resolutions":

RULE VI. MISCELLANEOUS

*SECTION E. HONORARY RESOLUTIONS, PROCLAMATIONS, ~~AND~~ DISCUSSION ITEMS, **ORDINANCES, AND RESOLUTIONS**:*

Honorary Resolutions:

Honorary resolutions must honor an individual or organization/agency and shall be approved by vote of the Commission. All honorary resolutions shall be meaningful and noteworthy to the community and/or the individual receiving recognition by the Commission. Honorary resolutions are used for congratulatory or honorary purposes for a significant achievement of an individual or organization/agency. It shall be the responsibility of any Commissioner requesting an Honorary or Memorial Resolution to provide the Commission Office and the Law Director with such information as is necessary for the drafting of the requested resolution.

Proclamations:

Proclamations are individual declarations of Commissioners on topics of importance to individual Commissioners and do not necessarily express the views of the Commission as a whole. Proclamations are not brought before the Commission body publicly unless added to the Commission agenda as an announcement during other business and do not require a vote of the Commission.

Discussion Items:

Discussion items on an agenda may be any topic that a Commissioner believes is important for the Commission to discuss but do not require a vote of the Commission and do not necessarily express the views of the Commission as a whole.

Ordinance:

A rule established by authority; a permanent rule of action; a law or statute.

Resolution:

The determination or decision, in regard to its opinion or intention, of a deliberative or legislative body usually employed to denote the adoption of a motion, the subject matter of which would not properly constitute a statute.

RLA-16977 **R-25-2-909**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, 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, amending the Knox County Commission Rules, Rule II, Section D, Responsibilities of the Chair, and Section E, Responsibilities of the Vice Chair, to revise language regarding The Development Corporation Board.
(Rules Committee)

Attachments

Resolution

Exhibit A - Redlined

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY COMMISSION RULES, RULE II, SECTION D, RESPONSIBILITIES OF THE CHAIR, AND SECTION E, RESPONSIBILITIES OF THE VICE CHAIR, TO REVISE LANGUAGE REGARDING THE DEVELOPMENT CORPORATION BOARD.

RESOLUTION: R-25-2-909

REQUESTED BY: RULES COMMITTEE

PREPARED BY: KNOX COUNTY LAW DIRECTOR'S OFFICE

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____**PAGE**_____

WHEREAS, the Knox County Commission (the "Commission") is empowered to enact rules of procedure for the timely and effective conduct of public meetings; and

WHEREAS, accordingly, the Commission has adopted the Knox County Commission Rules (the "Commission Rules"); and

WHEREAS, it is necessary from time-to-time to amend the Commission Rules in the interest of clarity, consistency, and efficiency; and

WHEREAS, the Commission's Rules Committee convened on January 21, 2025 to consider certain amendments to the Commission Rules and recommended that the Commission Rules be amended as provided herein.

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

The Knox County Commission Rules, Rule II, Section D entitled "Responsibilities of the Chair" and Section E entitled "Responsibilities of the Vice Chair" are hereby amended to read as shown on Exhibit A attached hereto and incorporated herein by reference.

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

EXHIBIT A

New language is in **red, bolded and underlined**
Deleted language is in ~~red and struck through~~

RULE II. CHAIR AND VICE CHAIR

SECTION D. RESPONSIBILITIES OF THE CHAIR:
The Commission Chair is responsible for the following:

1. Administrative Duties. The Chair will work with the legislative body and staff to set the annual legislative calendar, organize the annual State Delegation meeting, coordinate special-called meetings, review the agenda, and create/coordinate special committees on topics that are outside the purview of standing committees.
2. Questions of Order. The Chair will preside over the meetings in accordance with Commission Rules.
3. Commission Office. The Chair shall serve as the manager of the Commission staff and administer such duties as time-off requests, public notices, personnel actions/reviews, and oversee the Commission Office operating budget.
4. Representation. The Chair shall represent the Commission as a board member for the following organizations (or establish a designee representative): Transportation Planning Organization (TPO), ~~The Development Corporation (TDC)~~ **Joint Economic and Community Development Board of Knox County**, Knox County Investment Committee, Tennessee County Commissioners Association (TCCA), and Knox Education Foundation.

SECTION E. RESPONSIBILITIES OF THE VICE CHAIR:
The Commission Vice Chair is responsible for the following:

1. All duties as outlined in Rule II, Section D in the absence of or assignment by the Chair.
~~2. Serve as a member of The Development Corporation.~~
~~3~~**2**. Support Public Forum as outlined in Rule I, Section O of the Commission Rules.

43.. Assist the Chair in keeping track of the order of those wishing to speak.

RLA-17001 **R-25-2-910**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: Risk Management

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, dissolving the Knox County Disability Advisory Group known as DAGWould?. **(TO BE ADDED)**

(Risk Management)

Attachments

Resolution

RESOLUTION

A RESOLUTION OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, DISSOLVING THE KNOX COUNTY DISABILITY ADVISORY GROUP KNOWN AS DAGWOULD?.

RESOLUTION: **R-25-2-910**

REQUESTED BY: **RISK MANAGEMENT**

PREPARED BY: **RISK MANAGEMENT & LAW DIRECTOR'S OFFICE**

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED:_____
DATE

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, the Knox County Disability Advisory Group known as DAGWould? (the "Board") was created in 2019 by Resolution R-19-2-111 of the Knox County Commission to serve as an advisory board to the Mayor and Commission in matters concerning persons with disabilities; and

WHEREAS, the Board was established during the development of the ADA transition plan to provide recommendations and promote coordination and communication with various Knox County departments; and

WHEREAS, the ADA Transition Plan was completed in 2019; and

WHEREAS, the Board was primarily focused on providing feedback for the creation of the plan and projects and, since completion, the Board struggles with attendance and reaching a quorum; and

WHEREAS, the ADA budget is often bound in long-term projects that may last several years so there is little for the Board to discuss or deliberate; and

WHEREAS, the ADA coordinator meets with Knox County departments, manages the transition plan and provides all updates on the website; and

WHEREAS, the ADA Coordinator is actively involved with all county offices, many community groups and works within these groups to provide updates; and

WHEREAS, prior to any new projects, the ADA Coordinator and Knox County will coordinate public meetings to hear concerns and gain input.

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

The Knox County Commission hereby dissolves the Knox County Disability Advisory Group known as DAGWould?.

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 shall take effect from and after its passage, as provided by the Charter of Knox County, Tennessee, the public welfare requiring it.

_____

Presiding Officer of the Commission Date

_____

County Clerk Date

Approved:_____

County Mayor Date

Vetoed:_____

County Mayor Date

RLA-16972 **R-25-2-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, 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, honoring Rural Metro Firefighters Lieutenant Cameron Rood, Misty Weimer, and Nicholas Johnson of Engine 230 for their heroic bravery and commendable service to Knox County.
(Full Commission)

Attachments

No file(s) attached.

RLA-17003 **38.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Presentation: AMR to discuss the first year of the EMS Ambulance Service Contract. **(TO BE ADDED)**

(County Mayor)

Attachments

No file(s) attached.

RLA-16869 **39.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Sandi Prichard, 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:
A) Lantern Park Lane located in Lantern Park, District 6.
B) Brooks Meadow Lane located in Brooks Meadow, District 8.
(Engineering and Public Works)

Attachments

Lantern Park
Brooks Meadow

Knox County Tennessee Road Acceptance

Name of Subdivision: Lantern Park
Developer: S & E Properties, LLC.
Commission District: 6
Inspector:
Date: February 12, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Lantern Park Lane	610 LF	$21,530.26
	Total Miles 0.12	Total $21,530.26

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202402120038648, and any ROW that may have been dedicated along Hardin Valley Road.

New Road Checklist:

Name of Subdivision: Lantern Park
Inspector: Dennis Irwin
Date Surfaced: April 12, 2023

- ✓ Curbs are backfilled
- ○ Correct signs have been installed per the MUTCD manual
  - ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - ✓ Street is free of standing water

  Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - ○ If yes, provide a brief description:

_____

_____

  - ○ EPW file # 122-024

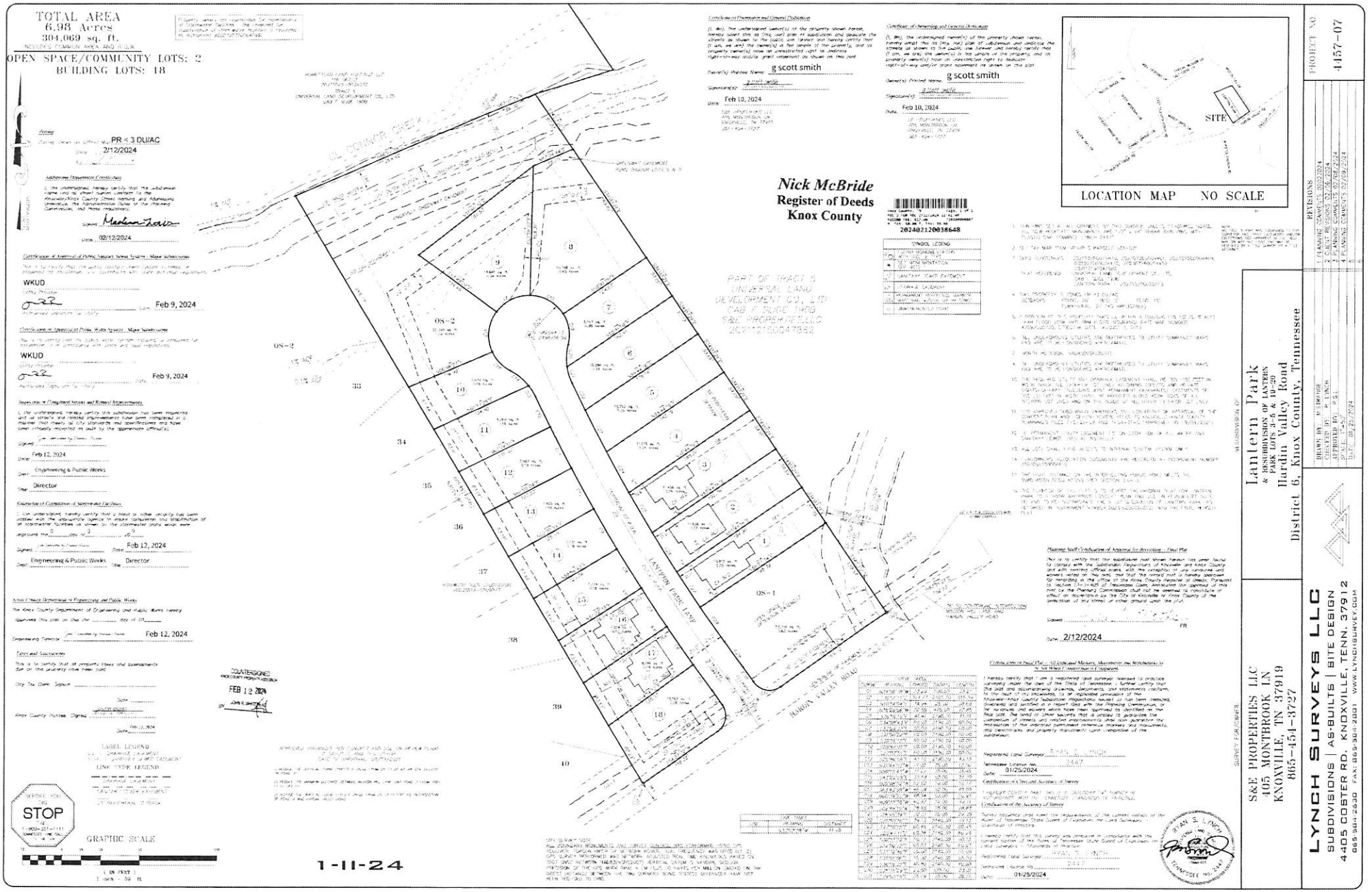
Recommended for road acceptance: Yes

_____ 2/12/25

Development Services Director Date

_____ 2/12/25

Director of Engineering & Public Works Date


TOTAL AREA
6.93 Acres
304,069 sq. ft.
INCLUDES FLOODWAY AREA AND R.O.W.
OPEN SPACE/COMMUNITY LOTS: 2
BUILDING LOTS: 18
Zoning
PR < 3 DU/AC
2/12/2024
Nick McBride
Register of Deeds
Knox County
20240212000038648
LOCATION MAP NO SCALE
SITE
WKUD
Feb 9, 2024
Feb 12, 2024
Engineering & Public Works
Director
Feb 10, 2024
g scott smith
Lantern Park
& RESUBDIVISION OF LANTERN PARK LOTS 3-5 & 10-20
Hardin Valley Road
District 6, Knox County, Tennessee
S&E PROPERTIES LLC
405 MONTBROOK LN
KNOXVILLE, TN 37919
865-454-3727
LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865 joe 2630 FAX: 865 joe 2601 WWW.LYNCHSURVEY.COM
PROJECT NO
4457-07
REVISIONS
1 PLANNING COMMENTS 05/22/2024
2 CLIENT REVISIONS 02/26/2024
3 PLANNING COMMENTS 02/08/2024
4 PLANNING COMMENTS 02/09/2024
DRAWN BY
CHECKED BY
SUBMITTED TO
SCALE
DATE 01/25/2024
1-11-24
GRAPHIC SCALE
1 INCH = 50 FT.
STOP
SURVEY FOR OWNER

ENGINEERING & PUBLIC WORKS

Codes Enforcement · Fleet Services · Operations · Development Services · Solid Waste · Strategic Planning

Knox County Tennessee Road Acceptance

Name of Subdivision: Brooks Meadow Subdivision Phases 1 & 2
Developer: Mesana Investments, LLC
Commission District: 8
Inspector: Jeff Primm
Date: January 13, 2025

Name of Road	Length of Road	Resurfacing w/Profile Mill Included in Cost
Brooks Meadow Lane	788 LF	$27,777.56
	Total Miles 0.15	Total $27,777.56

Knox County Engineering is recommending the acceptance of the right-of-way along the above streets as shown on the recorded plat instrument number 202212210036245 and 202306020064606, and any ROW that may have been dedicated along Old Rutledge Pike and Mascot Road.

205 West Baxter Avenue · Knoxville, TN 37917 · 865-215-5800

New Road Checklist:

Name of Subdivision: Brooks Meadow Subdivision Phases 1 & 2
Inspector: Jason Horner
Date Surfaced: January 3, 2023

- ✓ Curbs are backfilled
- ✓ Correct signs have been installed per the MUTCD manual
  - ✓ Street signs
  - ✓ Stop signs
  - ✓ Speed limits signs
  - ✓ Children at play signs
  - ✓ No Outlet signs if applicable
  - ✓ Street is free of standing water

  Sidewalks are located within the ROW
- ☐ Bridge(s) spanning 20' or more located within this road section
  - If yes, provide a brief description:

_____

_____

  - EPW file # 121-073

Recommended for road acceptance: Yes

Land Development Construction Inspector — Date: 1/13/2025

Construction Services Supervisor — Date: 1/14/25

TOTAL AREA
8.52 ACRES
(370,972 sq.ft.)

R.O.W. DEDICATION: 9,350 sq.ft.
TOTAL BUILDING LOTS: 13

TN GRID

SYMBOL LEGEND
MONUMENT FOUND (W/SIZE AND TYPE)
MONUMENT SET (SEE NOTE 1)
DRAINAGE STRUCTURE
SANITARY MANHOLE
SANITARY SEWER EASEMENT
DRAINAGE EASEMENT
SETBACK LINE
DRAINAGE EASEMENT
SANITARY SEWER EASEMENT

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C2	S71°25'53"E	89.23	891.30	89.27
C3	N45°20'41"E	96.52	1132.99	96.56
C4	N41°58'41"E	98.86	1132.99	98.88
C5	N17°20'58"E	77.70	1332.99	77.71

Nick McBride
Register of Deeds
Knox County

Knox County, TN Page: 1 of 1
REC'D FOR REC 12/21/2022 1:27 PM
RECORD FEE: $17.00
M: TAX PAID: $0.00
20221221 0036245

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

KUB
Utility Provider

Dec 19, 2022
Date:

Authorized Signature for Utility

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

Northeast Knox Utility
Utility Provider

12-21-22
Date:

Authorized Signature for Utility

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and these regulations.

Signed:
Date: 12-21-2022

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

City Tax Clerk: Signed: _____
Date _____

Knox County Trustee: Signed:
Date 12-21-22

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft

BEFORE YOU DIG
STOP
CALL
1-800-351-1111
TENNESSEE ONE CALL
IT'S THE LAW

NOTE: NO TABLE HEREON HAS BEEN PROVIDED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR ENCUMBRANCES NOT SHOWN ON THIS PLAT MAY OR MAY NOT EXIST AND MAY BE REVEALED BY A TITLE SEARCH BY A TITLE ATTORNEY

Planning Staff Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed:
Date: 12-21-2022 KE

Zoning

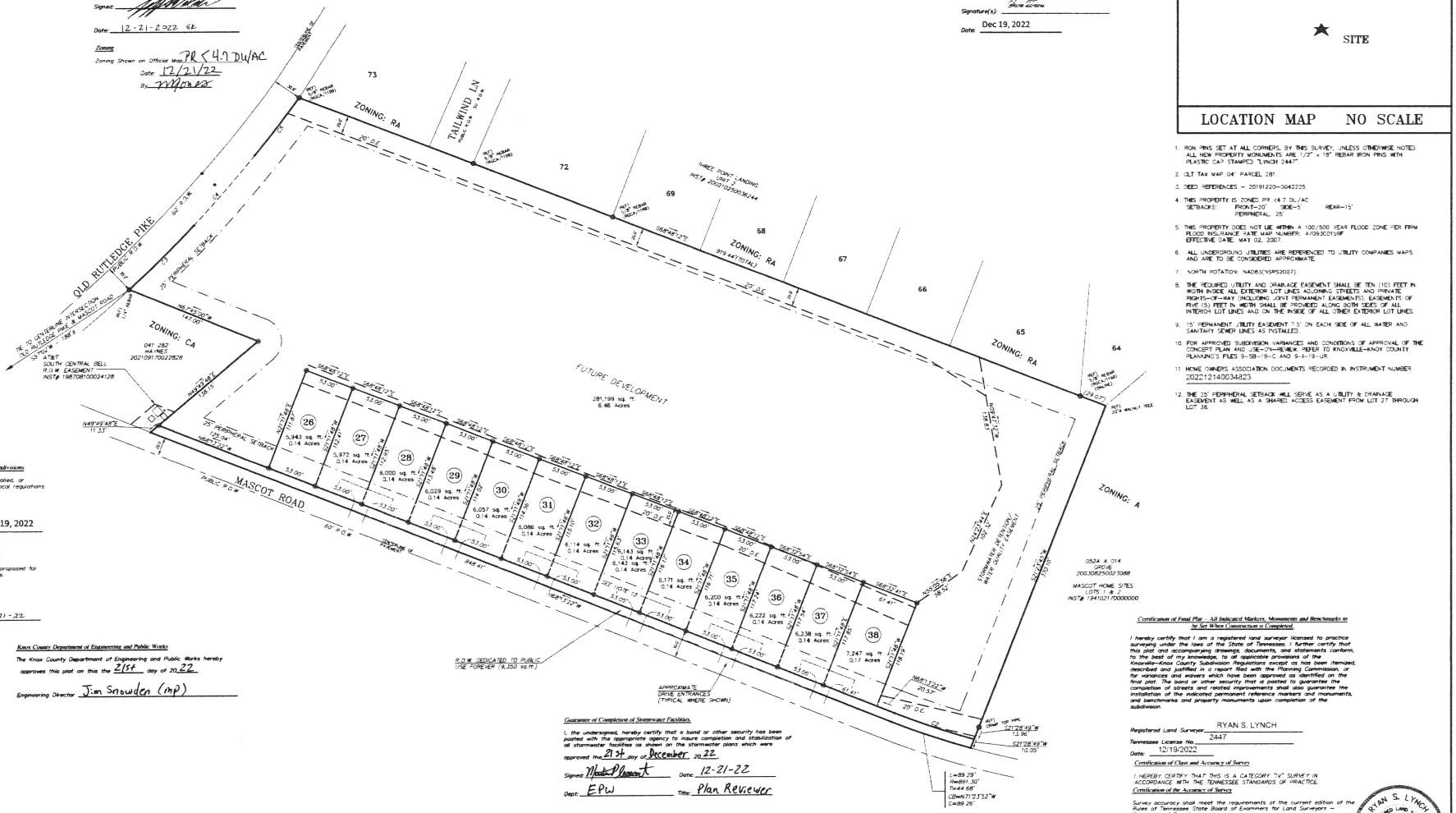
Zoning Shown on Official Map: PR < 4.7 DU/AC
Date: 12/21/22
By:

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument #20221010000241.

Certificate of Ownership and General Dedication

(I, We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat

Scott Davis
Owner(s) Printed Name:
Signature(s):
Dec 19, 2022
Date:



LOCATION MAP NO SCALE

SITE

1. IRON PINS SET AT ALL CORNERS. BY THIS SURVEY, UNLESS OTHERWISE NOTED ALL NEW PROPERTY MONUMENTS ARE 1/2" x 18" REBAR IRON PINS WITH PLASTIC CAP STAMPED "LYNCH 2447".
2. CLT TAX MAP 04F PARCEL 281
3. DEED REFERENCES – 20191220-0042225
4. THIS PROPERTY IS ZONED PR <4.7 DU/AC
   SETBACKS: FRONT=20' SIDE=5 REAR=15'
   PERIPHERAL 25'
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM FLOOD INSURANCE RATE MAP NUMBER: 47093C0159F EFFECTIVE DATE: MAY 02, 2007
6. ALL UNDERGROUND UTILITIES ARE REFERENCED TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
7. NORTH ROTATION: NAD83(NSRS2007)
8. THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAY (INCLUDING JOINT PERMANENT EASEMENTS). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES.
9. 15' PERMANENT UTILITY EASEMENT 7.5' ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED.
10. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO KNOXVILLE-KNOX COUNTY PLANNING'S FILES 9-SB-19-C AND 9-I-19-UR.
11. HOME OWNERS ASSOCIATION DOCUMENTS RECORDED IN INSTRUMENT NUMBER 20221214003482 3
12. THE 25' PERIPHERAL SETBACK WILL SERVE AS A UTILITY & DRAINAGE EASEMENT AS WELL AS A SHARED ACCESS EASEMENT FROM LOT 27 THROUGH LOT 38.

Guarantee of Completion of Stormwater Facilities

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 21st day of December 20 22.

Signed: Mark Pleasant Date: 12-21-22
Dept: EPW Title: Plan Reviewer

COUNTERSIGNED
KNOX COUNTY REGISTER OF DEEDS
DEC 21 2022
BY JOHN R. WHITEHEAD

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the 21st day of 20 22.

Engineering Director Jim Snowden (mp)

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville–Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor RYAN S. LYNCH
Tennessee License No. 2447
Date: 12/19/2022

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "V" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE.

Certification of the Accuracy of Survey

Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

Registered Land Surveyor RYAN S. LYNCH
Tennessee License No. 2447
Date: 12/19/2022

RYAN S. LYNCH LICENSED LAND SURVEYOR TENNESSEE REGISTERED 2447

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER TOPCON HIPER SR NETWORK ROVER, DUAL FREQUENCY WAS USED (L1,L2) GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT CNSS NETWORK NAD83(NSRS2007) VERTICAL DATUM IS NAVD88, GEOMDX PRECISION OF THE GPS WORK RPA: 4 CM PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

10-11-22
SURVEY FOR/OWNER:

FINAL PLAT OF:

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
DRAWN BY: M.STRANGE	1 11/16/2022 PLANNING COMMENTS
CHECKED BY: R. LYNCH	2 11/23/2022 Closure Issues
APPROVED BY: R.S.L.	3 12/01/2022 Revised for Phase 1
SCALE: 1"=50'	4
DATE: 01/06/2022	5
	6

MESANA INVESTMENTS, LLC
P.O. Box 11315
Knoxville, Tennessee 37919
Phone: (875) 806-8088

BROOKS MEADOW SUBDIVISION
PHASE 1 – LOTS 26–38
Knoxville, Tennessee
District 13, Knox County, Tennessee

PROJECT NO.
4542-02

TOTAL AREA
6.46 ACRES
(281,199 sq.ft.)

ROAD: 42,964 sq.ft. (0.99 Acres)
OPEN SPACE LOTS (3): 75,052 (1.72 Acres)
TOTAL BUILDING LOTS: 25

SYMBOL LEGEND
MONUMENT FOUND (IN SITE AND TYPE)
MONUMENT SET (SEE NOTE 1)
DRAINAGE STRUCTURE
SANITARY MANHOLE
SANITARY SEWER EASEMENT
DRAINAGE EASEMENT
SETBACK LINE
DRAINAGE EASEMENT
SANITARY SEWER EASEMENT

CURVE TABLE				
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N45°12'54"E	32.50	1332.99	32.50
C2	N37°12'56"E	81.55	1332.99	81.56
C3	S58°21'04"E	98.78	275.00	100.13
C4	S84°11'57"W	32.64	25.00	35.57
C5	S09°21'42"E	37.47	25.00	42.36
C6	S61°20'51"E	47.54	250.00	47.61
C7	S81°32'27"E	71.87	300.00	72.04
C8	N58°53'26"W	17.21	50.00	17.30
C9	N28°21'44"W	25.21	50.00	25.38
C10	N11°32'36"E	32.78	50.00	33.37
C11	N70°56'58"E	63.77	50.00	69.15
C12	S42°58'09"E	43.96	50.00	47.64
C13	N39°53'01"W	61.75	75.00	63.64
C14	N68°32'56"W	5.90	75.00	5.90
C15	S71°25'53"E	89.23	681.30	89.27
C16	S59°37'28"E	15.12	250.00	15.12
C17	N39°58'05"E	25.61	1332.99	25.61
C18	N41°31'06"E	8.15	1332.99	8.15
C19	S56°04'49"E	10.84	300.00	10.84
C20	N41°18'51"E	99.04	1332.99	99.08

Planning Staff Certification of Approval for Recording – Final Plat

This is to certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Knoxville and Knox County and with existing official plans, with the exception of any variances and waivers noted on this plat, and that the record plat is hereby approved for recording in the office of the Knox County Register of Deeds. Pursuant to Section 13-3-405 of Tennessee Code, Annotated the approval of this plat by the Planning Commission shall not be deemed to constitute or effect an acceptance by the City of Knoxville or Knox County of the dedication of any street or other ground upon the plat.

Signed: _____

Date: 6/1/2023

Property owners are responsible for maintenance of Stormwater facilities. The covenant for maintenance of stormwater facilities is recorded as instrument #202210050054391.

Zoning

Zoning Shown on Official Map: PR < 4.7 DU/AC

Date: 6/1/2023

By: _____

SIGN EASEMENT DETAIL #1

SIGN EASEMENT DETAIL #2

Certificate of Ownership and General Dedication

(I, We), the undersigned owner(s) of the property shown herein, hereby adopt this as (my, our) plan of subdivision and dedicate the streets as shown to the public use forever and hereby certify that (I am, we are) the owner(s) in fee simple of the property, and as property owner(s) have an unrestricted right to dedicate right-of-way and/or grant easement as shown on this plat

Owner(s) Printed Name: Scott Davis

Signature(s): _____

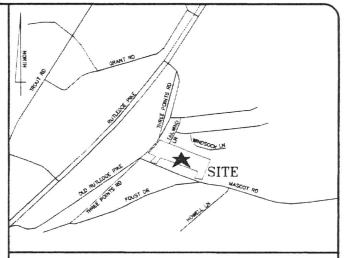
Date: Mar 29, 2023

PERMANENT REFERENCE MARKERS
(X.X' SPIKE IN ASPHALT)

△R1 N 637947.56 E 2625807.01

△R2 N 637714.46 E 2626408.08

△R3 N 637691.15 E 2626389.04



LOCATION MAP NO SCALE

1. IRON PINS SET AT ALL CORNERS, BY THIS SURVEY, UNLESS OTHERWISE NOTED. ALL NEW PROPERTY MONUMENTS ARE 1/2" x 18" REBAR IRON PINS WITH PLASTIC CAP STAMPED "LYNCH 2447"
2. CLT TAX MAP 041 PARCEL 28.
3. DEED REFERENCES – 20191220-0042225
4. THIS PROPERTY IS ZONED PR <4.7 DU/AC
   SETBACKS: FRONT-20' SIDE-5 REAR-15'
   PERIPHERAL 25
5. THIS PROPERTY DOES NOT LIE WITHIN A 100/500 YEAR FLOOD ZONE PER FIRM FLOOD INSURANCE RATE MAP NUMBER: 47093C0156F EFFECTIVE DATE: MAY 02, 2007.
6. ALL UNDERGROUND UTILITIES ARE REFERENCED TO UTILITY COMPANIES MAPS AND ARE TO BE CONSIDERED APPROXIMATE.
7. NORTH ROTATION: NAD83(NSRS2007)
8. THE REQUIRED UTILITY AND DRAINAGE EASEMENT SHALL BE TEN (10) FEET IN WIDTH INSIDE ALL EXTERIOR LOT LINES ADJOINING STREETS AND PRIVATE RIGHTS-OF-WAY INCLUDING JOINT PERMANENT EASEMENT(S). EASEMENTS OF FIVE (5) FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH SIDES OF ALL INTERIOR LOT LINES AND ON THE INSIDE OF ALL OTHER EXTERIOR LOT LINES.
9. 15' PERMANENT UTILITY EASEMENT TO BE ON EACH SIDE OF ALL WATER AND SANITARY SEWER LINES AS INSTALLED.
10. FOR APPROVED SUBDIVISION VARIANCES AND CONDITIONS OF APPROVAL OF THE CONCEPT PLAN AND USE-ON-REVIEW, REFER TO KNOXVILLE-KNOX COUNTY PLANNING'S FILES 9-SB-19-C AND 9-H-19-UR.
11. HOME OWNERS ASSOCIATION DOCUMENTS RECORDED IN INSTRUMENT NUMBER _____
12. THE 25' PERIPHERAL SETBACK WILL SERVE AS A UTILITY & DRAINAGE EASEMENT AS WELL AS A SHARED ACCESS EASEMENT FROM LOT 27 THROUGH LOT 38.

Nick McBride
Register of Deeds
Knox County

Knox, Tennessee Page 1 of 3
WITH THE DOC. # 202306020064606
RECORD FEE: $57.00
M: TAX $0.00 T: TAX $0.00

202306020064606

Certification of Approval of Public Sanitary Sewer System - Major Subdivisions

This is to certify that the public sanitary sewer system installed, or proposed for installation, is in accordance with State and local regulations.

KUB
Utility Provider

_____ Date: Mar 31, 2023
Authorized Signature for Utility

Certification of Approval of Public Water System - Major Subdivisions

This is to certify that the public water system installed, or proposed for installation, is in accordance with State and local regulations.

Northeast Knox Utility District
Utility Provider

_____ Date: Mar 30, 2023
Authorized Signature for Utility

Addressing Department Certification

I, the undersigned, hereby certify that the subdivision name and all street names conform to the Knoxville/Knox County Street Naming and Addressing Ordinance, the Administrative Rules of the Planning Commission, and those regulations.

Signed: _____

Date: 6/1/2023

Knox County Department of Engineering and Public Works

The Knox County Department of Engineering and Public Works hereby approves this plat on this the _____ day of 20____.

Tim Troutman by Tammi Irvin
Engineering Director May 24, 2023

Taxes and Assessments

This is to certify that all property taxes and assessments due on this property have been paid.

City Tax Clerk: Signed: _____

Date _____

Knox County Trustee: Signed: _____

Mar 30, 2023
Date _____

Inspection of Completed Streets and Related Improvements.

I, the undersigned, hereby certify this subdivision has been inspected and all streets and related improvements have been completed in a manner that meets all city standards and specifications and have been officially accepted as built by the appropriate official(s).

Tim Troutman by Tammi Irvin
Signed: _____

Date: May 24, 2023

Dept: Engineering and Public Works

Title: Director

Guarantee of Completion of Stormwater Facilities.

I, the undersigned, hereby certify that a bond or other security has been posted with the appropriate agency to insure completion and stabilization of all stormwater facilities as shown on the stormwater plans which were approved the 24th day of May 20 23

Tim Troutman by Tammi Irvin
Signed: _____ Date: May 24, 2023

Dept: Engineering and Public Works Title: Director

COUNTERSIGNED
KNOX COUNTY REGISTER OF DEEDS
JUN 02 2023
BY: _____

Certification of Final Plat – All Indicated Markers, Monuments and Benchmarks to be Set When Construction is Completed.

I hereby certify that I am a registered land surveyor licensed to practice surveying under the laws of the State of Tennessee. I further certify that this plat and accompanying drawings, documents, and statements conform, to the best of my knowledge, to all applicable provisions of the Knoxville–Knox County Subdivision Regulations except as has been itemized, described and justified in a report filed with the Planning Commission, or for variances and waivers which have been approved as identified on the final plat. The bond or other security that is posted to guarantee the completion of streets and related improvements shall also guarantee the installation of the indicated permanent reference markers and monuments, and benchmarks and property monuments upon completion of the subdivision.

Registered Land Surveyor _____

Tennessee License No. 2447

Date: 03/03/2023

Certification of Class and Accuracy of Survey

I HEREBY CERTIFY THAT THIS IS A CATEGORY "U" SURVEY IN ACCORDANCE WITH THE TENNESSEE STANDARDS OF PRACTICE.

Certification of the Accuracy of Survey

Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

I hereby certify that this survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

Registered Land Surveyor _____

Tennessee License No. 2447

Date: 03/03/2023

RYAN S. LYNCH — LICENSED LAND SURVEYOR — TENNESSEE No. 2447

1-5-23

FINAL PLAT OF:

GRAPHIC SCALE

0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

BEFORE YOU DIG STOP CALL 1-800-351-1111 TENNESSEE ONE CALL IT'S THE LAW

NOTE: NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR AND OTHER EASEMENTS AND/OR ENCUMBRANCES NOT APPARENT IN THE FIELD MAY EXIST. THIS SURVEY IS SUBJECT TO BEING REVOKED BY A TITLE SEARCH BY A TITLE ATTORNEY.

GPS SURVEY NOTE:
ALL BOUNDARY MONUMENTS AND SURVEY CONTROL WAS PERFORMED USING GPS RECEIVER: TOPCON HIPER GR NETWORK ROVER, DUAL FREQUENCY WAS USED (L1,L2) GPS SURVEY PERFORMED WAS NETWORK ADJUSTED REAL TIME KINEMATICS BASED ON TDOT ONSS NETWORK NAD83(NSRS2007) VERTICAL DATUM IS NAVD88, GEOIDO9 PRECISION OF THE GPS WORK RPA: ± .04 PLUS 50 PARTS PER MILLION (BASED ON THE DIRECT DISTANCE BETWEEN THE TWO CORNERS BEING TESTED). DISTANCES HAVE NOT BEEN REDUCED TO GRID.

SURVEY FOR/OWNER:

LYNCH SURVEYS LLC
SUBDIVISIONS | AS-BUILTS | SITE DESIGN
4405 COSTER RD. KNOXVILLE, TENN. 37912
865-584-2630 FAX: 865-584-2801 WWW.LYNCHSURVEY.COM

REVISIONS	
DRAWN BY: M.STRANGE	1 03/03/2023 revised lots
CHECKED BY: R. LYNCH	2 03/14/2023 comments
APPROVED BY: R.S.L.	3
SCALE: 1"=50'	4
DATE: 03/03/2023	5
	6

MESANA INVESTMENTS, LLC
P.O. Box 11315
Knoxville, Tennessee 37919
Phone: (875) 806-8088

BROOKS MEADOW SUBDIVISION
PHASE 2 – LOTS 1–25
Knoxville, Tennessee
District 13, Knox County, Tennessee

PROJECT NO.
4542

RLA-16958 **40.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Line Item Transfers - Total amount of $89,517.38.
(Finance)

Attachments

Line Items

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Fire Prevention Control

Date: 2/3/2025

Authorizing Signature: Jenny Heald

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1017510	530900	Contract With Other Agencies	8,766.00
		TOTAL	$ 8,766.00

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1017510	543100	Safety and Law Enforcement Sup	8,766.00
		TOTAL	$ 8,766.00

JUSTIFICATION/EXPLANATION:

Purchase safety gear for fire investigators to operate in a post fire environment.

Approved: _____ County Mayor — Date: 2/5/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 2/4/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY

BUDGET TRANSFER REQUEST FORM

Department: Parks and Recreation

Date: 1/16/2025

Authorizing Signature:

TRANSFER FROM:

ORG - OBJ Code	Account Name	Amount
1014836 - 518900	FULL TIME REGULAR PAY	56,177.16
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
	-	
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	-	
	-	
	-	
	-	
	-	
	-	
	-	
	TOTAL	$ 56,177.16

TRANSFER TO:

ORG - OBJ Code	Account Name	Amount
1014810 - 518900	FULL TIME REGULAR PAY	56,177.16
	-	
	-	
	-	
	-	
	-	
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	-	
	-	
	-	
	-	
	TOTAL	$ 56,177.16

JUSTIFICATION/EXPLANATION:
Moving funds for transfer of employee

Approved: _____ County Mayor — Date: 1/22/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 1/17/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

KNOX COUNTY

BUDGET TRANSFER REQUEST FORM

Department: EPW

Date: Feb 5, 2025

Authorizing Signature:

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1310610	518900	Building Codes Full Time Regular	2,826.84
1310120	518900	Land Development Full Time Regular	1,012.46
		TOTAL	$ 3,839.30

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1310210	518900	Pub Wrks Const/Maint Full Time Regular	3,839.30
		TOTAL	$ 3,839.30

JUSTIFICATION/EXPLANATION:
Moving excess funding from two positions in two different ORG codes to another posiiton in another ORG code.

Approved: _____ 2/6/25
County Mayor — Date

Approved as the availability of Funds: _____ 2/6/25
Senior Director of Finance — Date

Approved for Transfer of Funds: _____
Chairman, County Commission — Date

KNOX COUNTY
BUDGET TRANSFER REQUEST FORM

Department: Health

Date: 2/7/2025

Authorizing Signature: Kevin Parton

TRANSFER FROM:

ORG Code	Object Code	Account Name	Amount
1015403	518900	Full Time Regular Pay	20,734.92
		TOTAL	$ 20,734.92

TRANSFER TO:

ORG Code	Object Code	Account Name	Amount
1015463	518900	Full Time Regular Pay	20,734.92
		TOTAL	$ 20,734.92

JUSTIFICATION/EXPLANATION: Position Salary Adjustment

Approved: _____ County Mayor — Date: 2/10/25

Approved as the availability of Funds: _____ Senior Director of Finance — Date: 2/10/25

Approved for Transfer of Funds: _____ Chairman, County Commission — Date: _____

RLA-16959 **41.**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: FINANCE DEPARTMENT

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Budget Amendments. **(WITHDRAW AT REQUEST OF SPONSOR)**
(Finance)

Attachments

No file(s) attached.

RLA-16841 **R-25-2-402**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Agreement with Knoxville TPO for the collection of pavement condition data. Federal funding will be provided for 80% of the cost of data collection, with the remaining 20% being paid by Knox County. In FY2024 the amount due will be $121,557.00 and in FY2026 the amount due will be $46,972.00. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)*
(Engineering and Public Works)

Attachments

No file(s) attached.

RLA-16989 **R-25-2-412**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with Calton Development for the installation of a signal at Bakertown Road and Schaad Road. **(DEFER TO MARCH AT REQUEST OF SPONSOR)**

(Engineering and Public Works)

Attachments

No file(s) attached.

RLA-16774 **R-25-2-415**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Cathy Olsen, 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 Memorandum of Understanding with S&E Properties, LLC. for road improvements at the intersection of Kingston Pike and Ebenezer Road. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from December to January and January to February at Request of Sponsor)*
(Engineering and Public Works)

Attachments

MOU

MEMORANDUM OF UNDERSTANDING
KNOX COUNTY, TENNESSEE AND S & E PROPERTIES, LLC

This Memorandum of Understanding (herein the "Memorandum of Understanding") is made and entered into by and between **KNOX COUNTY, TENNESSEE** ("Knox County"), a political subdivision of the State of Tennessee, a home rule public corporation and charter government, and **S & E PROPERTIES, LLC,** a Tennessee limited liability company, 405 Montbrook Lane, Knoxville, TN 37919 ("S & E").

WHEREAS, due to the ongoing and rapid suburbanization of Southwest Knox County combined with other large and undeveloped property tracts in that area, the current intersection of Ebenezer Road and Kingston Pike ("Intersection") in Knox County, Tennessee requires that the current turn lanes on Ebenezer Road for traffic turning onto Kingston Pike be lengthened and widened to a total dimension of 80 feet by 22 feet; and

WHEREAS, S & E plans to develop the Ebenezer Road Subdivision (the "Development") on currently vacant land owned by S & E or its affiliates located at 0 Ebenezer Road, Parcel No. 132 03701, which Development will result in an increase of traffic on a portion of Ebenezer Road and Kingston Pike and an increase of traffic at the Intersection and thereby increase the need for the aforementioned improvements to the turn lanes at the Intersection (hereinafter the "Project"); and

WHEREAS, the total cost of the Project will be paid by the parties as set out below; and

WHEREAS, it is in the best interest of Knox County and S & E that Knox County oversee and coordinate the entire Project for the widening of the northbound right turn lane at the Intersection as set out above; and

WHEREAS, Knox County and S & E agree that Knox County will oversee and coordinate the Project as set out below, and that the parties will pay the total cost of said Project as set out below.

NOW, THEREFORE, in consideration of the foregoing premises and valuable consideration, the receipt and/or sufficiency of which is hereby acknowledged, Knox County and S & E hereby agree as follows:

1) Knox County will oversee and coordinate the Project including engineering and design, right-of-way and easement acquisitions, utility relocation, and construction subject to the final design and construction plans for same being approved by Knox County.

2) The Project will involve the construction of a 25' long, 22' wide extension to the existing turn lane at the northbound approach of Ebenezer Road at the intersection with Kingston

Pike. The Project will include design, right of way acquisition, utility relocation, and construction to Knox County standard road standards.

3) S & E will pay to Knox County the entire cost of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project on the following schedule:

a. S & E will pay 50% of the total cost of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project within thirty (30) days of the execution of the design contract.

b. S & E will pay the remainder of all costs of the engineering and design, the right-of-way and easement acquisitions, the utility relocation costs, and the construction costs including Construction Engineering Inspection (CEI) for the Project within thirty (30) days of the date of the payment of the final pay application.

4) Knox County will pay the entire cost of the management of the Project and the bidding process to construction.

5) This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their successors in interest, heirs, and assigns.

6) This Memorandum of Understanding sets forth the understanding between the parties, and no change, amendment, or modification shall be enforceable unless made in writing and signed by the parties.

7) The delay or failure of one of the parties to enforce any provision or condition of this Memorandum of Understanding or to exercise any right provided herein shall not be considered a waiver of its right with respect to such provision, condition, or right in the future.

8) Time is of the essence on this Memorandum of Understanding and each and every provision hereof. Any extension of time granted for the performance of any duty under this Memorandum of Understanding shall not be considered an extension of time for the performance of any other duty under this Memorandum of Understanding.

9) This Memorandum of Understanding shall be exclusively construed, governed, and controlled by the laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this Memorandum of Understanding shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal

jurisdiction thereto and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

10) It is understood and agreed by Knox County and S & E that the individual(s) employed by S & E shall not be considered employee(s), agent(s), or borrowed agent(s) of Knox County and that Knox County and S & E are not partners or joint ventures.

11) S & E 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 this Memorandum of Understanding by S & E, its subcontractors, agents, or employees or due to any negligent act or occurrence or any omission or commission of S & E, its subcontractors, agents, or employees.

12) S & E shall not assign this Memorandum of Understanding to any person, party, company, partnership, corporation, or other entity of any kind without the prior specific written consent of Knox County, which consent shall be granted or denied in the sole and absolute discretion of the Knox County Mayor. Even if an assignment is granted by the Knox County Mayor, S & E shall remain fully responsible for the proper and complete execution of this Memorandum of Understanding.

13) The parties' performance of this Memorandum of Understanding is contingent upon the approval by Knoxville-Knox County Planning of the concept plan for the Development.

The parties have executed this Memorandum of Understanding for the purposes set out herein as of the latest date written below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

KNOX COUNTY, TENNESSEE

By: _____

Name: Glenn Jacobs

Title: Mayor

Date: _____

S & E PROPERTIES, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Knox County Law Director's Office

Date: _____

Contract #: 24-858

RLA-16837 **R-25-2-905**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date:	02/13/2025
Requested By:	Jill Rosberg, LAW DEPARTMENT
Department:	REGISTER OF DEEDS
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 the Tennessee General Assembly to allow Knox County to establish predictable recording fees in the Register's Office. **(DEFER TO MARCH AT REQUEST OF SPONSOR)** *(previously Deferred from January to February at Request of Sponsor)*

(Register of Deeds)

Attachments

No file(s) attached.

RLA-16973 **O-25-2-101**

COMMISSION (PRELIMINARY AGENDA)

Meeting Date: 02/13/2025

Requested By: Drucilla Stills, COUNTY COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

CAPTION

Consideration of an Ordinance of the Commission of Knox County, Tennessee, amending the Knox County Code, Chapter 2, Article VIII, Division 4, "Receipt and Disbursement of County Funds; Budget Procedures", to add a new Section 2-558 to provide appropriation, grant and funding contract accountability for county general funds and Chapter 58, Article III, Section 58-92, "Appropriation, Grant and Funding Contract Procedures", to amend appropriation, grant and funding contract procedures for hotel/motel tax funds. (Ord. No. O-91-11-101, adopted 1-27-92, Ord. No. O-02-6-102, adopted 7-22-02, and establishing Section 2-558, previously reserved) **(FIRST READING)**

(Commissioner Russell)

Attachments

Ordinance

ORDINANCE

AN ORDINANCE OF THE COMMISSION OF KNOX COUNTY, TENNESSEE, AMENDING THE KNOX COUNTY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 4, "RECEIPT AND DISBURSEMENT OF COUNTY FUNDS; BUDGET PROCEDURES", TO ADD A NEW SECTION 2-558 TO PROVIDE APPROPRIATION, GRANT AND FUNDING CONTRACT ACCOUNTABILITY FOR COUNTY GENERAL FUNDS AND CHAPTER 58, ARTICLE III, SECTION 58-92, "APPROPRIATION, GRANT AND FUNDING CONTRACT PROCEDURES", TO AMEND APPROPRIATION, GRANT AND FUNDING CONTRACT PROCEDURES FOR HOTEL/MOTEL TAX FUNDS. (ORD. NO. O-91-11-101, ADOPTED 1-27-92, ORD. NO. O-02-6-102, ADOPTED 7-22-02, AND ESTABLISHING SECTION 2-558, PREVIOUSLY RESERVED)

ORDINANCE: O-25-2-101

REQUESTED BY: COMMISSIONER RUSSELL

PREPARED BY: COMMISSIONER RUSSELL

APPROVED AS TO FORM AND CORRECTNESS:_____
DIRECTOR OF LAW

APPROVED 1ST READING: _____
DATE

APPROVED 2ND READING: _____
DATE

APPROVED EMERGENCY: _____
(YES) (NO)

VETOED:_____
DATE

VETO OVERRIDE:_____
DATE

MINUTE BOOK_____PAGE_____

WHEREAS, Chapter 58, Article III, Section 58-92 of the Knox County Code currently provides appropriation, grant and funding contract procedures for allocation of the hotel occupancy tax, otherwise known as the hotel/motel tax fund; and,

WHEREAS, Chapter 2, Article VIII, Division 4 of the Knox County Code currently provides receipt and disbursement of county funds and budget procedures; and,

WHEREAS, Knox County is experiencing significant budget and debt challenges, and taxpayer resources must be allocated with great regard; and,

WHEREAS, Knox County owes its residents and taxpayers the highest standard when it comes to the stewardship of taxpayer resources; and,

WHEREAS, transparency in allocation and expenditure of taxpayer's resources must apply to all areas of the county budget; and,

WHEREAS, in the Knox County fiscal year 2025 budget nonprofit entities received $8,294,000 allocated to defined service contracts through the hotel/motel tax fund and $1,909,000 was allocated to defined service contracts through the general fund; and,

WHEREAS, Knox County should review and conduct due diligence of a nonprofit entity's records that receive taxpayer resources to ensure that the resources are being utilized properly.

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

SECTION 1. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," is hereby amended by replacing subsection (a) to read as follows:

> **(a) Any person requesting the receipt of funds generated by the provisions of this article shall submit an application in such form as may be prescribed by the county director of finance and approved by the finance committee of the county commission. Such form shall include, without limitation, all information required by general state law relating to the appropriation of funds for the financial aid of any nonprofit, charitable, or civic organization. Attached to the submission of an application shall be the general itemized financial statements of the organization including a detailed accounting of expenditures paid by the organization from the funds it received from Knox County, the general itemized financial budget of the organization including a detailed accounting of expenditures budgeted to be paid by the organization from the funds it anticipates receiving from Knox County, a copy of the organization's prior year's external audit showing a clean unqualified opinion, and a signed contractual agreement allowing Knox County's internal audit department to be granted access to all records for financial, operational, and compliance auditing that the internal audit department deems necessary. These documents must be received by the county executive and county commission at least 30 days prior to consideration of the full**

county commission for inclusion in the Knox County Budget. The county executive shall recommend that the commission either approve or deny the application. After recommendation by the county executive, the application shall be reviewed by the county director of finance and the county law director as to form, substance, and compliance with the provisions of this article. In reporting on all applications received and reviewed during the preparation of the annual budget of the county, the director of finance shall prepare and submit for review a fiscal note describing the total funding requirements of all applications recommended for approval by the county executive including therewith the recommendation of the county executive, along with anticipated revenues available for such funding. Additionally, any applications and accompanying documentation filed with the county executive shall be presented for review to the county commission as provided by this section, accompanied by a fiscal note describing the impact upon available and anticipated revenues generated pursuant to this article, as well as an accounting of the cumulative impact upon such available or anticipated revenues of the funds generated pursuant to this article.

SECTION 2. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," is hereby amended by replacing subsection (b) to read as follows:

(b) Upon completion of the review by the director of finance and the county law director of any application for funding pursuant to the provisions of this article, the application, recommendations, and other review prepared by the county director of finance shall be forwarded to the finance committee of the county commission. Such committee shall prepare its recommendations for action on the application by the county commission. No request for funding pursuant to this article shall be considered by the county commission without the review, reports, and recommendations mandated herein.

SECTION 3. The Knox County Code, Chapter 58, Article III, Section 58-92, entitled "Appropriation, grant and funding contract procedures," is hereby amended by replacing subsection (d) to read as follows:

(d) Notice of all county commission meetings involving an application for funding pursuant to this article shall be furnished to the county executive not less than ten days preceding such meeting.

SECTION 4. The Knox County Code, Chapter 2, Article VIII, Division 4, entitled "Receipt and Disbursement of County Funds; Budget Procedures," is hereby amended to add a new Section 2-558 entitled "Appropriation, grant and funding contract procedures" to read as follows:

Sec. 2-558. Appropriation, grant and funding contract procedures.

Any person requesting the receipt of county general funds shall submit an application in such form as may be prescribed by the county director of finance and approved by the finance committee of the county commission. Such form shall include, without

limitation, all information required by general state law relating to the appropriation of funds for the financial aid of any nonprofit, charitable, or civic organization. Attached to the submission of an application shall be the general itemized financial statements of the organization including a detailed accounting of expenditures paid by the organization from the funds it received from Knox County, the general itemized financial budget of the organization including a detailed accounting of expenditures budgeted to be paid by the organization from the funds it anticipates receiving from Knox County, a copy of the organization's prior year's external audit report showing a clean unqualified opinion, and a signed contractual agreement allowing Knox County's internal audit department to be granted access to all records for financial, operational, and compliance auditing that the internal audit department deems necessary. These documents must be received by the county executive and county commission at least 30 days prior to consideration of the full county commission for inclusion in the Knox County Budget. The county executive shall recommend that the commission either approve or deny the application. After recommendation by the county executive, the application shall be reviewed by the county director of finance and the county law director as to form, substance, and compliance with the provisions of this article. In reporting on all applications received and reviewed during the preparation of the annual budget of the county, the director of finance shall prepare and submit for review a fiscal note describing the total funding requirements of all applications recommended for approval by the county executive including therewith the recommendation of the county executive, along with anticipated revenues available for such funding. Additionally, any applications and accompanying documentation filed with the county executive shall be presented for review to the county commission as provided by this section, accompanied by a fiscal note describing the impact upon available and anticipated revenues generated pursuant to this article, as well as an accounting of the cumulative impact upon such available or anticipated revenues of the funds generated pursuant to this article.

SECTION 5. This Ordinance shall take effect 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