1. **CALL TO ORDER**

   The meeting was called to order at 6:00 PM by Mayor Indya Kincannon

2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

   Vice-Mayor McKenzie gave the invocation, and Council Member Fugate led in the Pledge of Allegiance.

3. **ROLL CALL**

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indya Kincannon</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Lynne Fugate</td>
<td>At-Large Seat A</td>
<td>Present</td>
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<tr>
<td>Gwen McKenzie</td>
<td>Vice-Mayor, Sixth District</td>
<td>Present</td>
<td></td>
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<tr>
<td>Amelia Parker</td>
<td>At-Large Seat C</td>
<td>Late</td>
<td>6:04 PM</td>
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<tr>
<td>Lauren Rider</td>
<td>Fourth District</td>
<td>Present</td>
<td></td>
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<tr>
<td>Andrew Roberto</td>
<td>Second District</td>
<td>Present</td>
<td></td>
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<tr>
<td>Seema Singh</td>
<td>Third District</td>
<td>Present</td>
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<tr>
<td>Tommy Smith</td>
<td>First District</td>
<td>Present</td>
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<tr>
<td>Janet Testerman</td>
<td>At-Large Seat B</td>
<td>Present</td>
<td></td>
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<tr>
<td>Charles Thomas</td>
<td>Fifth District</td>
<td>Present</td>
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</table>

4. **APPROVAL OF MINUTES**

   Motion to: approve the minutes of the September 22, 2020 Regular Meeting of the City Council

   **RESULT:** APPROVED [UNANIMOUS]
   **MOVER:** Gwen McKenzie, Vice-Mayor, Sixth District
   **SECONDER:** Lynne Fugate, At-Large Seat A
   **AYES:** Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, Thomas
   **ABSENT:** Amelia Parker

   Vice-Mayor McKenzie moved to approve these minutes, and Council Member Fugate seconded the motion. On unanimous roll-call vote, the motion to approve carried.
5. ANNOUNCEMENTS AND EXTRAORDINARY MATTERS, ADOPTION OF AGENDA

a. ITEMS WITHDRAWN (Indicated with "W")

None

b. ITEMS FOR POSTPONEMENT (Indicated with "P")

Motion to: postpone Ordinances 12-e and 12-g for two weeks

RESULT: APPROVED [UNANIMOUS]
MOVER: Tommy Smith, First District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Council Member Smith moved to postpone Ordinances 12-e and 12-g for two weeks, and Council Member Roberto seconded the motion. On unanimous roll-call vote, the motion to postpone carried.

At approximately 6:04pm, Council Member Parker had arrived at the meeting by the time the vote in this matter was taken.

Postponed

12-e An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve amendments to Article 13.9.E to address limitations on the maximum sign area in the Office Park District, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 5-A-20-OA) (All districts)(Requested by Knoxville-Knox County Planning Commission)

RESULT: POSTPONED [UNANIMOUS] Next: 10/20/2020 6:00 PM
MOVER: Tommy Smith, First District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
Postponed
12-g An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve an amendment to Article 13.9 creating a new subsection to 13.9.F.5 to address standards for internally illuminated signs in the Institutional District, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 9-B-20-OA) (All districts)(Requested by Knoxville-Knox County Planning Commission)

| RESULT: | POSTPONED [UNANIMOUS] | MOVER: Tommy Smith, First District |
| SECONDER: Andrew Roberto, Second District |
| AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas |

RESULT: POSTPONED [UNANIMOUS] Next: 10/20/2020 6:00 PM
MOVER: Tommy Smith, First District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

**c.** ITEMS REQUESTED TO BE ADDED BY MOTION (Indicated with "M")
None

**d.** CONSENT ITEMS (Indicated with "**")

Motion to: approve the consent items

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: Gwen McKenzie, Vice-Mayor, Sixth District |
| SECONDER: Andrew Roberto, Second District |
| AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas |

Vice-Mayor McKenzie moved to approve the consent items, and Council Member Roberto seconded the motion. On unanimous roll-call vote, the motion to approve the consent items carried.
Resolution No. R-280-2020

11-k A Resolution granting a pension of $1,621.25 per month to Cherly L. Harper, alternate payee of Michael A. Harper, an employee of the Knoxville Police Department.(Requested by Pension Board)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Resolution No. R-281-2020

11-l A Resolution granting a pension of $1,307.35 per month to David H. Bokenkamp, an employee of the Knoxville General Government.(Requested by Pension Board)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Resolution No. R-282-2020

11-m A Resolution granting a pension of $2,212.54 per month to James D. Trentham, an employee of the Knoxville General Government.(Requested by Pension Board)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Resolution No. R-283-2020

11-n A Resolution granting a pension of $1,115.53 per month to Joseph C. Waterson, an employee of the Knoxville General Government.(Requested by Pension Board)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Resolution No. R-284-2020

11-o A Resolution granting a pension of $1,723.41 per month to Janice T. Woodard, an employee of the Knoxville General Government.(Requested by Pension Board)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
Ordinance No. O-145-2020

12-I An Emergency Ordinance of the Council of the City of Knoxville appropriating the sum of $2,000.00 from the Community Improvement (202) Fund and donating same to Chance House of East Tennessee to be utilized toward the "From Chains to Change" program.(Requested by Vice Mayor McKenzie and Councilmembers Smith, Roberto, Rider, Thomas, and Testerman)

RESULT: APPROVED, EMERGENCY [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

6. MAYOR’S REPORT

Mayor Kincannon addressed recent efforts by the City to clean a homeless encampment under the Interchange of Interstates 40 and 275, also known as Blackstock. This encampment has been in place since March. It was allowed to stay in place during the Coronavirus Pandemic affected. The Mayor stated that health and safety concerns have become an issue in the area. Warnings have been and are continuing to be given about the upcoming cleaning of the area. Shelters have space to accommodate unhoused individuals.

The Mayor spoke about her recent convening of a Covid Leadership Group; this group will concentrate on mitigation strategies in the community. Members of the group include UTK Chancellor Donde Plowman, State Senator and Dr. Richard Briggs, UT System President Randy Boyd, Chief Medical Officer UT Medical Center Dr. Keith Gray, former Mayor and Governor Bill Haslam, County Mayor Glenn Jacobs, UTK Student Government Association President Karmen Jones, Knox County Schools Chief of Staff Renee Kelly, Knoxville Area Urban League President Phyllis Nichols, and Chamber of Commerce President Mike Odom.

The Mayor thanked all those involved with the recent return of football to Neyland Stadium.

7. REPORTS OF COUNCIL MEMBERS OR COMMITTEES

Council Member Thomas announced an event for Active Knox, an organization dedicated to healthy built communities. The virtual presentation will be on Tuesday, October 13th, 2020 at noon and 6:00pm.

Vice-Mayor McKenzie announced that Knoxville Area Urban League young professionals will be providing early voting transportation to polling sites on Saturdays, October 17th and 24th.

Council Member Parker stated that Knoxville Area Transit is still operating at free fares, and she also emphasized that their transportation will be available for early voting and Election Day voting.

A discussion ensued concerning the Mayor’s announcement of the upcoming cleaning at the Blackstock homeless encampment. The following participated: Council Member Parker and Mayor Kincannon.
Council Member Roberto stated that he has asked Rob Frost, Special Counsel and Advisor to the City Council, to review Ordinance 12-g, which concerns sign standards in the institutional districts. He will be drafting standards for City Council to consider at its next meeting.

Council Member Rider inquired about the next scheduled homeless roundtable meeting. Michael Dunthorn, Office of Homelessness, responded that there is not one currently scheduled on account of the pandemic.

8. **ELECTIONS AND CONFIRMATIONS**

None

9. **ORDINANCES ON SECOND READING**

A discussion ensued concerning moving public forum speakers, especially ones wishing to address issues concerning homelessness, to speak now. The following participated in this discussion: Council Members Parker, Singh, Rider, Testerman, and Fugate.

*Council Member Parker moved to add a public forum to the beginning of the agenda.*

**Discussion:**

Vice-Mayor McKenzie, City Recorder Will Johnson, Mr. Frost, Council Members Roberto, and Rider

Vice-Mayor McKenzie seconded the motion.

On roll-call vote, the motion add all the public forum to the beginning of the meeting failed four to five, with Council Members McKenzie, Parker, Rider, and Roberto voting “aye” and Council Members Fugate, Singh, Smith, Testerman, and Thomas voting “nay.”

**Ordinance No. O-146-2020**

a. An Ordinance appropriating the sum of $15,000.00 from the Community Empowerment Budget and donating same to Socially Equal Energy Efficient Development (SEEED) to continue environmental literacy education and job training for underserved communities.(Requested by Office of Community Empowerment)

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<tr>
<td>MOVER:</td>
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<td>SECONDER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
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<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
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</table>
Council Member Testerman moved to approve the ordinance, and Vice-Mayor McKenzie seconded the motion.

*Speaking in favor of the resolution:*

Stan Johnson, 1617 Dandridge Ave

On unanimous roll-call vote, the motion to approve the ordinance carried.

Ordinance No. O-147-2020

b. An Ordinance to rezone property located at 1549 and 1541 North Sixth Avenue, from C-N (Neighborhood Commercial) District to I-G (General Industrial) District, Thomas Gray Brandon, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 8-M-20-RZ) (Fourth District)(Requested by Knoxville-Knox County Planning Commission)

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<tr>
<td>AYES:</td>
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</table>

Council Member Rider moved to approve the ordinance, and Vice-Mayor McKenzie seconded the motion.

*Speaking in favor of the ordinance:*

Benjamin Mullins, 550 W Main St, attorney for the applicant

John Lyle, 118 N Peters Rd

*Discussion:*

Council Members Thomas, Rider, and Testerman

On unanimous roll-call vote, the motion to approve the ordinance carried.
10. **HEARINGS ON ZONING MATTERS, APPEALS FROM ACTION OF MPC/BOARD OF ZONING APPEALS OR PLANS REVIEW**

None

11. **RESOLUTIONS**

**Resolution No. R-285-2020**

a. A Resolution authorizing the Mayor to execute an agreement with Volunteer Ministry Center, Inc. to award an amount not to exceed $1,440,000.00 from the Affordable Rental Development Fund for the development of 48 affordable housing units for very low income households to be located at 1501 East Fifth Avenue. (Requested by Community Development Department)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Seema Singh, Third District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

**Vice-Mayor McKenzie moved to approve the ordinance, and Council Member Singh seconded the motion.**

**Discussion:**

Mayor Kincannon

*Speaking against the resolution:*

James Waldrup, 1710 E Fifth Ave

*On unanimous roll-call vote, the motion to approve the resolution carried.*

**Resolution No. R-286-2020**

b. A Resolution authorizing the Mayor to execute a quitclaim deed to Lloyd Edward Owens for one parcel of property located at 2226 Riverside Drive, Parcel ID No. 094-FD-016, within the limits of the City of Knoxville pursuant to the Homemakers Program for a contract sales price of $3,500.00. (Requested by Community Development Department)

RESULT: APPROVED [8 TO 1]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, Thomas
NAYS: Amelia Parker
Vice-Mayor McKenzie moved to approve the resolution, and Council Member Smith seconded the motion.

**Discussion:**

Council Member Parker, Becky Wade, Director of Housing and Neighborhood Development; and Council Member Rider

On roll-call vote, the motion to approve the resolution carried eight to one with Council Members Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, and Thomas voting “aye” and Council Member Parker voting “nay.”

**Resolution No. R-287-2020**

c. A Resolution authorizing the Mayor to execute any and all documents necessary to apply for and, if awarded, accept a grant from the Environmental Protection Agency (EPA) in an amount up to $300,000.00 with no City match required to be used to conduct assessments of Brownfield sites.(Requested by Department of Engineering)

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<tr>
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Vice-Mayor McKenzie moved to approve the resolution, and Council Member Rider seconded the motion.

**Discussion:**

Council Member Singh and Harold Cannon, Engineering Director

On unanimous roll-call vote, the motion to approve the resolution carried.

**Resolution No. R-288-2020**

d. A Resolution authorizing the Mayor to execute an agreement with Preen Construction, LLC for the Fire Station #4 Renovations Project for an amount not to exceed $426,282.00.(Requested by Department of Engineering)

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<td>SECONDER:</td>
<td>Lynne Fugate, At-Large Seat A</td>
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<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
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</table>
Vice-Mayor McKenzie moved to approve the resolution, and Council Member Fugate seconded the motion. On unanimous roll-call vote, the motion to approve the resolution carried.

Resolution No. R-289-2020
e. A Resolution authorizing the Mayor to execute an Easement Agreement with The Home Federal Bank of Tennessee permitting encroachments into public rights-of-way for the purpose of renovating the building located at 517-519 Market Street. (Requested by Department of Engineering)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Janet Testerman, At-Large Seat B
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Vice-Mayor McKenzie moved to approve the resolution, and Council Member Testerman seconded the motion. On unanimous roll-call vote, the motion to approve the resolution carried.

Resolution No. R-290-2020
f. A Resolution expressing appreciation to the Kingston Pike-Sequoyah Hills Association for its donation of all design plans, materials, supplies, and labor to fully repair and restore Panther Fountain, located within City property at the intersection of Talahi Drive and Taliluna Avenue, and authorizing the City to enter into a Limited Use Agreement with the neighborhood association in order to proceed with the project. (Requested by Department of Engineering)

RESULT: APPROVED [UNANIMOUS]
MOVER: Andrew Roberto, Second District
SECONDER: Janet Testerman, At-Large Seat B
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Council Member Roberto moved to approve the resolution, and Council Member Testerman seconded the motion. On unanimous roll-call vote, the motion to approve the resolution carried.

Resolution No. R-291-2020
g. A Resolution authorizing the Mayor to execute an agreement with Barge Design Solutions, Inc. to provide professional engineering design and related technical services for the East Knoxville Greenway Project for an amount not to exceed $490,270.00 with TDOT funding $392,216.00 and the City funding $98,054.00. (Requested by Department of Engineering)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Vice-Mayor McKenzie moved to approve the resolution, and Council Member Smith seconded the motion. On unanimous roll-call vote, the motion to approve the resolution carried.
Resolution No. R-292-2020

h. A Resolution to add the name "BlueCross Healthy Place at Morningside Park" to a portion of Morningside Park. (Requested by Chairperson Rider and Vice Mayor McKenzie)

RESULT: APPROVED [7 TO 2]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Rider, Roberto, Smith, Testerman, Thomas
NAYS: Amelia Parker, Seema Singh

Vice-Mayor McKenzie moved to approve the resolution, and Council Member Rider seconded the motion.

Speaking to the matter:

George Kemp, 4412 Mildred Dr

Yvette Fragile, 735 LeConte Dr

Discussion:

Mayor Kincannon, Vice-Mayor McKenzie, Sheryl Ely, Parks and Recreation Director; Keith King, 702 S Greenwood Ave Chattanooga, Tennessee; BlueCross BlueShield of Tennessee Foundation, Council Member Singh, Chelsea Johnson, BlueCross BlueShield of Tennessee Foundation, 9221 Sugar Pine Dr Soddy Daisy, Tennessee; Council Members Fugate, Parker, Testerman, and Smith, David Brace, Chief Operating Officer and Deputy to the Mayor

On roll-call vote, the motion to approve the resolution carried seven to two with Council Members Fugate, McKenzie, Rider, Roberto, Smith, Testerman, and Thomas voting "aye" and Council Members Parker and Singh voting "nay."
Resolution No. R-293-2020

i. A Resolution authorizing the Mayor to enter into a Donation Agreement and to execute any other documents necessary with BlueCross BlueShield of Tennessee Foundation for the donation of playground equipment, park upgrades, and related maintenance services at Morningside Park valuing approximately $5,520,000.00 and to express the City’s appreciation and gratitude for said donation.(Requested by Parks and Recreation Department)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lynne Fugate, At-Large Seat A
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Vice-Mayor McKenzie moved to approve the resolution, and Council Member Fugate seconded the motion.

Speaking to the matter:

Carol Evans, 900 Volunteer Landing Lane, Legacy Parks Foundation

Yvette Fragile, 735 LeConte Dr

Dr. Rev. Renee Kesler, 2327 Woodbine Ave

Discussion:

Charles Lomax, Community Empowerment Director, Council Member Parker, Ms. Ely, Council Member Singh, Mayor Kincannon, Mr. Brace, and Vice-Mayor McKenzie

On unanimous roll-call vote, the motion to approve the resolution carried.

Resolution No. R-294-2020

j. A Resolution authorizing the Mayor to execute an agreement with The Scale Works for the purchase and installation of a new scale at the Solid Waste Transfer Facility for a total contract price not to exceed $56,120.00.(Requested by Public Service Department)

RESULT: APPROVED [UNANIMOUS]
MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Council Member Rider moved to approve the resolution, and Council Member Smith seconded the motion. On unanimous roll-call vote, the motion to approve the resolution carried.
Resolutions 11-k through 11-o were approved on consent - see Section 5-d

At approximately 8:11pm, Mayor Kincannon announced a recess.

At approximately 8:22pm, Mayor Kincannon called the meeting back to order.

12. ORDINANCES ON FIRST READING

Approved on First Reading

a. An Ordinance to amend the Knoxville City Code, Chapter 12, to clarify flooding regulations and remove certain unnecessary language.(Requested by Department of Engineering)

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Council Member Rider moved to approve the ordinance, and Council Member Smith seconded the motion.

Discussion:

Council Member Rider and Mr. Cannon

On unanimous roll-call vote, the motion to approve the ordinance carried.

Approved on First Reading

b. An Ordinance to amend the Knoxville City Code, Chapter 22.5, Articles I and II, to update the stormwater and street development standards and remove certain unnecessary language.(Requested by Department of Engineering)

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Council Member Rider moved to approve the ordinance, and Council Member Smith seconded the motion. On unanimous roll-call vote, the motion to approve the ordinance carried.
Approved on First Reading
c. An Ordinance to amend Chapter 20, Article III, Sections 20-52 and 20-61 of the Knoxville City Code, relative to smoking on the grounds of City-owned playgrounds. (Requested by Parks and Recreation Department)

RESULT: APPROVED ON FIRST READING [UNANIMOUS]     Next: 10/20/2020 6:00 PM
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Vice-Mayor McKenzie moved to approve the ordinance, and Council Member Rider seconded the motion.

Discussion:

Mayor Kincannon, Vice-Mayor McKenzie, Council Member Parker, Ms. Elly, and Charles Swanson, Law Director

On unanimous roll-call vote, the motion to approve the ordinance carried.

Approved First Reading Amended
d. An Ordinance to amend several articles of the Knoxville City Code, Appendix B, Zoning Code, to address transition rules associated with previously approved planned districts, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 4-A-20-OA) (All districts)(Requested by Knoxville-Knox County Planning Commission)

RESULT: APPROVED FIRST READING AMENDED [UNANIMOUS]     Next: 10/20/2020 6:00 PM
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Vice-Mayor McKenzie moved to approve the ordinance, and Council Member Rider seconded the motion.

Discussion:

Council Member Rider, Amy Brooks, Interim Executive Director Knoxville-Knox County Planning

Council Member Rider moved to strike "special use" in Sections 14.2.C and 16.2.B.2, and Council Member Roberto seconded the motion.
Discussion:

Council Member Rider, Ms. Brooks, Council Members Roberto and Smith, and Mr. Frost

On unanimous roll-call vote, the motion to strike carried.

On unanimous roll-call vote, the motion to approve the ordinance, as amended.

e. Ordinance 12-e was postponed earlier in the meeting - see Section 5-b

Approved on First Reading

f. An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve an amendment to Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space Zoning District, City of Knoxville, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 9-A-20-OA) (All districts)(Requested by Knoxville-Knox County Planning Commission)

RESULT: APPROVED ON FIRST READING [8 TO 1] Next: 10/20/2020 6:00 PM
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, Thomas
NAYS: Amelia Parker

Vice-Mayor McKenzie moved to approve the ordinance, and Council Member Rider seconded the motion.

Discussion:

Council Member Parker, Ms. Brooks, Mr. Brace, and Council Member Smith

On roll-call vote, the motion to approve the ordinance carried eight to one with Council Members Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, and Thomas voting "yea" and Council Member Parker voting "nay."
g. Ordinance 12-g was postponed earlier in the meeting - see Section 5-b

h. An Ordinance to change the street name of Hensley Drive between Kim Watt Drive and the dead end of Hensley Drive to Layla Gael Lane, Cindy Clabough, Applicant. (Planning Commission Approved 11-0 Consent) (PC File No. 10-A-19-SNC) (Second District)(Requested by Knoxville-Knox County Planning Commission)

RESULT: DENIED [UNANIMOUS]
MOVER: Andrew Roberto, Second District
SECONDER: Seema Singh, Third District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

*Council Member Fugate moved to approve the ordinance, and Council Member Singh seconded the motion.*

**Discussion:**

*Council Member Roberto and Mr. Frost*

*Council Member Roberto moved to deny the ordinance, and Council Member Singh seconded the motion.*

**Discussion:**

*Council Members Testerman and Rider*

**Speaking in favor of the ordinance:**

*Cindy Clabough, 1713 Hensley Dr*

**Discussion:**

*Council Member Smith, Mr. Frost, Council Members Fugate, Rider, and Roberto, and Ms. Clabough*

*On unanimous roll-call vote, the motion to deny the ordinance carried.*
Approved on First Reading

i. An Ordinance to rezone property located at 0 Nickle Road, from RN-1 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District to RN-2 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District, Randy Susong, BLD Properties, LLC, Applicant.  (Planning Commission Approved 14-0 Consent) (File No. 8-G-20-RZ) (Third District)(Requested by Knoxville-Knox County Planning Commission)

RESULT: APPROVED ON FIRST READING [UNANIMOUS]   Next: 10/20/2020 6:00 PM
MOVER: Seema Singh, Third District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Council Member Singh moved to approve the ordinance, and Council Member Rider seconded the motion.

Discussion:

Council Member Singh

On unanimous roll-call vote, the motion to approve the ordinance carried.

Approved on First Reading

j. An Ordinance to rezone property located at 4355 Crouch Drive, from RN-1 (Single-Family Residential Neighborhood) District to RN-4 (General Residential Neighborhood) District, John Hancock, Applicant.  (Planning Commission Approved 14-0 Consent) (File No. 9-B-20-RZ) (Fourth District)(Requested by Knoxville-Knox County Planning Commission)

RESULT: APPROVED ON FIRST READING [UNANIMOUS]   Next: 10/20/2020 6:00 PM
MOVER: Lauren Rider, Fourth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

Council Member Rider moved to approve the ordinance, and Council Member Roberto seconded the motion. On unanimous roll-call vote, the motion to approve the ordinance carried.
Approved on First Reading

k. An Ordinance to rezone property located at 0 N. Gallaher View Road, from O (Office) District to OP (Office Park) District, Taylor D. Forrester on behalf of Concord WP COL, LLC, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 9-G-20-RZ) (Second District)(Requested by Knoxville-Knox County Planning Commission)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED ON FIRST READING [UNANIMOUS]</th>
<th>Next: 10/20/2020 6:00 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Andrew Roberto, Second District</td>
<td></td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janet Testerman, At-Large Seat B</td>
<td></td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
<td></td>
</tr>
</tbody>
</table>

Council Member Roberto moved to approve the ordinance, and Council Member Testerman seconded the motion. On unanimous roll-call vote, the motion to approve the ordinance carried.

Ordinance 12-l was approved on consent - see Section 5-d

13. PUBLIC FORUM

Joyce Feld
1540 Agawela Ave

Constance Every
Knoxville, TN 37914

Mercedes Acosta
Knoxville, TN 37931

Bentley Marlow
322 Douglas Ave

Sam Armbruster
Knoxville, TN 37920
14. **ADJOURNMENT**

The meeting was closed at 9:57 PM

________________________________________________________________________

Presiding Officer of the Council

________________________________________________________________________

Recorder
AGENDA SUMMARY: An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve amendments to Article 13.9.E to address limitations on the maximum sign area in the Office Park District, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 5-A-20-OA) (All districts)

COUNCIL DISTRICT(S) AFFECTED: The proposed ordinance amendments affect all Council Districts.

BACKGROUND: This item was first considered and recommended for approval by the Planning Commission on June 11, 2020. At its July 14, 2020 meeting, Knoxville City Council adopted a motion to refer this ordinance to the Planning Commission to consider a cap on the size of signs in the Office Park (OP) District rather than using a percentage of the wall area of the primary building elevation to determine the maximum size of a sign as originally proposed.

City and Planning staff reviewed the request and re-assert that the proposed restriction should be based on the percentage of the wall area of any primary building elevation. The intent of the OP district is to accommodate large office development and office parks typically found in a campus like setting. This change will allow adequate attached signage that is proportionate to the building size within this district.

Additional changes intended to mitigate undesirable impacts from signs were included by creating greater distinction between standards in the Office District and the Office Park District:

- The sign size limit of 24 square feet in the Office district remains.
- Internally illuminated signs in the Office district are not permitted unless they are part of Healthcare facilities with an emergency room. These facilities may internally illuminate signs upon approval of a master sign plan.

Staff recommends approval of the proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9.E to address limitations on the maximum sign area in the Office Park (OP).


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the proposed amendments to Knoxville City Code, Appendix B, Zoning Code,
Article 13.9.E to address limitations on the maximum sign area in the Office Park (OP), by a vote of 14-0.

**ESTIMATED PROJECT SCHEDULE:** N/A

**PRIOR ACTION/REVIEW**
- Planning Commission Meeting: 9/10/2020, Published ad on 8/23/2020
- Knoxville City Council: 10/6/2020, Published ad on 9/18/2020

**FISCAL INFORMATION:** N/A

**ATTACHMENTS:**
- ORD Article 13.9.E (File No. 5-A-20-OA) Signs (DOCX)
- 5-A-20-OA_pkg (PDF)

**RESULT:** POSTPONED [UNANIMOUS]  
Next: 10/20/2020 6:00 PM

**MOVER:** Tommy Smith, First District  
**SECONDER:** Andrew Roberto, Second District  
**AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
WHEREAS, Article 13.9.E of the City’s Zoning Code sets forth standards for signs permitted in specific districts; and

WHEREAS, this item was first considered and recommended for approval by the Planning Commission on June 11, 2020; and

WHEREAS, at its July 14, 2020, Knoxville City Council adopted a motion to refer this ordinance to the Planning Commission to consider a cap on the size of signs in the Office Park District rather than using a percentage of the wall area of the primary building elevation to determine the maximum size of a sign as originally proposed; and
WHEREAS, the City and the Planning Staff reviewed the request and re-assert the proposed restriction should be based on the percentage of wall area of any primary building elevation; and

WHEREAS, this change will allow adequate attached signage that is proportionate to the building size within this district; and

WHEREAS, additional changes were included by creating greater distinction between standards in the Office District and the Office Park District as indicated in Collective Exhibit 1; and

WHEREAS, at its meeting September 10, 2020, the Planning Commission voted to recommend that City Council adopt the ordinance amendment to the Knoxville City Code addressing limitation on the maximum sign area in the Office Park District, as more fully described in the Planning Commission file attached hereto as Exhibit 1; and

WHEREAS, notice of the Planning Commission hearing of the proposed amendment was published in the Knoxville News Sentinel on August 23, 2020 and notice of the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Knoxville City Code, Appendix B, Article 13.9.E. is hereby amended so as place limitations on the maximum sign area in the Office Park District as shown in the attached Collective Exhibit 1.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission File No. 5-A-20-OA, with all appendices including an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020, and public notice.
SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 4: This Ordinance shall take effect from and after its passage, the welfare of the City requiring it.

_________________________________
Presiding Officer of the Council

______________________________
City Recorder

K:\COUNCIL\ORD\MPC\ZONECODE\2020\Article 13.9.E (File No. 5-A-20-OA) Signs.docx
MEMORANDUM

Date: August 29, 2020  
To: Planning Commission  
From: Amy Brooks, AICP, Interim Executive Director  
On behalf of: City of Knoxville, Plans Review and Inspections Department  
Subject: 5-A-20-OA, Agenda Item 34

Staff Recommendation
Staff recommends approval of the proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9.E to address limitations on the maximum sign area in the Office Park (OP).

Background
This item was first considered and recommended for approval by the Planning Commission on June 11, 2020. At its July 14, 2020 meeting, Knoxville City Council adopted a motion to refer this ordinance to the Planning Commission to consider a cap on the size of signs in the Office Park (OP) District rather than using a percentage of the wall area of the primary building elevation to determine the maximum size of a sign as originally proposed.

City and Planning staff reviewed the request and re-assert that the proposed restriction should be based on the percentage of the wall area of any primary building elevation. The intent of the OP district is to accommodate large office development and office parks typically found in a campus like setting. This change will allow adequate attached signage that is proportionate to the building size within this district.

Additional changes intended to mitigate undesirable impacts from signs were included by creating greater distinction between standards in the Office District and the Office Park District:

- The sign size limit of 24 square feet in the Office district remains.
- Internally illuminated signs in the Office district are not permitted unless they are part of a Healthcare facilities with an emergency room. These facilities may internally illuminate signs upon approval of a master sign plan

If you have any questions, comments, or would like additional information, please feel free to contact me by email at amy.brooks@knoxplannning.org or by phone at 215-4001.

Exhibit 1: City of Knoxville Memo  
Exhibit 2: Proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9.E
MEMORANDUM

DATE: August 31, 2020

TO: Planning Commission & City Council

FROM: Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

RE: Signs in the Office (O) and Office Park (OP) Districts

Background

Under the new City Zoning Code, which went into effect on January 1, 2020, signs in the Office (O) and Office Park (OP) zoning districts follow the same requirements. In both districts, signs are limited to 5% of the wall area of the primary building elevation with two further requirements. First, the sign area could be placed on any elevation except on elevations that faced adjacent residential districts. Second, no individual sign could be larger than 24 square feet in area. In effect, individual signs on buildings with a wall area of 480 square feet or less on the primary elevation follow the 5% rule and stay proportional, while larger buildings are restricted to the 24 square foot limitation for the individual signs.

Because many buildings in the OP zoning district tend to be larger and rent to multiple tenants, City staff members have received a number of requests for variances regarding signs in the OP district related to the 24 square foot limitation for individual signs.

Proposed Amendment

City staff drafted the attached proposal to address the 24 square foot limitation for individual signs in the OP district and to avoid unnecessary barriers to quality development in Knoxville. The proposal clarifies that individual, attached signs in the OP zoning district would not be subject to the 24 square foot limitation. If adopted, signs in the O district will remain subject to the 5% wall area limitation for attached signs and the 24 square foot limitation.

Additionally, for clarification, City staff identified the need to replace the term “hospitals” with “healthcare facilities” so that the use is identifiable in the Use Matrix of Article 9.
Recommendation

City staff supports the adoption of the attached proposed amendment.

Sincerely,

[Signature]

Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

Attachments
Proposed language, Article 13.9.E.2.a
Changes proposed at: 13.9.E.2.a

13.9 - SIGNS PERMITTED IN SPECIFIC DISTRICTS

In addition to signs that may be allowable pursuant to other sections of this Article and this Code, this section delineates the signs allowable in specific districts and the standards for such signs.

A. Agricultural and Open Space Districts: AG, OS, NA

1. In the AG District, non-illuminated nameplates and wall signs for home occupations with proper approval of the home occupation use are allowed as attached signs, with a maximum sign area of two square feet.

2. In the AG, OS, and NA Districts, detached signs are allowed, and may include ground signs, monument signs, column signs, and temporary signs as permitted within this section; provided that the signs are for the purpose of advertising the sale of farm products produced on the premises. Such signs are limited to two non-illuminated signs on the parcel or lot, and each individual sign cannot exceed 12 square feet in sign area and eight feet in height.

3. In the AG, OS, and NA Districts, identification signs, detached or attached to a building, are permitted for public parks, playgrounds and other outdoor recreation uses with a maximum sign area of nine square feet and a maximum height of eight feet. Such signs may be externally illuminated, but cannot be internally illuminated.

B. F Floodplain Overlay Zoning District

1. In the F Overlay District, identification signs, detached or attached to a building, are permitted for public parks, playgrounds, and other outdoor recreation uses with a maximum sign area of nine square feet and a maximum height of eight feet.

2. Detached identification signs may be externally illuminated, but cannot be internally illuminated.

3. All signs in this district are subject to review and approval by the City Stormwater Engineering Department.

C. H Historic Overlay Zoning Districts

1. In the H Overlay District, one information sign, detached or attached to the building, is permitted in connection with the use of the lot with a maximum sign area of nine square feet and a maximum height of eight feet.

2. An information sign is allowed in addition to any other signs allowed in accordance with the underlying base zone district.

3. All signs in the H Overlay District are subject to review and approval by the Historic Zoning Commission.

D. Residential Districts: EN, RN-1, RN-2, RN-3, RN-4, RN-5, RN-6, and RN-7

1. In the residential districts, the following signs on a residential parcel or lot are allowed, subject to the following dimensional requirements:

   a. For properly approved home occupations, one wall sign with a maximum sign area of two square feet. Such signs cannot be illuminated.

   b. Wall signs for multi-family dwellings, rooming and boarding houses, and fraternity and sorority houses with a maximum total sign area of nine square feet per structure; such sign are limited to only the name and/or address of the premises, and the name of the management. Such signs may be externally illuminated, but cannot be internally illuminated.
c. Monument or column signs for multi-family dwellings on sites greater than two acres, mobile home parks, and subdivisions with more than 25 lots for residential purposes; provided that such signs are limited to one sign per each separate street frontage that exceeds 150 lineal feet; cannot exceed a maximum sign area of 36 square feet and a maximum height of six feet; and may be externally illuminated, but cannot be internally illuminated.

2. In residential zone districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:
   a. For medical facilities with less than 150 linear feet of street frontage, clubhouses for civic or nonprofit organizations, lodge halls, studios and day care centers for more than 12 children:
      i. Non-illuminated attached signs, excluding window signs, up to a maximum total sign area of 16 square feet.
      ii. One monument or column sign with a maximum sign area of 20 square feet, and a maximum height of five feet. Such sign may be externally illuminated, but cannot be internally illuminated.
   b. For medical facilities with 150 linear feet or more of street frontage, churches, schools, public buildings, cemeteries and country clubs:
      i. Non-illuminated attached signs, excluding window signs, with a maximum total sign area of 32 square feet.
      ii. One monument or column sign with a maximum total sign area of 36 square feet, and a maximum height of six feet. Such sign may be externally illuminated, but cannot be internally illuminated.

E. Office Districts: O, OP
   1. In the office districts, regulation of signs for permitted residential uses are the same as those for the residential districts.
   2. In the office districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:
      a. Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevation(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district. Within the Office (O) District, and that no individual sign may exceed 24 square feet in area. Such signs, in the O District, cannot be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. Healthcare facilities Hospitals with an emergency room may internally illuminate signs upon approval of a master sign plan.
      b. One detached sign is allowed per parcel or lot, but is limited only to monument or column sign; provided that the maximum sign area is 36 square feet and the maximum height is six feet. Such detached signs cannot be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties.

   1. In the commercial, industrial, and institutional districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:
      a. Development directory and project directional signs may be approved as part of a master sign plan.
b. Attached signs with a total allowed sign area equal to 10% of the wall area of the primary building elevation(s), and such sign area may be used on any elevation of the building.

c. Detached signs in accordance with the standards described herein, except that standards specified for individual districts control.

2. In the commercial, industrial, and institutional districts, the number of detached signs on a nonresidential parcel or lot are allowed in accordance with the following requirements:

a. One detached sign is allowed per street frontage, up to a maximum of two per parcel or lot. For these purposes, an adjacent interstate highway is considered a street frontage, even if there is no access to it.

b. The detached sign that is oriented to the street frontage on which the parcel is addressed is deemed primary and subject to the requirements of this subsection.

c. Any secondary detached sign on each lot is limited to a monument or column sign with a maximum sign area of 32 square feet and a maximum sign height of eight feet.

3. In the commercial, industrial, and institutional districts, the maximum sign height for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-2: Roadway Type and Maximum Sign Height:

<table>
<thead>
<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property within 500 feet of interstate interchange area</td>
<td>35 feet</td>
</tr>
<tr>
<td>Property adjacent to interstate right-of-way</td>
<td>30 feet</td>
</tr>
<tr>
<td>Property fronting on federally designated highways</td>
<td>20 feet</td>
</tr>
<tr>
<td>All other roadway classifications</td>
<td>10 feet</td>
</tr>
</tbody>
</table>

4. In the commercial, industrial, and institutional districts, the maximum sign area for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-3: Roadway Type and Maximum Sign Area:

<table>
<thead>
<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Area</th>
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</thead>
</table>
5. The following exceptions apply to the above standards:

   a. On parcels and lots adjacent to the interstate, a secondary detached sign, if located within 100 feet of the interstate right-of-way and if its sign faces are oriented perpendicular or radial to the interstate right-of-way is subject to the maximum height and sign area requirements for a primary detached sign.

   b. On parcels and lots adjacent to any streets or roads that are part of the state scenic highway system, only a monument or column sign is allowed, provided that the maximum sign height for such sign is six feet and the maximum sign area is 36 square feet.

   c. In the C-N District, the maximum sign area for detached signs is 50 square feet.

   d. In the I-RD District, the maximum sign area for detached signs is 100 square feet and the maximum height is six feet.

   e. In a C-G, C-H, C-R, I-RD, and I-G Districts, additional signs may be approved by the Knoxville-Knox County Planning Commission provided that scale drawings indicate the signs will not detract from the character of the development or surrounding development; and that the development plan clearly shows that because of unusual topography, building locations and relationships or developments with multiple structures, additional signs are essential to inform and direct the public.

(Ord. No. **O-38-2020**, § 1, 2-25-20)
Memorandum

To: Amy Brooks, Interim Executive Director
   Knoxville-Knox County Planning Commission

From: Will Johnson, City Recorder

Date: July 15, 2020

Re: File No. 5-A-20-OA

At its July 14, 2020 meeting, the Knoxville City Council adopted a motion to refer this ordinance to the Planning Commission to consider a cap for the Office Park (OP) district.

Please let me know if you require additional information.
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
<thead>
<tr>
<th></th>
<th>Ms. Tamara Boyer</th>
<th>Ms. Gayle Bustin</th>
<th>Mr. Louis Browning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Karyn Adams</td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
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<tr>
<td>Ms. Sandra Korbelik</td>
<td>Mr. Richard Graf</td>
<td>Ms. Jacquelene Dent</td>
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<tr>
<td>Mr. Chris Ooten</td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td>Mr. Jeff Roth</td>
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<tr>
<td>Mr. Scott Smith</td>
<td>Mr. Tim Hill</td>
<td>Mr. Eddie Smith</td>
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</tbody>
</table>

* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

34. **CITY OF KNOXVILLE**

Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District.

1. **STAFF RECOMMENDATION**

   APPROVE the proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9.E to address limitations on the maximum sign area in the Office Park (OP).

2. **MOTION (S. SMITH) AND SECOND (ROTH) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.**

A roll call vote was taken.

MOTION CARRIED UNANIMOUSLY 14-0. APPROVED
Amy Brooks <amy.brooks@knoxplanning.org>

To: Commission <commission@knoxplanning.org>

Please see comments below.

Amy Brooks, AICP
Planning Services Manager
Interim Executive Director
865-215-4001 (office)
865-679-9020 (cell)

---------- Forwarded message ----------
From: Joyce <jfeld@gmail.com>
Date: Tue, Sep 8, 2020 at 8:20 AM
Subject: Contact Item #34 5-A-20-OA Attached Signs in Office Parks
To: <contact@knoxplanning.org>

Dear Planning Commissioners,

Scenic Knoxville recognizes that the newly created district of Office Park might require larger signs than those allowed in the Office District. However, like the Office District, the maximum size of a single attached sign should be limited in square footage. In the Office District attached signs are allowed to be 5% of the square footage of the primary elevation with a maximum sign size of 24 square feet for any individual sign. A maximum sign size of 150 square feet for any individual sign in the Office Park District is a reasonable standard. Such a standard is consistent with City Council's intent to reduce sign clutter when they passed an updated sign ordinance in 2015. It is also consistent with the concerns expressed by Council at their July 14, 2020 meeting.

We therefore urge you to incorporate the following language for attached signs in Office Park Districts into the proposed amendment to the sign ordinance.

Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevation(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district and that no individual sign may exceed 150 square feet in area. Such signs cannot be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. Signs for Healthcare Facilities with an emergency room may be internally illuminated upon approval of a master sign plan as regulated by Section 13.7, Master Sign Plans for Unified Developments.

Thank you very much,

Joyce Feld
President
Scenic Knoxville
865-525-4007
This message was directed to commission@knoxplanning.org
Dear Planning Commissioners,

Scenic Knoxville recognizes that the newly created district of Office Park might require larger attached signs than those allowed in the Office District. However, like the Office District, the maximum size of a single attached sign should be limited in square footage. In the Office District attached signs are allowed to be 5% of the square footage of the primary elevation with a maximum sign size of 24 square feet for any individual sign. A maximum sign size of 150 square feet (or smaller) for any individual sign in the Office Park District is a reasonable standard. Such a standard is consistent with City Council’s intent to reduce sign clutter when they passed an updated sign ordinance in 2015. It is also consistent with the concerns expressed by Council at their July 14, 2020 meeting.

We therefore urge you to incorporate the following language for attached signs in Office Park Districts into the proposed amendment to the sign ordinance.

Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevation(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district and that no individual sign may exceed 150 square feet in area. Such signs cannot be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. Signs for Healthcare Facilities with an emergency room may be internally illuminated upon approval of a master sign plan as regulated by Section 13.7, Master Sign Plans for Unified Developments.

Thank you very much,

Joyce Feld
President
Scenic Knoxville
865-525-4007

--

This message was directed to commission@knoxplanning.org
TO: Knoxville-Knox County Planning Commission, Amy Brooks, Stephanie Welch  
FROM: Community Forum, Larry Silverstein, Chairperson  
RE: Agenda Item # 34, File Number 5-A-20-OA-- Proposed Amendment to Article 13.9.E Re: maximum sign area in the Office Park District  
DATE: September 7, 2020

Dear Commissioners:

The Community Forum asks that you please consider the following language to amend Article 13.9.E.2.a, the sign regulations for attached signs in the Office District (O) and Office Park District (OP). The proposed language puts a cap of 150-square feet in area on individual attached signs in the Office Park District (OP).

(Changed) 13.9. E. 2.: "In the office districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:"

**PROPOSED LANGUAGE:** **ARTICLE 13.9. E., 2.,a. OFFICE DISTRICTS: O, OP**

*a. Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevations(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district. Signs for Healthcare Facilities with an emergency room may be internally illuminated upon approval of a master sign plan as regulated by Section 13.7, Master Sign Plans for Unified Developments. All other signs in the office districts shall not be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. In the Office District (O), no individual sign may exceed 24 square feet in area. In the Office Park District (OP), no individual sign may exceed 150 square feet in area."

We believe our proposed language regarding attached signs in the Office Districts is clear and consistent with the July 14, 2020, City Council meeting (See [ctvknox.org](https://ctvknox.org), 7-14-20 City Council meeting at the 47 minute mark) that resulted in a unanimous vote to refer this amendment back to the Knoxville-Knox County Planning Commission in order to specifically consider a cap on maximum individual sign size in the Office Park District (OP).

Thank you for your consideration of our request.

Sincerely,

Larry Silverstein, Chairperson, Community Forum  
7808 Sheffield Dr.  
Knoxville, TN 37909  
693-1256  
Larrys55@aol.com

This message was directed to commission@knoxplanning.org
TO: Knoxville-Knox County Planning Commission, Amy Brooks, Stephanie Welch
FROM: Community Forum, Larry Silverstein, Chairperson
RE: Agenda Item # 34, File Number 5-A-20-OA-- Proposed Amendment to Article 13.9.E Re: maximum sign area in the Office Park District
DATE: September 7, 2020

Dear Commissioners:

The Community Forum asks that you please consider the following language to amend Article 13.9.E.2.a, the sign regulations for attached signs in the Office District (O) and Office Park District (OP). The proposed language puts a cap of 150-square feet in area on individual attached signs in the Office Park District (OP).

(Unchanged) 13.9., E. 2.: "In the office districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:"

PROPOSED LANGUAGE: ARTICLE 13.9. E., 2.,a. OFFICE DISTRICTS: O, OP

"a. Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevations(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district. Signs for Healthcare Facilities with an emergency room may be internally illuminated upon approval of a master sign plan as regulated by Section 13.7, Master Sign Plans for Unified Developments. All other signs in the office districts shall not be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. In the Office District (O), no individual sign may exceed 24 square feet in area. In the Office Park District (OP), no individual sign may exceed 150 square feet in area."
We believe our proposed language regarding attached signs in the office districts is clear and consistent with the July 14, 2020, City Council meeting (See ctvknox.org, 7-14-20 City Council meeting at the 47 minute mark) that resulted in a unanimous vote to refer this amendment back to the Knoxville-Knox County Planning Commission in order to specifically consider a cap on maximum individual sign size in the Office Park District (OP).

Thank you for your consideration of our request.

Sincerely,

Larry Silverstein, Chairperson, Community Forum
7808 Sheffield Dr.
Knoxville, TN 37909
693-1256
Larrys55@aol.com
KNOX CTY METRO PLANN
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

Account: 1317419
AD#: 0004375506
Net Amount: $166.32
Tax Amount: $0.00
Total Amount: $166.32
Payment Method: Invoice
Payment Amount: $0.00
Amount Due: $166.32

Sales Rep: Asathisarg
Order Taker: Asathisarg
Order Created: 09/14/2020

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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. For information related to these items, visit KnoxPlanning.org/openda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Rezoning

TAYLOR FORBES/OS/T
CONCORD WP COL LLC - 0 N. Gallaher View Rd. / Parcel ID 120 H B 022. Rezoning from O (Office) to OP (Office Park), Council District 2, Northwest City Sector. Planning Commission Recommendation: Approve OP zoning.

Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.2 to address transition rules associated with previously approved planned districts. Planning Commission Recommendation: Approve amendments.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to address standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9.1 to add pre-school/Kindergarten as a special use in the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.
AGENDA SUMMARY: An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve an amendment to Article 13.9 creating a new subsection to 13.9.F.5 to address standards for internally illuminated signs in the Institutional District, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 9-B-20-OA) (All districts)

COUNCIL DISTRICT(S) AFFECTED: The proposed ordinance amendments affect all Council Districts.

BACKGROUND: Under the new City Zoning Code, the Institutional (INST) zoning district must follow the same requirements as signs in the Commercial and Industrial zoning districts. During a City Council workshop on July 9, 2020, City Council expressed concern regarding the use of illuminated signs in an INST zone when that zone is adjacent to a residentially zoned district. At the request of City Administration, Planning staff worked with City staff to review and provide a recommendation to address Council’s concerns.

City and Planning staff drafted the attached proposal to provide additional clarification and address Council’s concern. If adopted, signs in the INST zone will remain under the same standards as Commercial and Industrial zones, but it will add a new subsection to Article 13.9.F.5, which provides exceptions to those standards to address internally illuminated signs specifically.

Staff recommends approval of the proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9 to address standards for internally illuminated signs in the Institutional District by creating a new subsection to Article 13.9.F.5.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the proposed amendment to Knoxville City Code, Appendix B, Zoning Code, Article 13.9 to address standards for internally illuminated signs in the Institutional District by creating a new subsection to Article 13.9.F.5., by a vote of 14-0.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting  9/10/2020  Published ad on 8/23/2020
Knoxville City Council  10/6/2020  Published ad on 9/18/2020
**FISCAL INFORMATION:** N/A

**ATTACHMENTS:**
- ORD Article 13.9.F.5 (File No. 9-B-20-OA) Illuminated Signs (DOCX)
- 9-B-20-OA_pkg (PDF)

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<td>Andrew Roberto, Second District</td>
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<td>AYES:</td>
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AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE TO AMEND THE KNOXVILLE CITY CODE, APPENDIX B, ZONING CODE, ARTICLE 13.9 BY CREATING A NEW SUBSECTION TO 13.9.F.5 TO ADDRESS STANDARDS FOR INTERNALLY ILLUMINATED SIGNS IN THE INSTITUTIONAL DISTRICT, CITY OF KNOXVILLE, APPLICANT. (FILE NO. 9-B-20-OA)

WHEREAS, Article 13.9 of the City’s Zoning Code sets forth standards for signs permitted in specific districts; and

WHEREAS, during a City Council workshop on July 9, 2020, City Council expressed concern regarding the use of illuminated signs in an Institutional District (INST) when that zone is adjacent to a residentially zoned district; and

WHEREAS, at the request of City Administration, Planning staff and City staff worked to address Council’s concerns and City staff drafted a proposal to provide additional clarification; and

ORDINANCE NO: ________________
REQUESTED BY: Planning Commission
PREPARED BY: Law Department
APPROVED ON 1ST READING: _________________________
APPROVED ON 2ND READING: _________________________
APPROVED AS AN EMERGENCY MEASURE: _________________________
MINUTE BOOK: _______ PAGE ______
WHEREAS, Staff recommends approval of the proposed amendments to Knoxville City Code, Appendix B, Article 13.9 to address standards for internally illuminated signs in the Institutional District by creating a new subsection to Article 13.9.F.5; and

WHEREAS, at its meeting September 10, 2020, the Planning Commission voted to recommend that City Council adopt the ordinance amendment to the Knoxville City Code addressing standards for internally illuminated signs in the Institutional District, as more fully described in the Planning Commission file attached hereto as Exhibit 1; and

WHEREAS, notice of the Planning Commission hearing of the proposed amendment was published in the Knoxville News Sentinel on August 23, 2020 and notice of the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Knoxville City Code, Appendix B, Article 13.9 is hereby amended so as to add a new subsection 13.9.F.5.f which addresses standards for internally illuminated signs in the Institutional District as shown in the attached Collective Exhibit 1.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission File No. 9-B-20-OA, with all appendices including an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020, and public notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.
SECTION 4: This Ordinance shall take effect from and after its passage, the welfare of the City requiring it.

_________________________________
Presiding Officer of the Council

_________________________________
City Recorder

K:\COUNCIL\ORD\MPC\ZONECODE\2020\Article 13.9,F,5 (File No. 9-B-20-OA) Illuminated Signs.docx
MEMORANDUM

Date: August 29, 2020
To: Planning Commission
From: Amy Brooks, AICP, Interim Executive Director
On behalf of: City of Knoxville, Plans Review and Inspections Department
Subject: 9-B-20-OA, Agenda Item 36

Staff Recommendation
Staff recommends approval of the proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9 to address standards for internally illuminated signs in the Institutional District by creating a new subsection to Article 13.9.F.5.

Background
Under the new City Zoning Code, the Institutional (INST) zoning district must follow the same requirements as signs in the Commercial and Industrial zoning districts. During a City Council workshop on July 9, 2020, City Council expressed concern regarding the use of illuminated signs in an INST zone when that zone is adjacent to a residentially zoned district. At the request of City Administration, Planning staff worked with City staff to review and provide a recommendation to address Council’s concerns.

City staff drafted the attached proposal to provide additional clarification and address Council’s concern. If adopted, signs in the INST zone will remain under the same standards as Commercial and Industrial zones, but it will add a new subsection to Article 13.9.F.5, which provides exceptions to those standards to specifically address internally illuminated signs.

If you have any questions, comments, or would like additional information, please feel free to contact me by email at amy.brooks@knoxplannning.org or by phone at 215-4001.

Exhibit 1: City of Knoxville Memo dated August 26, 2020
Exhibit 2: Proposed amendments to Knoxville City Code, Appendix B, Zoning Code, Article 13.9
MEMORANDUM

DATE: August 26, 2020

TO: Planning Commission & City Council

FROM: Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

RE: Signs in the Institutional (INST) Zoning District

Background

Under the new City Zoning Code, which went into effect on January 1, 2020, signs in the Institutional ("INST") zoning district must follow the same requirements as signs in the Commercial and Industrial zoning districts. However, during a City Council workshop on July 9, 2020, City Council expressed concern regarding the use of illuminated signs in an INST zone when that zone is adjacent to a residentially zoned district.

Proposed Amendment

City staff drafted the attached proposal to provide additional clarification, address Council’s concern, and avoid unnecessary barriers to quality development in Knoxville. If adopted, signs in the INST zone will remain under the same standards as Commercial and Industrial zones, but it will add a new subsection to Article 13.9.F.5, which provides exceptions to those standards.

Specifically, signs in the INST zone may be externally illuminated as long as the light source is not visible from a public right-of-way or from an adjacent property. The proposed amendment will prohibit internally illuminated signs as a standard “by right” option in the INST zone regardless of type of zoning district nearby. However, the owner of the property in the INST zone may seek approval for an internally illuminated sign via a master sign plan application, which follows the Special Use Review in Article 16.2.

For the health and safety of the public, the proposal also provides an exception which allows healthcare facilities with an emergency room to have internally illuminated signs as long as those signs are not adjacent to residentially zoned properties. However, such a healthcare facility may seek approval to allow an internally illuminated sign adjacent to a residentially zoned property via the master sign plan application.
Public Process

By requiring all internally illuminated signs to be approved via the master sign application process, the public will be notified in three ways. First, the public will be notified by publication in the Knoxville News Sentinel at least 15 days before the Knoxville-Knox County Planning Commission ("Planning Commission") reviews the item at their normal monthly meeting. Additionally, every property owner within 200 feet of the property will receive notice in the mail at least 12 days before the Planning Commission meeting. Finally, a sign will be posted at the subject property at least 12 days before the Planning Commission meeting. Those who sign up to receive email updates from Knoxville-Knox County Planning will also receive notice of the items on the agenda for the monthly Planning Commission meetings. Members of the public will have an opportunity to speak in favor of, or opposition to, the application at the monthly Knoxville-Knox County Planning Commission meeting.

Recommendation

City staff supports the adoption of the attached proposed amendment.

Sincerely,

[Signature]

Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

Attachments

Proposed language, Article 13.9.F.5.f.
ARTICLE 13 – SIGNS

13.9 - SIGNS PERMITTED IN SPECIFIC DISTRICTS

In addition to signs that may be allowable pursuant to other sections of this Article and this Code, this section delineates the signs allowable in specific districts and the standards for such signs.

A. Agricultural and Open Space Districts: AG, OS, NA

B. Floodplain Overlay Zoning District

C. Historic Overlay Zoning Districts

D. Residential Districts: EN, RN-1, RN-2, RN-3, RN-4, RN-5, RN-6, and RN-7

E. Office Districts: O, OP


1. In the commercial, industrial, and institutional districts, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:
   a. Development directory and project directional signs may be approved as part of a master sign plan.
   b. Attached signs with a total allowed sign area equal to 10% of the wall area of the primary building elevation(s), and such sign area may be used on any elevation of the building.
   c. Detached signs in accordance with the standards described herein, except that standards specified for individual districts control.

2. In the commercial, industrial, and institutional districts, the number of detached signs on a nonresidential parcel or lot are allowed in accordance with the following requirements:
   a. One detached sign is allowed per street frontage, up to a maximum of two per parcel or lot. For these purposes, an adjacent interstate highway is considered a street frontage, even if there is no access to it.
   b. The detached sign that is oriented to the street frontage on which the parcel is addressed is deemed primary and subject to the requirements of this subsection.
   c. Any secondary detached sign on each lot is limited to a monument or column sign with a maximum sign area of 32 square feet and a maximum sign height of eight feet.

3. In the commercial, industrial, and institutional districts, the maximum sign height for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-2: Roadway Type and Maximum Sign Height:
Table 13-2: Roadway Type and Maximum Sign Height

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<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Height</th>
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<tr>
<td>Property within 500 feet of interstate interchange area</td>
<td>35 feet</td>
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<tr>
<td>Property adjacent to interstate right-of-way</td>
<td>30 feet</td>
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<tr>
<td>Property fronting on federally designated highways</td>
<td>20 feet</td>
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<tr>
<td>All other roadway classifications</td>
<td>10 feet</td>
</tr>
</tbody>
</table>

4. In the commercial, industrial, and institutional districts, the maximum sign area for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-3: Roadway Type and Maximum Sign Area:

Table 13-3: Roadway Type and Maximum Sign Area

<table>
<thead>
<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Area</th>
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<tbody>
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<td>200 sf</td>
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<tr>
<td>Property adjacent to interstate right-of-way</td>
<td>200 sf</td>
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<td>Property fronting on federally designated highways</td>
<td>165 sf</td>
</tr>
<tr>
<td>All other roadway classifications</td>
<td>100 sf</td>
</tr>
</tbody>
</table>

5. The following exceptions apply to the above standards:

a. On parcels and lots adjacent to the interstate, a secondary detached sign, if located within 100 feet of the interstate right-of-way and if its sign faces are oriented perpendicular or radial to the interstate right-of-way is subject to the maximum height and sign area requirements for a primary detached sign.

b. On parcels and lots adjacent to any streets or roads that are part of the state scenic highway system, only a monument or column sign is allowed, provided that the maximum sign height for such sign is six feet and the maximum sign area is 36 square feet.

c. In the C-N District, the maximum sign area for detached signs is 50 square feet.
d. In the I-RD District, the maximum sign area for detached signs is 100 square feet and the maximum height is six feet.

e. In a C-G, C-H, C-R, I-RD, and I-G Districts, additional signs may be approved by the Knoxville-Knox County Planning Commission provided that scale drawings indicate the signs will not detract from the character of the development or surrounding development; and that the development plan clearly shows that because of unusual topography, building locations and relationships or developments with multiple structures, additional signs are essential to inform and direct the public.

f. In the INST District, signs cannot be internally illuminated unless approved as part of a master sign plan, but may be externally illuminated provided however that no light source is visible from the public right-of-way or adjacent properties. Healthcare facilities with an emergency room may internally illuminate signs provided however that internally illuminated signs are not permitted adjacent to any residentially zoned properties unless approved as part of a master sign plan.

(Ord. No. O-38-2020, § 1, 2-25-20)
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

**Item No.**

1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

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<th>Ms. Gayle Bustin</th>
<th>Mr. Louis Browning</th>
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<td>Ms. Karyn Adams</td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
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<td>Ms. Sandra Korbelik</td>
<td>Mr. Richard Graf</td>
<td>Ms. Jacquelene Dent</td>
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<td>Mr. Chris Ooten</td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td>Mr. Jeff Roth</td>
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<tr>
<td>Mr. Scott Smith</td>
<td>Mr. Tim Hill</td>
<td>Mr. Eddie Smith</td>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

36. **CITY OF KNOXVILLE**

Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville's Zoning Ordinance to address standards for internally illuminated signs in the Institutional District.

1. **STAFF RECOMMENDATION**

   APPROVE the proposed amendment to Knoxville City Code, Appendix B, Zoning Code, Article 13.9 to address standards for internally illuminated signs in the Institutional District by creating a new subsection to Article 13.9.F.5.

2. **MOTION (S. SMITH) AND SECOND (KORBELIK) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.**

A roll call vote was taken.

**MOTION CARRIED UNANIMOUSLY 14-0. APPROVED**
Dear Planning Commissioners,

The Institutional District is a new zone that was created during the city's Recode process. Districts currently zoned Institutional were created retroactively from properties with other zoning designations under the previous zoning ordinance. Unlike every other district in the city zoning code, the Institutional District does not have its own sign standards. Although this might be effective for the Institutional Districts that were created retroactively, Scenic Knoxville believes specific standards for attached and detached signs should be included in our zoning code to ensure that future Institutional Districts have appropriate signs. In fact, there is no reason not to include specific sign standards for Institutional Districts.

These standards will be particularly important when an Institutional District abuts, or is wholly surrounded by a residential zone, as is often the case. City Council has repeatedly expressed concern in public meetings about inappropriate ground (detached) signs adjacent to residential zones and has sought guidance from the Planning Commission to prevent this from happening. The amendment before you does not address Council's primary concern, which is the size of signs in Institutional Districts.

In the Sign Ordinance that was passed in 2015, sign heights and size (area) in commercial and industrial zones are based on both the zone and the roadway type where the sign is located. We think this is an appropriate model for sign standards in Institutional Zones as well.

Attached is a letter from Community Forum with further explanation as well as tables for specific standards for sign heights and sign areas in Institutional Districts. Scenic Knoxville endorses this letter.

Thank you very much.

Joyce Feld
President
Scenic Knoxville
865-525-4007

--

This message was directed to commission@knoxplanning.org

Institutional signs-7-9-20 draft 2 cc ws - CLEAN.docx
26K
Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Community Forum Comment RE: Agenda Item #36, 9-B-20-OA- RE: Institutional Signs. 9-4-20

1 message

larrys55 via Commission <commission@knoxplanning.org> Fri, Sep 4, 2020 at 1:37 PM

Reply-To: larrys55@aol.com
To: "commission@knoxplanning.org" <commission@knoxplanning.org>, "amy.brooks@knoxplanning.org" <amy.brooks@knoxplanning.org>, "swelch@knoxvilletn.gov" <swelch@knoxvilletn.gov>

To: Knoxville-Knox County Planning Commission
From: Community Forum, Larry Silverstein, Chairperson
Re: Agenda Item # 36- 9-B-20-OA --Proposed Amendment to the Knoxville City Zoning Ordinance, Article 13.9-- Institutional signs regulations
Date: September 4, 2020

Dear Commissioners:

On July 9, 2020, the Knoxville City Council discussed this issue regarding Institutional Signs at a workshop. On July 6, 2020, Community Forum sent a letter to City Council regarding this issue. That letter is Attached for your consideration of this issue, as our position in July remains the same now.

However, we continue to ask why the Institutional District, which did not exist prior to the adoption of the new Zoning Ordinance, requires signs appropriate for the Commercial and Industrial districts in Article 13.9. The Institutional District, Article 8.2, does NOT allow any commercial uses, no shops, stores, restaurants, bars, gas stations, etc., and no industrial uses.

City Council decided to send this matter back to Knoxville-Knox County Planning to specifically consider material proposed by Scenic Knoxville. That material, proposed by Scenic Knoxville, was included in Community Forum's July 6, 2020, letter to City Council.

Therefore, we ask that you please specifically consider the material proposed by Scenic Knoxville which was included in Community Forum's letter to City Council (See Page 5.) in order for City Council to act on this issue in the near future. Further, to be precise, we ask that you please specifically consider all sign standards for the Institutional District, not just standards for internally illuminated signs in the Institutional District.

Sincerely,
Larry Silverstein, Chairperson, Community Forum
7808 Sheffield Dr.
Knoxville, TN 37909
693-1256
Larrys55@aol.com

--

This message was directed to commission@knoxplanning.org

Community Forum letter to City Council re signs in institutional district 7-4-20 (2).docx

24K
MEMO

TO: Knoxville City Council
FROM: Community Forum, Larry Silverstein, Chairperson
DATE: July 6, 2020
RE: July 9, 2020, City Council Workshop, regarding Signs in Institutional Zoning Districts.

There is a problem with the existing sign regulations established for the Institutional District in the Zoning Ordinance.

The Commercial and Industrial sign regulations were applied to the Institutional District. These regulations are inappropriate for the purpose, uses and settings of the Institutional District. The Institutional District does not allow Commercial or Industrial uses such as stores, restaurants, hair salons, gas stations, warehouses, etc. The Institutional District does allow public and private offices and schools, hospitals, and social service facilities including treatment facilities and domestic violence shelters.

The sign regulations for Commercial and Industrial Districts were applied to the Institutional District in the final public draft (Draft 5) of Recode. This problem was identified and publicly acknowledged by City Council when Recode was adopted in August, 2019. At that time, City Council stated that this issue would be dealt with prior to the January 1, 2020, effective date of Recode.

Request: Please amend the sign regulations for the Institutional District by deleting Institutional District from the Knoxville Zoning Ordinance, Article 13, Sec. 13.9, F., and adopting the Institutional Sign regulations proposed by Scenic Knoxville. A copy of the Scenic Knoxville proposal is included below, for your convenience.

Also, amendments to the sign regulations regarding Attached Signs for Healthcare Facilities in the Office Park District (O-P), have been approved by the Planning Commission and will soon be on Council's agenda for consideration. In light of
this, we also request that the proposed Attached Sign regulations for Healthcare Facilities in the O-P District be considered for inclusion in the Institutional District.

**Rationale:** The "Purpose Statement" of the Institutional District, Article 8, Sec. 8.2 A, copied below, and the Use Matrix, Article 9, make clear the fact that the district is **not** intended to be commercial or industrial:

"Purpose Statement

The INST Institutional District is intended to accommodate federal, state, county, and municipal governmental operations (with the exception of those operations that are industrial in nature), and campus institutional uses such as healthcare institutions and educational facilities, to allow for their expansion in a manner that protects surrounding neighborhoods. Areas zoned Institutional shall have a minimum size of five contiguous acres. The area designated as an Institutional District may be composed of lots of various sizes, with a minimum lot size of 20,000 SF, but the total area shall contain a minimum of five contiguous acres. Additional uses may also be permitted, such as residential, and professional office or business uses that are compatible with the character of the district."

The Use Matrix, Article 9, clearly shows that commercial uses such as Retail Goods Establishments, Eating and Drinking Establishments, Personal Service Establishments, Gas Stations, Vehicle Repair, etc., and Industrial Districts are **not allowed** in the Institutional District.

**The uses that are permitted** in the Institutional District can be described as public and private office, educational, and social service facilities, including Domestic Violence Shelters and treatment facilities.

Also note that the Institutional District is grouped in the category of "Special Purpose and Overlay District" (Article 8). The Institutional District is **not** grouped in the category of "Commercial and Office Districts" (Article 5), and is **not** grouped in "Industrial Districts" (Article 6).

It is very important to be aware of the following:

- The Institutional District did not exist prior to Recode, **Draft 2, July 2018.** (Article 7.2)
• All of the locations presently zoned Institutional District were selected by the Planning Commission staff. Many of these locations had previously been zoned Residential and Office.

• A study of the effect of Commercial and Industrial Sign regulations on the Institutional District was conducted by the Planning Commission staff. The study was incomplete and flawed. The study only looked at the effects of Commercial and Industrial signs on the existing, Planning Commission staff-selected Institutional Districts.

The study did not consider the effect of Commercial and Industrial signs on locations in our city that might be appropriately rezoned to Institutional in the future. The Institutional District can be requested in a rezoning application initiated by any property owner. The study failed to take into account that there would be additional Institutional District locations in the future.

Also, the study only considered Detached Signs. It did not consider Attached Signs.

• It has been suggested that the sign regulations for the Institutional District are not important because many of the uses in the Institutional District are government facilities and, therefore, are not required to follow the Knoxville Sign regulations. This includes public schools and government offices. That argument is not persuasive. Many private schools are zoned Institutional District. For instance, St. Joseph's School on Cedar Lane is zoned Institutional. The school was zoned residential prior to Recode and is located in the middle of a totally residential area. Internally illuminated Pole Signs and Attached Signs are inappropriate for the area. Also, private offices are a permitted use in the Institutional District, and would be regulated by the Knoxville Sign Ordinance.

• It has been said that the Institutional District five-acre minimum "area" makes larger, commercial signs reasonable. That argument fails because the Zoning Ordinance regulates signs by "lot", not by "area."
Although the Purpose Statement of the Institutional Districts requires a minimum "area" size of five contiguous acres in order to be zoned Institutional, the required minimum lot size is 20,000 square feet, roughly one-half acre, in the Institutional District. (Article 8, Sec. 8.2, Table 8-2). Therefore, each five-acre tract can have 10 lots. Signs are regulated by lot, not by "area." Each lot can have the full number of permitted signs, allowing 10 Pole Signs on any street with a five-acre Institutional District.

- The regulations for Attached and Detached signs in Commercial and Industrial Districts differ greatly from the Office District sign regulations.

The total sign area of Attached Signs in the Commercial and Industrial Districts is twice the total sign area of Attached Signs in the Office Districts. Commercial and Industrial District Attached Signs can be internally illuminated. Office District Attached Signs can be externally illuminated.

Detached Signs for Commercial and Industrial Districts include Pole Signs whose area, height and number are tied to Roadway Type. Detached Signs in the Office Districts include Monument and Column Signs and are not tied to Roadway Type.

- Due to the Tennessee State Law on "grandfathering", any sign that is legally erected, regardless of how inappropriate for the setting, may well remain forever, long after a business closes, or the sign laws have been changed.

**Conclusion:** Based on these important factors, we believe the application of Commercial and Industrial sign regulations to the Institutional District is inappropriate. Therefore, we request that the Zoning Ordinance Article 13, Section 13.9 F be amended, and that the Zoning Ordinance be amended to adopt the regulations proposed by Scenic Knoxville.

Thank you for your consideration.

Sincerely,

Larry Silverstein, Chairperson, Community Forum
Institutional District Signs Standards

(Re-number/letter F or G??)

Institutional Districts: INST

1. In the Institutional district, the following signs on a nonresidential parcel or lot are allowed, subject to the following dimensional requirements:
   a. Development directory and project directional signs may be approved as part of a master sign plan. A master sign plan is required for any Institutional district with an area of 5 acres or greater.
   b. Attached signs with a total allowed sign area not to exceed 5% of the wall area of the primary building elevation(s), provided that the sign area may be used on any elevation of the building that does not face an adjacent residential district and that no individual sign may exceed 24 square feet in area. Such signs cannot be internally illuminated, but may be externally illuminated provided that no light source is visible from the public right-of-way or adjacent properties. Hospitals with an emergency room may internally illuminate signs upon approval of a master sign plan.
   c. Detached signs in accordance with the standards described herein.

2. In the institutional district, the number of detached signs on a nonresidential parcel or lot are allowed in accordance with the following requirements:
   a. In the institution district, detached signs are limited to monument and column signs, except on property within 500 feet of interstate interchange areas, property fronting on interstate right-of-way, and property fronting on federally designated highways.
   b. One detached sign is allowed per street frontage, up to a maximum of two per parcel or lot. For these purposes, an adjacent interstate highway is considered a street frontage, even if there is no access to it.
   c. The detached sign that is oriented to the street frontage on which the parcel is addressed is deemed primary and subject to the requirements of this subsection.
d. Any secondary detached sign on each lot is limited to a monument or column sign with a maximum sign area of 30 square feet and a maximum sign height of six feet.

(Provided New Numbers for Institutional District Tables--13-4, 13-5??)

3. In the institutional districts, the maximum sign height for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-2: Roadway Type and Maximum Sign Height:

<table>
<thead>
<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property within 500 feet of interstate interchange area</td>
<td>15 feet</td>
</tr>
<tr>
<td>Property adjacent to interstate right-of-way</td>
<td>15 feet</td>
</tr>
<tr>
<td>Property fronting on federally designated highways</td>
<td>10 feet</td>
</tr>
<tr>
<td>All other roadway classifications</td>
<td>6 feet</td>
</tr>
</tbody>
</table>

4. In the institutional districts, the maximum sign area for primary detached signs is based upon the classification of the road or road adjacent to the property upon which the primary detached sign is located, as indicated in Table 13-3: Roadway Type and Maximum Sign Area:

<table>
<thead>
<tr>
<th>Roadway Type</th>
<th>Maximum Allowable Sign Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property within 500 feet of interstate interchange area</td>
<td>65 sf</td>
</tr>
<tr>
<td>Property adjacent to interstate right-of-way</td>
<td>65 sf</td>
</tr>
<tr>
<td>Property fronting on federally designated highways</td>
<td>50 sf</td>
</tr>
<tr>
<td>All other roadway classifications</td>
<td>36 sf</td>
</tr>
</tbody>
</table>

5. The following exceptions apply to the above standards:

a. On parcels and lots adjacent to the interstate, a secondary detached sign, if located within 100 feet of the interstate right-of-way and if its sign faces are oriented perpendicular or radial to the interstate right-of-way is subject to the maximum height and sign area requirements for a primary detached sign.
b. On parcels and lots adjacent to any streets or roads that are part of the state scenic highway system, only a monument or column sign is allowed, provided that the maximum sign height for such sign is six feet and the maximum sign area is 36 feet.
KNOX CTY METRO PLANN  
400 W MAIN ST # 403  
KNOXVILLE TN 37902-242

<table>
<thead>
<tr>
<th>Account</th>
<th>AD#</th>
<th>Net Amount</th>
<th>Tax Amount</th>
<th>Total Amount</th>
<th>Payment Method</th>
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<th>Amount Due</th>
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Sales Rep: asathisarg  
Order Taker: asathisarg  
Order Created: 09/14/2020

<table>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>KNS-Knoxville News Sentinel</td>
<td>1</td>
<td>09/18/2020</td>
<td>09/18/2020</td>
</tr>
</tbody>
</table>

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knox-ville, TN. For information related to these items, visit KnoxPlanning.org/opened. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 Virus, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Zoning

Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 14.3.1, 14.1, 14.2, and 16.2 to address transition rules associated with previously approved planned districts. Planning Commission Recommendation: Approve amendments.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to address standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9.1 to add preschool/Kindergarten as a special use in the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.
AGENDA SUMMARY  A Resolution granting a pension of $1,621.25 per month to Cherly L. Harper, alternate payee of Michael A. Harper, an employee of the Knoxville Police Department.

COUNCIL DISTRICT(S) AFFECTED

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

Approved by Pension Board on September 10, 2020.

FISCAL INFORMATION

ATTACHMENTS:

- Resolution- Cherly Harper, QDRO alternate payee of Michael Harper  (DOC)
- CHarper C  (DOC)
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Andrew Roberto, Second District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
</tbody>
</table>
RESOLUTION

RESOLUTION NO: ___R-280-2020____

REQUESTED BY: Pension Board

PREPARED BY: Law

APPROVED: _____ 10-6-2020

APPROVED AS AN EMERGENCY

MEASURE: _________________________

MINUTE BOOK: ___84___ PAGE _____

WHEREAS, Michael A. Harper is an employee of the Knoxville Police Department and a Member of the City of Knoxville Employees’ Pension System; and

WHEREAS, Cherly L. Harper is an alternate payee entitled to a portion of Michael A. Harper’s pension pursuant to a Qualified Domestic Relations Order entered by the Chancery Court for Knox County, Tennessee, the Pension Board Qualified Domestic Relations Order procedures, and Section 1356 of the Charter of the City of Knoxville, which benefit may become payable following the Member’s earliest retirement date; and
WHEREAS, immediately following the entry of the Qualified Domestic Relations Order, Cherly L. Harper made application to begin drawing her portion of benefits, since Michael A. Harper has reached his earliest retirement date, and the Pension Board has recommended that she be granted a pension.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: Cherly L. Harper is granted a pension of $1,621.25 per month, effective September 1, 2020, the same to be paid out of the City Employees’ Pension Fund in accordance with Section 1356 of the Charter of the City of Knoxville and shall be subject to all requirements and conditions contained in said Charter.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________
Presiding Officer of the Council

__________________________
Recorder
NAME: Cherly L. Harper
DIVISION: Police Dept - Uniformed
TYPE OF RETIREMENT: QDRO Alternative Payee of Michael A Harper
PENSION PLAN: C
CHARTER SECTION: 1356
CREDITED SERVICE TIME: See below
MONTHLY BENEFIT: $1,621.25
EFFECTIVE DATE: September 1, 2020

Michael A Harper continues to be an active member of plan C but was eligible to retire 5/1/2019. The Pension Board Qualified Domestic Relation Order ("QDRO") procedures allow the alternate payee to begin drawing their portion of the separate interest QDRO at the earliest date the member was eligible to retire once the QDRO is approved. Since QDRO was finalized and filed in August 2020 the alternate payee benefit is eligible to begin September 1, 2020 and no retroactive payments are due.

PENSION BOARD APPROVAL DATE: September 10, 2020
AGENDA SUMMARY  A Resolution granting a pension of $1,307.35 per month to David H. Bokenkamp, an employee of the Knoxville General Government.

COUNCIL DISTRICT(S) AFFECTED

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

Approved by Pension Board on September 10, 2020.

FISCAL INFORMATION

ATTACHMENTS:

- Resolution - David H. Bokenkamp - Gen. Gov.  (DOC)
- DBokenkamp G2  (DOC)
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Gwen McKenzie, Vice-Mayor, Sixth District |
| SECONDER: | Andrew Roberto, Second District |
| AYES: | Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas |
WHEREAS, David H. Bokenkamp, born August 14, 1958, now 62 years of age, has been employed by the Knoxville General Government with 19 years, 8 month, 6 days credited service, and is entitled to a pension from the City Employees’ Pension Fund; and

WHEREAS, David H. Bokenkamp made application for retirement benefits payable in accordance with Section 1360.12 of the Charter of the City of Knoxville; and

WHEREAS, the Pension Board has recommended that David H. Bokenkamp be granted a pension.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: David H. Bokenkamp is granted a pension of $1,307.35 per month, effective September 1, 2020, the same to be paid out of the City Employees’ Pension Fund in accordance with Section 1360.12 of the Charter of the City of Knoxville and shall be subject to all requirements and conditions contained in said Charter.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________
Presiding Officer of the Council

Recorder
CITY COUNCIL FORM

<table>
<thead>
<tr>
<th>NAME:</th>
<th>DAVID H. BOKENKAMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF BIRTH:</td>
<td>August 14, 1958</td>
</tr>
<tr>
<td>AGE:</td>
<td>62</td>
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<td>DIVISION:</td>
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<td>TYPE OF RETIREMENT:</td>
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<td>CREDITED SERVICE TIME:</td>
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<td>MONTHLY BENEFIT:</td>
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<td>EFFECTIVE DATE:</td>
<td>September 1, 2020</td>
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PENSION BOARD APPROVAL DATE: September 10, 2020
AGENDA SUMMARY A Resolution granting a pension of $2,212.54 per month to James D. Trentham, an employee of the Knoxville General Government.

COUNCIL DISTRICT(S) AFFECTED

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

Approved by Pension Board on September 10, 2020.

FISCAL INFORMATION

ATTACHMENTS:

- Resolution - James D. Trentham - Gen. Gov. (DOC)
- JTrentham G2 (DOC)
RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
WHEREAS, James D. Trentham, born February 10, 1968, now 52 years of age, has been employed by the Knoxville General Government with 31 years, 8 month, 13 days credited service, and is entitled to a pension from the City Employees’ Pension Fund; and

WHEREAS, James D. Trentham made application for retirement benefits payable in accordance with Section 1360.12 of the Charter of the City of Knoxville; and

WHEREAS, the Pension Board has recommended that James D. Trentham be granted a pension.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: James D. Trentham is granted a pension of $2,212.54 per month, effective September 1, 2020, the same to be paid out of the City Employees’ Pension Fund in accordance with Section 1360.12 of the Charter of the City of Knoxville and shall be subject to all requirements and conditions contained in said Charter.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

________________________________________
Presiding Officer of the Council

________________________________________
Recorder
<table>
<thead>
<tr>
<th><strong>NAME:</strong></th>
<th>JAMES D. TRENTHAM</th>
</tr>
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<tbody>
<tr>
<td><strong>DATE OF BIRTH:</strong></td>
<td>February 10, 1968</td>
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<td><strong>AGE:</strong></td>
<td>52</td>
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<td><strong>DIVISION:</strong></td>
<td>General Government</td>
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<tr>
<td><strong>TYPE OF RETIREMENT:</strong></td>
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<td><strong>PENSION PLAN:</strong></td>
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<td><strong>CHARTER SECTION:</strong></td>
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<tr>
<td><strong>CREDITED SERVICE TIME:</strong></td>
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<td><strong>MONTHLY BENEFIT:</strong></td>
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<td><strong>EFFECTIVE DATE:</strong></td>
<td>September 1, 2020</td>
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</table>

**PENSION BOARD APPROVAL DATE:** September 10, 2020
AGENDA SUMMARY  A Resolution granting a pension of $1,115.53 per month to Joseph C. Waterson, an employee of the Knoxville General Government.

COUNCIL DISTRICT(S) AFFECTED

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

Approved by Pension Board on September 10, 2020.

FISCAL INFORMATION

ATTACHMENTS:
- Resolution - Joseph C. Waterson - Gen. Gov.  (DOC)
- JWaterson G2      (DOC)
RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION

RESOLUTION NO: ___R-283-2020___

REQUESTED BY: Pension Board

PREPARED BY: Law

APPROVED: 10-6-2020

APPROVED AS AN EMERGENCY MEASURE: _________________________

MINUTE BOOK: ___84___ PAGE _____

WHEREAS, Joseph C. Waterson, born July 30, 1956, now 64 years of age, has been employed by the Knoxville General Government with 25 years, 6 month, 2 days credited service, and is entitled to a pension from the City Employees’ Pension Fund; and

WHEREAS, Joseph C. Waterson made application for retirement benefits payable in accordance with Section 1360.12 of the Charter of the City of Knoxville; and

WHEREAS, the Pension Board has recommended that Joseph C. Waterson be granted a pension.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF KNOXVILLE:

SECTION 1: Joseph C. Waterson is granted a pension of $1,115.53 per month, effective September 1, 2020, the same to be paid out of the City Employees’ Pension Fund in accordance with Section 1360.12 of the Charter of the City of Knoxville and shall be subject to all requirements and conditions contained in said Charter.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________
Presiding Officer of the Council

__________________________
Recorder
CITY COUNCIL FORM

<table>
<thead>
<tr>
<th>NAME:</th>
<th>JOSEPH C. WATERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF BIRTH:</td>
<td>July 30, 1956</td>
</tr>
<tr>
<td>AGE:</td>
<td>64</td>
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<tr>
<td>DIVISION:</td>
<td>General Government</td>
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<tr>
<td>TYPE OF RETIREMENT:</td>
<td>DROP</td>
</tr>
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<td>PENSION PLAN:</td>
<td>G2</td>
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<tr>
<td>CHARTER SECTION:</td>
<td>1360.12</td>
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<tr>
<td>CREDITED SERVICE TIME:</td>
<td>25 years 6 months 2 days</td>
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<tr>
<td>MONTHLY BENEFIT:</td>
<td>$1,115.53</td>
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<td>EFFECTIVE DATE:</td>
<td>September 1, 2020</td>
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</tbody>
</table>

PENSION BOARD APPROVAL DATE: September 10, 2020
AGENDA SUMMARY  A Resolution granting a pension of $1,723.41 per month to Janice T. Woodard, an employee of the Knoxville General Government.

COUNCIL DISTRICT(S) AFFECTED

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

Approved by Pension Board on September 10, 2020.

FISCAL INFORMATION

ATTACHMENTS:
- Resolution - Janice T. Woodard - Gen. Gov. (DOC)
- JWoodard G2 (DOC)
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
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<tr>
<td>SECONDER:</td>
<td>Andrew Roberto, Second District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
</tbody>
</table>
WHEREAS, Janice T. Woodard, born March 9, 1954, now 66 years of age, has been employed by the Knoxville General Government with 21 years, 11 month, 15 days credited service, and is entitled to a pension from the City Employees’ Pension Fund; and

WHEREAS, Janice T. Woodard made application for retirement benefits payable in accordance with Section 1360.12 of the Charter of the City of Knoxville; and

WHEREAS, the Pension Board has recommended that Janice T. Woodard be granted a pension.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF
THE CITY OF KNOXVILLE:

SECTION 1: Janice T. Woodard is granted a pension of $1,723.41 per month, effective September 1, 2020, the same to be paid out of the City Employees’ Pension Fund in accordance with Section 1360.12 of the Charter of the City of Knoxville and shall be subject to all requirements and conditions contained in said Charter.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________________
Presiding Officer of the Council

_______________________
Recorder
CITY COUNCIL FORM

<table>
<thead>
<tr>
<th>NAME:</th>
<th>JANICE T. WOODARD</th>
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</thead>
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<td>DATE OF BIRTH:</td>
<td>March 9, 1954</td>
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<td>AGE:</td>
<td>66</td>
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<td>DIVISION:</td>
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<td>TYPE OF RETIREMENT:</td>
<td>DROP</td>
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<td>PENSION PLAN:</td>
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<tr>
<td>CHARTER SECTION:</td>
<td>1360.12</td>
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<tr>
<td>CREDITED SERVICE TIME:</td>
<td>21 years 11 months 15 days</td>
</tr>
<tr>
<td>MONTHLY BENEFIT:</td>
<td>$1,723.41</td>
</tr>
<tr>
<td>EFFECTIVE DATE:</td>
<td>September 1, 2020</td>
</tr>
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</table>

PENSION BOARD APPROVAL DATE: September 10, 2020
AGENDA SUMMARY: An Emergency Ordinance of the Council of the City of Knoxville appropriating the sum of $2,000.00 from the Community Improvement (202) Fund and donating same to Chance House of East Tennessee to be utilized toward the "From Chains to Change" program.

COUNCIL DISTRICT(S) AFFECTED:
Vice Mayor McKenzie and Councilmembers Smith, Roberto, Rider, Thomas, and Testerman

BACKGROUND

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

FISCAL INFORMATION

ATTACHMENTS:
- Chance House of East TN 10-6-2020 (DOC)
RESULT: APPROVED, EMERGENCY [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Andrew Roberto, Second District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
ORDINANCE

AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE
APPROPRIATING THE SUM OF $2,000.00 FROM THE COMMUNITY IMPROVEMENT
(202) FUND AND DONATING SAME TO CHANCE HOUSE OF EAST TENNESSEE TO BE
UTILIZED TOWARD THE "FROM CHAINS TO CHANGE" PROGRAM.

ORDINANCE NO: ___O-145-2020___

REQUESTED BY: Vice Mayor McKenzie and Councilmembers Smith, Roberto,
Rider, Thomas, and Testerman
PREPARED BY: Council

APPROVED ON 1ST READING: ________________________
APPROVED ON 2ND READING: ________________________
APPROVED AS AN EMERGENCY MEASURE: _____ 10-6-2020

MINUTE BOOK: ___ 84 ___ PAGE ______

WHEREAS, Chance House of East Tennessee operates as a 501(c)3 non-profit house
for veteran and non-veteran women released from incarceration or on parole/probation from
drug related charges; and

WHEREAS, Chance House of East Tennessee sponsors the “From Chains to Change”
program, a transitional program that includes a safe recovery living environment, life skill classes,
and parent and child reunification assistance; and

WHEREAS, the organization is requesting financial sponsorship toward ongoing
expenses involved with the “From Chains to Change” program; and
WHEREAS, Council is of the opinion that said project is worthy and worthwhile of Council’s financial support; and

WHEREAS, there exists within that portion of the Community Improvement (202) Fund available for use upon motion of the councilmembers representing the First (Tommy Smith-$250), Second (Andrew Roberto-$250), Fourth (Lauren Rider-$450), Fifth (Charles Thomas-$350), and Sixth (Gwen McKenzie-$450) Council Districts and the At-Large Councilmanic accounts currently represented by Janet Testerman ($250) the sum of TWO THOUSAND DOLLARS ($2,000.00) which sum may be donated to Chance House of East Tennessee as financial assistance toward the “From Chains to Change” program, and Council is of the opinion that the funds should be so utilized; and

WHEREAS, an emergency exists in that it is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect immediately upon its passage.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: There is hereby appropriated from that portion of the Community Improvement (202) Fund available for use upon motion of the councilmembers representing the First (Tommy Smith-$250), Second (Andrew Roberto-$250), Fourth (Lauren Rider-$450), Fifth (Charles Thomas-$350), and Sixth (Gwen McKenzie-$450) Council Districts and the At-Large Councilmanic accounts currently represented by Janet Testerman ($250) the sum of TWO
THOUSAND DOLLARS ($2,000.00) and said sum is hereby donated to Chance House of East Tennessee to be utilized as previously described.

SECTION 2: An emergency is declared to exist in that it is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect immediately upon its passage.

_________________________________
Presiding Officer of the Council

_________________________________
City Recorder
AGENDA SUMMARY
An Ordinance appropriating the sum of $15,000.00 from the Community Empowerment Budget and donating same to Socially Equal Energy Efficient Development (SEEED) to continue environmental literacy education and job training for underserved communities.

COUNCIL DISTRICT(S) AFFECTED
All

BACKGROUND
SEEED continues to create pathways out of poverty for young adults through career readiness training and equipping communities with environmental literacy skills. The City of Knoxville previously partnered with SEEED to provide valuable information regarding a Tennessee Valley Authority (TVA) funded program to provide energy upgrades that improve the quality, comfort and affordability of Knoxville homes through energy efficiency to underserved communities- using at-risk youth. SEEED’s work was instrumental in increasing awareness and participation in the Knoxville Extreme Energy Makeover (KEEM) program. A second partnership with SEEED to develop and implement a survey and neighborhood canvassing strategy identified job needs in East Knoxville utilizing a staff of at-risk youth. In addition, SEEED’s career readiness activities are important for youth who have little exposure to careers or who are unfamiliar with the workplace. SEEED will use the funds to continue environmental literacy education and job training for underserved communities.

OPTIONS
Approve or deny

RECOMMENDATION
Approve

ESTIMATED PROJECT SCHEDULE
August - December 2020

Program Director $4268
Classroom supplies 1000
Events (Allied Parties, Graduation)  232
Food  0
Transportation  0
Stipends  5000
Certifications  4500
Total  $15,000

PRIOR ACTION/REVIEW
N/A

FISCAL INFORMATION
$15,000 to be funded from 11116.100.8950.0811 Community Empowerment Department and administered by Community Empowerment Department Staff.

ATTACHMENTS:
- ordinance, Community Empowerment, SEEED  (DOC)
- Microsoft Word - SEEED June 2019 city final year report  (PDF)

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Janet Testerman, At-Large Seat B
SECONDER:  Gwen McKenzie, Vice-Mayor, Sixth District
AYES:  Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:
09/22/20  City Council  APPROVED ON FIRST READING
Next:  10/06/20

Vice-Mayor McKenzie moved to approve the ordinance, and Council Member Smith seconded the motion.

Discussion:
Council Member Smith

On unanimous roll-call vote, the motion to approve the ordinance carried.
AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE APPROPRIATING THE SUM OF $15,000.00 FROM THE COMMUNITY EMPOWERMENT BUDGET AND DONATING SAME TO SOCIALLY EQUAL ENERGY EFFICIENT DEVELOPMENT (SEEED) TO CONTINUE ENVIRONMENTAL LITERACY EDUCATION AND JOB TRAINING FOR UNDERSERVED COMMUNITIES.

ORDINANCE NO: O-146-2020
REQUESTED BY: Community Empowerment
PREPARED BY: Law Dept.
APPROVED ON 1ST READING: 9-22-2020
APPROVED ON 2ND READING: 10-6-2020
APPROVED AS AN EMERGENCY MEASURE: ________________
MINUTE BOOK: 84 PAGE ______

WHEREAS, Socially Equal Energy Efficient Development (SEEED) is a non-profit organization with a mission to create pathways out of poverty for young adults through career readiness training while equipping communities with environmental literacy skills; and

WHEREAS, funds are available from the Community Empowerment budget and the Office of Community Empowerment desires to donate $15,000.00 to SEEED to continue environmental literacy education and job training for underserved communities.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: There is hereby appropriated from the funds budgeted for the Office of Community Empowerment, the amount of $15,000.00 and said sum is hereby donated to SEEED to allow it to continue its programs to provide career readiness training and equip communities with environmental literacy skills.

SECTION 2: This Ordinance shall take effect immediately upon its passage, the public welfare requiring it.

________________________________
Presiding Officer of the Council

________________________________
Recorder
Final SEEED Report for 2018/2019 Community Agency Grant Funding from the City of Knoxville

SEEED received a total of $20,000 for FY 2018/2019 (July 2018 through June 2019)

Objectives Accomplished

Staff Hiring

We promoted one of our Community Engagement Specialists to Program Director on Sept. 1. Unfortunately, this Program Director was terminated October 2. Treasure Hightower was appointed as Interim Program Director on October 2. She will serve half time as Program Director and half time as Community Engagement Director. Ida Miles, a graduate of the Community Engagement Boot Camp will serve as her assistant, Community Engagement Manager. The search committee for Program Director met and recommended hiring Treasure Hightower as full-time Program Director. She was hired officially on Dec. 1. She was a graduate of our Career Readiness Program two years ago. We are very excited for her promotion. We have hired an assistant Program Director, John Floersch, in March.

Program and Demographics

Fall 2018 Boot Camp: 4 new students were enrolled in Boot Camp, all 4 graduated from the program successfully. 2 students hired as Community Engagement Specialists.
Feb 2019 CRP: 13 enrolled, 7 showed on first day, 7 graduated. These 7 received Boot Camp training in addition to the regular Career Readiness Program training. All 7 were hired by either SEEED, or through the Blount County Workforce Development program. One of these students is taking a GED course and one obtained a second job, while still working as a CE specialist. Note: I am recounting the 2 students from the Fall Boot Camp as they re-enrolled in this session to receive the additional CRP training they did not get in the previous boot camp.
June 2019 CRP: 10 enrolled, 6 showed up on first day, 6 graduated. 5 hired as CE Specialists.

Demographics total for fall 2018/2019: 12 Female 5 Male, 1 White 16 Black, Ages 18-32, 1 disabled, 7 have children.

Outcomes

- # of CE Specialists recruited and trained: 18, 11 currently working for SEEED
- # of instructors recruited and trained: 5
- # of CRP applicants recruited through CE: 23
  # of students who enter program: 13
  # of items completed in IDP within time frame of program: 15 (34% of goals completed by end of class).
- # of students completing Individual Development Plan (IDP): 2 by last day of class (those students who were hired as CE Specialists are continuing their IDP and are being mentored)
- # of students completing program: 13
- # of students who obtain a job or registering for college/technical school/GED program: 12
- # of Social Services Roadmap Workshop attendees recruited through CE: 2
- 700 surveys completed of Knoxville’s low income neighborhoods
- First Community Conversations held June 20 with 75 attending

### Program Expenses

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<td><strong>Total</strong></td>
<td><strong>$12,513</strong></td>
<td><strong>$27,341</strong></td>
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AGENDA SUMMARY: An Ordinance to rezone property located at 1549 and 1541 North Sixth Avenue, from C-N (Neighborhood Commercial) District to I-G (General Industrial) District, Thomas Gray Brandon, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 8-M-20-RZ) (Fourth District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 4.

BACKGROUND: The applicant requested rezoning from C-N (Neighborhood Commercial) District zoning to I-G (General Industrial) District zoning. This property was zoned I-3 (General Industrial District) before adoption of the new zoning ordinance and map took effect on January 1, 2020. The applicant is seeking I-G (General Industrial) District zoning as a comparable zone to the previous zoning before adoption of the new zoning ordinance and map. Knoxville-Knox County Planning Staff recommends approval of I-G (General Industrial) District zoning because it is consistent with the Central City Sector Plan’s MUCC4 (Mixed Use-Special District, Magnolia Gateways) designation and with surrounding development in the immediate vicinity.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of I-G (General Industrial) District zoning because it is consistent with the Central City Sector Plan’s MUCC4 (Mixed Use-Special District, Magnolia Gateways) designation and with surrounding development in the immediate vicinity, by a vote of 14-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 8/13/2020 Published ad on 7/11/2020
Knoxville City Council 9/8/2020 Published ad on 8/21/2020

FISCAL INFORMATION: N/A

ATTACHMENTS:

- ORD - Thomas Gray Brandon (File No. 8-M-20-RZ) (DOCX)
- 8-M-20-RZ_pkg (PDF)
RESULT: APPROVED [UNANIMOUS]  
MOVER: Lauren Rider, Fourth District  
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District  
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:  
09/08/20 City Council APPROVED ON FIRST READING
Next: 09/22/20

Council Member Rider moved to approve the ordinance, and Council Member Smith seconded the motion.

Discussion:
Council Members Rider and Parker, David Brace, Chief Operating Officer and Deputy to the Mayor; and Ms. Brooks

On unanimous roll-call vote, the motion to approve the ordinance carried with Council Member Thomas abstaining from the vote.

09/22/20 City Council POSTPONED
Next: 10/06/20

Council Member Rider moved to postpone the ordinance for two weeks, and Council Member Singh seconded the motion.

Discussion:
Council Members Rider and Parker, Mayor Kincannon, and Council Member Thomas

On unanimous roll-call vote, the motion to postpone the matter carried.

Council Member Thomas had returned to the meeting and was present for the vote in this matter.

(A discussion relevant to this matter occurred earlier in the meeting - see Ordinance 9-d.)
WHEREAS, John F. Lyle, acting on behalf of Thomas Gray Brandon, filed Application No. 8-M-20-RZ with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have property located at 1549 and 1541 North Sixth Avenue rezoned from C-N (Neighborhood Commercial) District to I-G (General Industrial) District; and

WHEREAS, at its August 13, 2020 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on July 11, 2020, and public notice for the City Council meeting on September 8, 2020 was published in the Knoxville News Sentinel on August 21, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: That “The City of Knoxville Zoning Code,” being Ordinance No. O-107-2019, be and the same is hereby amended, so as to change the classification of property described as being located at 1549 and 1541 North Sixth Avenue, Parcel IDs 82 ID 001 and 82 ID 002 respectively, Fourth District, Central City Sector, from C-N (Neighborhood Commercial) District to I-G (General Industrial) District.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission Rezoning Report including all appendices; a portion of the Zoning Map on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of August 13, 2020; the Development Request for Rezoning; and Public Notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 4: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

_____________________________
Presiding Officer of the Council

Recorder

K:\COUNCIL\ORD\MPC\REZONE\2020\Thomas Gray Brandon (File No. 8-M-20-RZ).docx
ZONING REQUESTED: I-G (General Industrial)

EXISTING LAND USE: Transportation/communications/utilities designation; currently used for trailer storage

EXTENSION OF ZONE: No

HISTORY OF ZONING: None noted for this property, but a request to amend the One Year Plan from LI (Light Industrial) to MDR (Medium Density Residential) was denied in 2006 (Case # 7-C-06-PA)

SURROUNDING LAND USE AND ZONING:
- North: Commercial - CN (Neighborhood Commercial)
- South: Public-quasi public land - OS (Open Space)
- East: Commercial - CN (Neighborhood Commercial)
- West: Public Parks - OS (Open Space) and F (Floodway Overlay)

NEIGHBORHOOD CONTEXT: This section of Sixth Avenue has developed with businesses under the previous I-3 zoning. The Fourth and Gill Historic District is beyond the creek to the west.

STAFF RECOMMENDATION:
Approve I-G (General Industrial) zoning because it is consistent with the Central City Sector Plan’s MU-CC4 (Mixed Use-Special District, Magnolia Gateways) designation and with the surrounding
COMMENTS:

This property was zoned I-3 (General Industrial District) before adoption of the new zoning ordinance and map on January 1, 2020. The applicant is seeking I-G (General Industrial District) zoning on this parcel as a comparable zone to the previous zoning before adoption of the new zoning ordinance and map.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. There have been no significant changes to development in this area that would prompt a rezoning. However, the requested I-G zoning is consistent with the MU-SD, CC4 designation for this property.
2. This property was rezoned to I-3 (General Industrial District) with the adoption of the new zoning map and ordinance. This property likely was targeted for rezoning because it is separated from the I-G zoning on N. Sixth Avenue to the south by a parcel in the Open Space district. Typically, the C-N zone would provide a transition from the I-G zoning along N. Sixth Avenue to the residential zoning to the west along Grainger. However, the entirety of this property is impacted by First Creek. It is comprised of land in the First Creek floodway, 100-year floodplain, and 500-year floodplain, making it an unlikely site for development. C-N zoning allows commercial businesses, which would likely be impacted negatively with consistent flooding, located as it is in floodplains.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The I-G (General Industrial) zone provides for a range of general industrial uses that may produce limited outside impacts, rendering them incompatible with retail, service, or residential uses. Such uses include limited manufacturing, fabricating, processing, wholesale distributing, and warehousing facilities that do not require frequent visits from customers or clients.
2. Rezonings should be based on the entire range of uses allowed within a zone to ensure that any development brought forth at a future time would be compatible with the surrounding land uses.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT.

1. The property is located in FEMA Flood Zone X. The entirety of the property is in either the 100-year floodplain, the 500-year floodplain, or the floodway. The current C-N zoning would allow a commercial business on this property, but any associated business could be impacted negatively by consistent recurring flooding due to the floodplains and floodway on the property. Rezoning the property to I-G allows uses that are less likely to incur damage from flooding.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The MU-SD, CC4 (Magnolia Gateway) designation supports I-G zoning. This mixed use district recognizes the variety of uses in the area.
2. This rezoning is not conflict with the General Plan or any other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 9/8/2020 and 9/22/2020. If denied, Knoxville-Knox County Planning Commission’s action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.
8-M-20-RZ
REZONING

From:  C-N (Neighborhood Commercial)

To:    I-G (General Industrial)

Petitioner: Thomas Gray Brandon

Map No: 82
Jurisdiction: City

Original Print Date:  7/15/2020
Revised:

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN  37902
EXHIBIT A. Contextual Images

8-M-20-RZ: Location Map
1541 and 1549 N. Sixth Avenue

Knoxville - Knox County - KUB Geographic Information System

8-M-20-RZ: Aerial Map
1541 and 1549 N. Sixth Avenue

Knoxville - Knox County - KUB Geographic Information System
8-M-20-RZ
EXHIBIT A. Contextual Images

8-M-20-RZ: Existing Land Use Map
1541 and 1549 N. Sixth Avenue

8-M-20-RZ: Sector Plan and One Year Plan Designations
1541 and 1549 N. Sixth Avenue
8-M-20-RZ
EXHIBIT A. Contextual Images

Zoning Comparison Map
The Planning Commission met in regular session on August 13, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

**Item No. File No.**

1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
<thead>
<tr>
<th>Ms. Tamara Boyer</th>
<th>Ms. Gayle Bustin</th>
<th>Mr. Louis Browning</th>
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<td>Ms. Karyn Adams</td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
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<td>Ms. Sandra Korbelik</td>
<td>Mr. Richard Graf</td>
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<td>Mr. Chris Ooten</td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td>Mr. Jeff Roth</td>
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<td>Mr. Scott Smith</td>
<td>Mr. Tim Hill</td>
<td><strong>Mr. Eddie Smith</strong></td>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

19. **THOMAS GRAY BRANDON**  
1549 and 1541 N. Sixth Avenue / Parcel ID 82 I D 001, 002, Council District 4. Rezoning from C-N (Neighborhood Commercial) to I-G (General Industrial).

1. **STAFF RECOMMENDATION**

   Approve I-G (General Industrial) District zoning because it is consistent with the Central City Sector Plan’s MUCC4 (Mixed Use-Special District, Magnolia Gateways) designation and with the surrounding development in the immediate vicinity.

**APPROVED ON CONSENT EARLIER IN THE MEETING**

Commissioner Roth recused himself on the Consent list.  
Commissioner Korbelik requested that Items #24 and #27 be removed from the Consent list.

1. **MOTION (BUSTIN) AND SECOND (OOTEN) WERE MADE TO HEAR THE CONSENT ITEMS AS READ REMOVING ITEMS #24 AND #27.**
A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**

2. **MOTION (BUSTIN) AND SECOND (OOTEN) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.**

A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**
## DEPLOYMENT REQUEST

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<td>Use on Review / Special Use</td>
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### Applicant Information

**John F. Lyle**

- **Applicant Name:** John F. Lyle
- **Affiliation:** Realtor
- **Date Filed:** July 7, 2020
- **Meeting Date (if applicable):** August 13, 2020
- **File Numbers(s):** 8-M-20-RZ

### CORRESPONDENCE

All correspondence related to this application should be directed to the approved contact listed below.

- **Applicant:** John F. Lyle
- **Owner:** Coldwell Banker Commercial Wallace
- **Option Holder:**
- **Project Surveyor:**
- **Engineer:**
- **Architect/Landscape Architect:**

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<tr>
<th>Name</th>
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<td>Coldwell Banker Commercial Wallace</td>
<td>813 S Northshore Drive Suite 202</td>
<td>Knoxville</td>
<td>TN</td>
<td>37919</td>
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<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
<td>865-389-1837</td>
<td><a href="mailto:john@JFL78.com">john@JFL78.com</a></td>
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### CURRENT PROPERTY INFO

**Thomas Gray Brandon**

- **Owner Name (if different):** Thomas Gray Brandon
- **Owner Address:** PO BOX 10324 KNOXVILLE, TN 37938 865-748-0541
- **Owner Phone:**

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REQUEST

- Development Plan
- Use on Review / Special Use
  - Residential
  - Non-Residential
- Home Occupation (specify):
- Other (specify):

- Proposed Subdivision Name
- Parcel Change
  - Combine Parcels
  - Divide Parcel
  - Total Number of Lots Created:
- Other (specify):

- Attachments / Additional Requirements

- Zoning Change:
  - Proposed Zoning
  - I-G (comparable zoning to previous I-3 zoning)

- Plan Amendment Change:
  - Proposed Plan Designation(s)

- Proposed Density (units/acre)
- Previous Rezoning Requests
- Other (specify):

PLAT TYPE

- Staff Review
- Planning Commission

ATTACHMENTS

- Property Owners / Option Holders
- Variance Request

ADDITIONAL REQUIREMENTS

- Design Plan Certification (Final Plat only)
- Use on Review / Special Use (Concept Plan only)
- Traffic Impact Study

FEE 1:
Waived per AB

FEE 2:
Waived per Amy Brooks
*2-years post new code
comparable zone district
application

FEE 3:

TOTAL:

AUTHORIZATION

By signing below, I certify I am the property owner, applicant or the owners authorized representative.

John F. Lyle
John@JFL78.com
865-389-1837

Elizabeth Albertson
7/1/2020

Packet Pg. 115
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.
KNOX CTY METRO PLANN
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

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Order Taker: mrome
Order Created 08/18/2020

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* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on September 8, 2020, at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. For information related to these items, visit KnoxPlanning.org/Agenda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Street Closure
WADE LOVIN / XBI COMPANIES
- Request closure of Hermon Avenue between Timothy Avenue and Rutledge Pike from the southwest corner of Parcel 070LC061 to the midpoint of Parcel 070MC216, Council District 6, East City Sector. Planning Commission Recommendation: Approve closure subject to any required easements.

Plan Amendments/Rezoning
THE PINERY GROVE CONDOMINIUM ASSOCIATION - 942 Piney Grove Church Road / Parcel ID 106 J D 039. One Year Plan Amendment from MDR (Medium Density Residential) to HDR (High Density Residential), Council District 3, Northwest County Sector. Planning Commission Recommendation: Approve One Year Plan Amendment to MDR/O (Medium Density Residential/Office).
THE PINERY GROVE CONDOMINIUM ASSOCIATION - 942 Piney Grove Church Road / Parcel ID 106 J D 039. Northwest County Sector Plan Amendment from MDR (Medium Density Residential) to HDR (High Density Residential), Council District 3, Northwest County Sector. Planning Commission Action: Approve Sector Plan Amendment to MDR/O (Medium Density Residential/Office).
THE PINERY GROVE CONDOMINIUM ASSOCIATION - 942 Piney Grove Church Road / Parcel ID 106 J D 039. Rezoning from RN-3 (General Residential Neighborhood) to RN-3 (General Residential Neighborhood), Council District 3, Northwest County Sector. Planning Commission Recommendation: Approve RN-3 zoning.
AGENDA SUMMARY A Resolution authorizing the Mayor to execute an agreement with Volunteer Ministry Center, Inc. to award an amount not to exceed $1,440,000.00 from the Affordable Rental Development Fund for the development of 48 affordable housing units for very low income households to be located at 1501 East Fifth Avenue.

COUNCIL DISTRICT(S) AFFECTED District 6

BACKGROUND The City has allocated $2,500,000 in this year's budget to the Affordable Rental Development Fund to support the creation of new affordable and workforce rental housing. Applications are accepted on an ongoing basis and evaluated by the Housing and Neighborhood Development department.

This application has been reviewed and meets all of the requirements, including eligibility, cost feasibility, sustainability and affordability. Funds will be provided to pay for actual construction costs. The funds will be provided as a twenty-year forgivable loan, secured with a Deed of Trust. A Restrictive Covenant will be recorded, ensuring compliance with the affordability restriction during the twenty-year term. All of the units to be developed will be restricted to families at or below 50% area median incomes and rents will be affordable and will maintain affordability for 30 years.

The project is being developed and will be operated by Volunteer Ministry Center and will consist of 48 permanent supportive housing units for homeless individuals. Case management services and on-site property management are included in the project. The development will be new construction located at 1501 East Fifth Ave.

OPTIONS Approve or deny the request

RECOMMENDATION Approve the request

ESTIMATED PROJECT SCHEDULE Construction of this development is anticipated to begin in January 2021 and be complete by June, 2022.

PRIOR ACTION/REVIEW Affordable Rental Development Funds were approved by City Council in May 2020 as part of the City's Operating budget.

FISCAL INFORMATION The total award amount is $1,440,000.00
**ATTACHMENTS:**

- RESOL Affordable housing grant to VMC Caswell Manor (DOCX)
- Affordable Rental Development Program Agreement C-21-0060 Final (DOCX)
- EXH A. to Program Agrmt. - Budget Caswell Manor Sources and Uses 10-1-20 (PDF)
- EXH B - Project Specs VMC-CASWELL MANOR_PLANNING COMMIS SUBMIT SET 092820 (PDF)
- Restrictive Covenant - Final 9-29 PM (DOCX)
- Leasehold Deed of Trust C-21-0060 - final (DOCX)

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<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Seema Singh, Third District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
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</table>
RESOLUTION

RESOLUTION NO: __R-285-2020__

REQUESTED BY: Community Development

PREPARED BY: Law Department

APPROVED: ___10-6-2020_______

APPROVED AS AN EMERGENCY MEASURE: _________________

MINUTE BOOK: ___84___ PAGE ____

WHEREAS, the City of Knoxville, through its Community Development Department, established an Affordable Rental Development Fund ("Fund") in the initial amount of $2 million for the creation of new affordable and workforce rental housing; and

WHEREAS, the Fund is in response to the need for standard rental units that are affordable to low- and moderate-income renters; and

WHEREAS, an allocation of $2,500,000.00 for the Fund was approved in the adoption of the 2019-2020 operating budget with an additional appropriation of $2,100,000.00 approved by Ordinance No. O-168-2019, for a total appropriation of $4,600,000.00 for FY 2019/2020; and
WHEREAS, Volunteer Ministry Center, Inc. applied for funding in the amount of $1,440,000.00 to build forty-eight affordable rental units to be located at 1501 E. Fifth Avenue; and

WHEREAS, the Community Development Department staff recommends approval of this funding request.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor be and hereby is authorized to enter into an agreement, in substantially the form attached hereto as Exhibit 1, to award an amount not to exceed $1,440,000.00 from the Affordable Rental Development Fund to Volunteer Ministry Center, Inc. to build forty-eight affordable rental units at 1501 E. Fifth Avenue.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________
Presiding Officer of the Council

__________________________
Recorder

R:\GShields\Resolutions\Community Development\Affordable housing grant to VMC Caswell Manor.docx
AFFORDABLE RENTAL DEVELOPMENT PROGRAM AGREEMENT
DEVELOPER/OWNER

This Agreement is made among Volunteer Ministry Center, Inc., whose address is 511 N. Broadway, Knoxville, Tennessee 37917 (“Developer”), Caswell Manor, LP (“Leasehold Owner”), and the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee, acting by and through its Community Development Department, having its office at 400 Main Street, City County Building, Knoxville, Tennessee 37902 (“City”), and is executed for the purpose of providing funding in the form of a deferred payment loan to Developer, to be re-loaned by Developer to the Leasehold Owner, through the City’s Affordable Rental Development Program (“Program”) for the development of 48 units of affordable housing located at 1501 E. Fifth Avenue, Knoxville, Tennessee 37917 (“Property”).

IN CONSIDERATION OF DEVELOPER’S COMPLIANCE WITH THIS AGREEMENT, THE CITY AGREES TO PROVIDE DEVELOPER THE FOLLOWING FUNDING FOR DEVELOPMENT OF THE PROPERTY:

A conditional, deferred payment loan not to exceed $1,440,000.00 to Developer. The Loan funds shall be loaned to the Leasehold Owner, and said loan shall be referred to herein as the “Developer Loan.” The program funding will be provided in the form of a loan that will be forgiven over a 20-year period, provided that Developer and Leasehold Owner comply with all terms, covenants, and obligations contained in this Agreement, the Developer complies with all terms, covenants, and obligations contained in the Promissory Note and the Unlimited and Unconditional Guaranty of Payment and Performance (executed herewith), and Leasehold Owner complies with the terms of the Leasehold Deed of Trust securing the Property and given by Leasehold Owner for the benefit of Developer, as assigned to the City, and the Restrictive Covenant. The source of the loan funds is the City’s general funds designated for the Program. The City’s performance and obligation to pay under this Agreement is contingent on an annual appropriation of the source of funds.

DEVELOPER AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

1. Use of Loan Funds. Developer will use the loan proceeds to make a loan to Leasehold Owner. Leasehold Owner shall use the Developer Loan for customary and reasonable project-specific expenses necessary for the development of a multi-family structure located on the Property.

2. Budget. Developer and Leasehold Owner agree to adhere to the budget, which is attached hereto as Exhibit A and incorporated by reference, in carrying out the construction project described in this Agreement. Any line-item changes in the budget require submission of a written budget amendment request to the Community Development Department. If approved, the Community Development Department will respond with a written letter of approval to Leasehold Owner and will keep a record of the budget amendment on file.

This instrument prepared by:
George C. Shields II, Attorney
City of Knoxville Law Department
400 Main Street, Suite 699
Knoxville, Tennessee 37902

DOCUMENT NO. C-21-0060
3. **Performance Requirements.** All work will be performed by qualified contractors in accordance with industry standards, local codes, ordinances, permit and inspection requirements, and local and federal requirements regarding accessibility for persons with disabilities. All construction must conform to all applicable City housing and building codes and zoning requirements. Contractors hired to undertake work on behalf of Leasehold Owner must be licensed professionals as required by the State of Tennessee (see TENNESSEE CODE ANNOTATED § 62-2-100 *et seq.*) for any services in this Agreement requiring such licensure. All project work will be performed in accordance with the Standard Building, Plumbing, Gas, and Mechanical Codes and the National Electric Code. All work carried out under this Agreement will be of first quality and performed in a workmanlike manner.

4. **Affordability.** For a period of 20 years beginning on the date construction of all units on the Property is completed which is anticipated to be January 1, 2043 (“Affordability Period”), all assisted rental unit(s) in the Property will be occupied only by households that are eligible as low-income families and will meet the requirements to qualify as affordable housing set forth in 24 C.F.R. § 92.252. Specifically, the assisted rental unit(s) must meet the following requirements to qualify as affordable housing:

   A. The rent charged for the assisted unit(s) must not exceed the maximum HOME rents. The maximum HOME rents are the lesser of:

      i. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 C.F.R. § 888.111 (Fair Market Rents for Existing Housing under the Section 8 Housing Program), minus a monthly allowance for tenant-paid utilities, which will be determined by the City for each individual project by using the HUD Utility Schedule Model; or

      ii. A rent that does not exceed 30% of the adjusted income of a family whose annual income equals 65% of the median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit, minus a monthly allowance for tenant-paid utilities that will be determined by the City for each individual project by using the HUD Utility Schedule Model. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions to be used in calculating the maximum rent under this paragraph.

   B. In rental projects with 5 or more assisted rental units, 20% of the assisted units must be occupied by very low-income families and meet one of the following rent requirements:

      i. Rents may not exceed 30% of the gross income of a family whose income equals 50% of the median income for the area, as determined by HUD, adjusted for family size, minus an allowance for tenant-paid utilities that will be determined by the City for each individual project by using the HUD Utility Schedule Model; or

      ii. Rents may not exceed 30% of a family’s adjusted income, unless otherwise allowed in 24 C.F.R. § 92.252(b)(2).
C. After review and approval by the City, the following parameters have been established for this project.

i. The assisted units are identified as forty-eight one-bedroom units with an average of 604 square feet each.

ii. None of the units will have HIGH HOME rent unit requirements.

iii. All forty-eight units will have LOW HOME rent unit requirements. The initial maximum rent that has been established for these units is $693, less an allowance for tenant paid utilities, or, if the unit receives a federal or state project-based rental subsidy and the very low-income family pays as a contribution not more than 30% of the family’s adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the federal or state project-based rental subsidy program.

iv. All assisted units are fixed units.

v. Developer and/or Leasehold Owner agrees that the address of each assisted unit will be provided no later than the time of initial occupancy.

D. Developer and/or Leasehold Owner agrees to reexamine the income of each tenant household at least annually and provide the City with annual recertifications of the incomes of all tenants residing in assisted units.

E. Maximum low and high rents for each unit's bedroom size will be computed annually by HUD. Developer and/or Leasehold Owner shall annually recalculate all rent and utility allowances for assisted units for review and approval by the City. Should the maximum allowable rent amount decrease from the previous year's calculation, the rents for assisted units shall be decreased accordingly for all new or renegotiated leases. If the maximum allowable rent amount increases, Developer and/or Leasehold Owner may determine whether to implement a rent increase for any new or renegotiated leases. Before any annual rent increase may be implemented, tenants must be given at least 30-days' written notice of the increase. Increases in rent are also subject to all other governing provision(s) of the lease agreement.

F. Assisted units will qualify as affordable despite a temporary noncompliance with Paragraphs A, B, or C of this Section 4 if the noncompliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD are taken to ensure all vacancies are filled in accordance with this Section 4 until the noncompliance is corrected. Tenants who no longer qualify as low income families must pay a rent, adjusted for tenant-paid utilities, not less than 30% of the family's adjusted monthly income as recertified annually, or the amount payable by the tenant under state or local law.

G. Neither Developer nor Leasehold Owner may refuse to lease assisted units to a certificate or voucher holder under 24 C.F.R. part 982—Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental
Certificate Program and the Section 8 Rental Voucher Program or the holder of a comparable document evidencing participation in a HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or other HOME tenant-based assistance document.

H. The assisted unit(s) must be occupied only by households that qualify as very low-income families except for temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are being taken to ensure that all vacancies are filled in accordance with C.F.R. § 92.252 until the noncompliance is corrected.

I. The assisted unit(s) must meet the affordability requirements throughout the Affordability Period. The affordability requirements apply without regard to the term of any mortgage or transfer of ownership, except that, the affordability requirements may terminate upon foreclosure or transfer in lieu of foreclosure. The affordability restrictions shall be revived according to the original terms if, during the original Affordability Period, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or Property.

J. Developer must repay the full amount of HOME match funds or City general funds invested in the project if the project fails to meet the affordability requirements for the full Affordability Period.

K. Developer and/or Leasehold Owner must utilize a property management firm with Low-Income Housing Tax Credit (“LIHTC”) property management or equivalent experience. The firm must be approved in advance by the City. In recognition of the LIHTC requirements, notwithstanding any provision hereof to the contrary, in no event shall Developer and/or Leasehold Owner be required to charge or collect rents in excess of what is permitted under Section 42 of the Internal Revenue Code.

5. Procurement. Developer and/or Leasehold Owner agrees to solicit competitive bids for the construction work and to provide evidence to the City of the bids received, the amount of each bid, and the method of selection. Developer and/or Leasehold Owner may select a contractor who has successfully provided services to Developer and/or Leasehold Owner in similar, previous multi-family projects, subject to City’s review of the contractor’s past performance related to work quality, timeliness, and pricing.

6. Property Standards. Upon completion of the work, and for the duration of the Affordability Period, all construction must meet the City’s Neighborhood Housing Standards, which include the most current ICC Property Maintenance codes adopted by the City, existing housing codes related to health and safety, major system repair, lead-based paint, accessibility requirements, and cost-effective energy conservation measures, and all other requirements within 24 C.F.R. § 92.251. Developer and Leasehold Owner agree that the City, its agents, or representatives shall have the right to inspect the property from time to time at any reasonable hour of the day to determine Developer’s and/or Leasehold Owner’s compliance with this requirement. After construction completion, Developer and/or Leasehold Owner must maintain the funded units as decent, safe, and sanitary housing in good
repair. Developer and/or Leasehold owner must also meet the City’s Ongoing Property Standards, which include compliance with the most current ICC Property Maintenance Code adopted by the City.

7. **Scope of Work and Timetable.** Developer and/or Leasehold Owner agrees to comply with the following scope of work and timetable so that the City’s responsibilities as delineated therein may be carried out in a timely manner.

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<th>Date</th>
<th>Developer Task</th>
<th>City</th>
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<tr>
<td>January 1, 2021</td>
<td>Sign City loan documents and Program Agreement and construction contract</td>
<td>N/A</td>
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<tr>
<td></td>
<td>signed at closing with Notice to Proceed issued immediately thereafter.</td>
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<tr>
<td>January 1, 2021</td>
<td>Construction begins.</td>
<td>N/A</td>
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<tr>
<td>June 30, 2022</td>
<td>work has been satisfactorily completed with each disbursement request.</td>
<td>Request funds from City Finance Department.</td>
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<tr>
<td>June 30, 2022</td>
<td>Construction completion.</td>
<td>Inspect project before release of final payment.</td>
</tr>
<tr>
<td>January 1, 2023</td>
<td>Execute leases, provide initial tenant documentation to City.</td>
<td>Review tenant documentation for compliance.</td>
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8. **Accomplishment of Work.** Developer and/or Leasehold Owner agrees to carry out the construction work specified in this Agreement with all practical dispatch in a sound, economical, and efficient manner. At its option, the City reserves the right to cancel and terminate the Agreement if Developer and/or Leasehold Owner fails or refuses to cause commencement of physical work on the Property after a period of ninety days from the date of execution of this Agreement, or if Developer and/or Leasehold Owner fails or refuses to complete such improvement work within a reasonable time.

The City’s failure to exercise its right to terminate this Agreement due to the Developer’s and/or Leasehold Owner’s failure or refusal to cause commencement of or to complete the physical work on the Property will not be deemed a waiver thereof.

9. **Eligibility.** Developer and/or Leasehold Owner agrees that it is in compliance with the following statement of eligibility.

All housing developers who develop new or retrofitted multi-family housing containing all or some affordable units may be eligible to receive assistance. Developers must have successful experience in the type of project proposed and must have financial capacity to complete the project.

Developers must be current on all property taxes, have good maintenance and management history with existing rental properties, and have no record of fair housing violations.
10. **Federal Requirements.** This Agreement will be administered pursuant to the federal statutes and regulations as outlined below. Developer and Leasehold Owner understand and agree that these federal requirements reflect City policy and will therefore be met in fulfilling this Agreement, regardless of whether they would otherwise apply to Developer and/or Leasehold Owner. Developer and Leasehold Owner and all contractors and subcontractors will comply with these statutes and regulations, and Developer and Leasehold Owner will incorporate this Section 10 requiring compliance with federal requirements into all contracts and subcontracts related to this Agreement.

A. **Title VI of the Civil Rights Act of 1964** (P.L. 88-352) provides that no person in the United States shall be excluded from participation in the Program, denied the benefits of the Program, or subjected in any way to discrimination under the Program on the basis of race, color, or national origin. This requirement will apply for the period during which the Property is improved and the rehabilitation loan is outstanding.

B. **Title VIII of the Civil Rights Act of 1968** (P.L. 90-284), as amended, where applicable, requires that the Program be carried out in a manner that will affirmatively further fair housing, including all activities relating to sales, rentals, additional financing, and brokerage services.

C. **Executive Order 11063** requires the provision of equal opportunity in housing and nondiscrimination in the sale and rental of housing improved under the Program.

D. **Executive Order 11246** requires that no person shall be discriminated against during the performance of construction contracts under the Program based on race, color, religion, sex, or national origin. Contractors and subcontractors participating in the Program shall take affirmative action to ensure fair treatment in employment; promotion; demotion; transfer; recruitment and recruitment advertising; lay-off and termination; rates of pay and compensation; and selection for training and apprenticeships.

E. The "Anti-Kickback Act", as amended, prohibits the contractor and all subcontractors from inducing, in any manner, an employee to give up any part of the compensation to which he/she is entitled under the contract of employment.

F. **The Age Discrimination Act of 1975.** Prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** states that "no otherwise qualified individual with handicaps in the United States . . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance . . . ." As detailed in 24 C.F.R. 8, Sec. 8.23 Alterations of Existing Housing Facilities, when a project contains fifteen or more units and the rehabilitation cost equals or exceeds seventy-five percent of the replacement cost of the completed facility, the project must comply with Sec. 8.22, requiring a minimum of five percent of the units, or at least one unit, to be accessible for persons with mobility impairments. Projects containing five or more dwelling units must comply with Sec. 504 to the maximum extent feasible. "Maximum extent feasible" means that compliance in rehabilitation shall be required unless doing so would impose an undue financial and administrative burden. It does not require that alterations be made solely to comply if those alterations cannot be undertaken without removing or altering a load-bearing structural member.
G. Executive Orders No. 11625, 12432, and 12138 require the contractor to take affirmative steps to encourage the use of minority and women's business enterprises when subcontracts are let. Such efforts should include the following elements or other appropriate actions:

1. Include qualified minority and women's businesses on bid solicitation lists, and assure that minority and women's businesses are solicited whenever they are potential sources of materials or services;

2. When economically feasible, divide total contract requirements into small tasks or quantities, or extend delivery schedules, to permit maximum minority and women's business participation; and

3. Use the services and assistance of the Minority Business Development Agency of the Department of Commerce (local office, 618 W. Church Street, Room 104, 673-6030) and the Interagency Committee on Women's Business Enterprises, as needed.

H. Developer and Leasehold Owner further agree that the rehabilitation work financed in whole or in part with funds provided through City shall not be performed by any contractor if it, or its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the rehabilitation activity by any federal department or agency.

I. According to the Flood Disaster Protection Act of 1973, Developer and Leasehold Owner agree that no funds provided by City shall be used to rehabilitate the Property if it is located in an area identified by the Federal Emergency Management Agency as having special flood hazards unless Developer and/or Leasehold Owner obtains and maintains flood insurance under the National Flood Insurance Program.

11. Maintenance and Insurance; Inspections. Developer and Leasehold Owner agree to secure, maintain, and insure all new buildings in compliance with all local code requirements for the duration of this Agreement and for five years after construction completion. Developer and Leasehold Owner agree that the City, its agents, and/or its representatives will have the right to inspect the Property at any reasonable hour of the day to determine Developer’s and Leasehold Owner’s compliance with this requirement and any other requirements of the Contract Documents.

12. Tenant and Participant Protections.

A. Lease clause prohibitions. Developer and/or Leasehold Owner agree to execute written lease documents for all assisted units during the Affordability Period. Such lease may not be for a period of less than one year, unless a lesser period is mutually agreed to by Developer and/or Leasehold Owner and the tenant. The lease may not contain any of the following provisions.
i. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Developer and/or Leasehold Owner in a lawsuit brought in connection with the lease.

ii. Treatment of property. Agreement by the tenant that the Developer and/or Leasehold Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Developer and/or Leasehold Owner may dispose of this personal property in accordance with state law.

iii. Excusing Developer and/or Leasehold Owner from responsibility. Agreement by the tenant not to hold the Developer and/or Leasehold Owner or the Developer’s and/or Leasehold Owner’s agents legally responsible for any action or failure to act, whether intentional or negligent.

iv. Waiver of notice. Agreement of the tenant that the Developer and/or Leasehold Owner may institute a lawsuit without notice to the tenant.

v. Waiver of legal proceedings. Agreement by the tenant that the Developer and/or Leasehold Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

vi. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury.

vii. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

viii. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorneys’ fees or other legal costs even if the tenant wins in a court proceeding by the Developer and/or Leasehold Owner against the tenant. The tenant may, however, be obligated to pay costs if the tenant loses.

ix. Mandatory supportive services. Agreement of the tenant requiring the tenant to accept supportive services. This prohibition, however, does not apply to residents of transitional housing.

Developer and/or Leasehold Owner further agree not to terminate the tenancy, or refuse to renew the lease, of a tenant residing in an assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Written notice must be provided at least 30 days in advance of any termination or refusal to renew that specifies the grounds for the action. A tenant’s failure to participate in any required
supportive services of transitional housing is a permissible basis for terminating tenancy or refusing to renew a lease.

B. Tenant selection policy. Developer and/or Leasehold Owner also agree to adopt and adhere to written tenant selection policies and criteria that:

i. Are consistent with the purpose of providing housing for very-low-income and low-income families;

ii. Are reasonably related to Program eligibility and the applicant’s ability to perform the obligations of the lease;

iii. Provide for:

   a. The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

   b. The prompt written notification to any rejected applicant for tenancy of the grounds for rejection.

C. Fee prohibitions. Developer and/or Leasehold Owner agree to only charge fees that are customarily charged in rental housing. Developer and/or Leasehold Owner may not charge uncustomary fees like laundry room access fees or servicing, origination, processing, inspection, or other such fees for the costs of providing homeownership assistance. However, Developer and/or Leasehold Owner may charge:

i. Reasonable application fees to prospective tenants;

ii. Parking fees to tenants, only if such fees are customary for rental housing projects in the neighborhood; and

iii. Fees for services such as bus transportation or meals, as long as such services are voluntary.

13. Nondiscrimination. Developer and Leasehold Owner hereby agree that they:

A. Shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status, or national origin;

B. Shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability, familial status, or national origin;

C. Shall in all solicitations or advertisements for employees placed by or on behalf of themselves, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status, or national origin; and

D. Shall include these provisions in every subcontract or sublease let by or for them.
Developer and Leasehold Owner additionally agree not to discriminate against prospective tenants on the grounds of race, color, national origin, religion, sex, handicap, or familial status. Developer and Leasehold Owner also agree not to discriminate against prospective tenants due to their receipt of or eligibility for housing assistance under any federal, State, or local housing assistance program. In addition, Developer and Leasehold Owner agree to comply with Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex, or national origin, Title VI of the Civil Rights Act of 1964, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are incorporated as conditions of funding by reference.

14. Ethical Standards. Developer and Leasehold Owner take notice of and represent that they are not in violation of, or have not participated and will not participate in, the violation of any of the following ethical standards prescribed by the Knoxville City Code.

(A) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee’s knowledge there is a financial interest possessed by:

(1) The employee or the employee's immediate family;
(2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) An official action taken, or to be taken, or which could be taken;
(2) A legal duty performed, or to be performed, or which could be performed; or
(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars ($10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

(1) Oral or written warnings or reprimands;
(2) Cancellation of transactions; and
(3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

15. Requests for Disbursement of Funds. Developer and/or Leasehold Owner may request disbursement of funds for reasonable expenses incurred during the construction work. What constitutes a “reasonable expense” will be determined solely and exclusively by the City. However, requests may not be submitted more frequently than every fourteen calendar days unless approved in advance by City staff. The City reserves the right to retain up to 20% of funds available until work is inspected and certified complete. Disbursement of funds will be contingent upon Developer’s and/or Leasehold Owner’s and contractors’ compliance with this Agreement, the Promissory Note executed herewith, the Leasehold Deed of Trust securing the Property, the Unlimited and Unconditional
Guaranty of Payment and Performance, and any other agreements related to this project, including any agreements between Developer and/or Leasehold Owner and contractors.

16. Records. For a period of five years following completion of the improvements specified in this Agreement, Developer and Leasehold Owner agree to keep the following records: all loan documents; contracts; invoices; materials; personnel and payroll records; conditions of employment; books of account; tenant leases; tenant income verifications; and any other documentation pertinent to the improvement of the Property, the occupancy and rental of the Property, and the disposition of the loan proceeds. Developer and Leasehold Owner will permit City and its designees to have full and free access to these records for the purpose of making audits, examinations, excerpts, and transcriptions.

17. Security and Loan Termination. This loan will be evidenced by a Promissory Note executed by Leasehold Owner, and secured by a Leasehold Deed of Trust on the Property, of the same date, and duly recorded in the Register's Office for Knox County, Tennessee (as assigned to the City). In addition, Developer will provide the City with an Unlimited and Unconditional Guaranty of Payment and Performance for the sole benefit of the City as additional security for the City’s loan to Developer. Leasehold Owner and the City shall also enter into an agreement creating restrictive covenants encumbering the Property that shall restrict the occupancy and the rents of the Property for the duration of the Affordability Period, as more specifically described in Section 4 of this Agreement.

The City may, by written notice of default to Developer, terminate the whole or any part of the loan and this Agreement and may foreclose on its Collateral Assignment of Deed of Trust if Developer and/or Leasehold Owner fails to perform any provisions of this Agreement, the Promissory Note, the Leasehold Deed of Trust given by Leasehold Owner for the benefit of Developer, as assigned to the City, the Unlimited and Unconditional Guaranty of Payment and Performance, or the Restrictive Covenant executed by Leasehold Owner and does not cure such failure within a period of 10 days (or such longer period as the City may authorize in writing) after receipt of said notice from the City specifying such failure. If the loan and this Agreement are terminated due to Developer’s and/or Leasehold Owner’s default, the full amount of any monies included in the loan that have been advanced to the Developer by the City will be due and payable by the Developer to the City on demand. Developer will be in default if any of the following occur, without limitation:

(a) The construction is not carried out with reasonable diligence, or is discontinued at any time for any reason other than strikes; lockouts; acts of God; fires, floods, or other similar catastrophes; riots; war; or insurrection;

(b) Developer and/or Leasehold Owner makes material changes in the project plans and specifications or enters into another contract or subcontract for work on the Property without the prior written approval of City;

(c) All Developer’s principals die, become legally incapacitated, or otherwise become legally unable to act before the completion of the construction;

(d) Leasehold Owner abandons the Property; fails to keep insurance and taxes current; fails to obtain permits; violates building code; or otherwise fails to maintain the Property;
(c) The sale, lease, or other transfer of any kind or nature of the Property before the completion of the construction funded by this Agreement without the prior written consent of City, excluding (i) the creation of a purchase-money security interest for household appliances, or (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant, and (iii) the deed of trust in favor of _______ Bank and/or any refinancing thereof;

(f) Developer and/or Leasehold Owner defaults on any covenant, agreement, term, or condition of this Agreement; Developer defaults on any covenant, agreement, term, or condition of the Promissory Note to the City or the Unlimited and Unconditional Guaranty of Payment and Performance; the Leasehold Owner defaults under the terms of the Leasehold Deed of Trust for the benefit of Developer, as assigned to the City, or the Restrictive Covenant executed by Leasehold Owner; or any other agreement made between Developer or the Leasehold Owner and City; or

(g) The construction required by this Agreement fails to meet the affordability requirements of Section 4 of this Agreement for the full Affordability Period.

Termination will be accomplished by mailing by certified mail or by personally delivering written notice of termination to Developer at Developer's business address, or to any other address that Developer has made known to City either personally or by mail. Termination will be effective on the date the notice is mailed or personally delivered to Developer's address, regardless of whether the notice is actually received by Developer.

18. Insurance.

A. Residential Property (Property that is not used to generate income for Developer) accepting less than $1,000.00 in Program funds from the City. Developer and/or Leasehold Owner must provide evidence of property insurance of at least 90% of the property value and homeowners’ or rental property liability coverage of at least $100,000.00 and must maintain this insurance until the later of the completion of the project for which funding is provided or repayment of any loaned funds. Developer and/or Leasehold Owner agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance that includes completed products liability with limits for both automobile and general liability of at least $500,000.00 per occurrence.

B. Residential Property (Property that is not used to generate income for Developer) accepting more than $1,000.00 in Program funds from the City. Developer and/or Leasehold Owner must provide evidence of property insurance of at least 90% of the property value and homeowners’ or rental property liability coverage of at least $200,000.00 and must maintain this insurance until the later of the completion of the project for which funding is provided or repayment of any loaned funds. Developer and/or Leasehold Owner agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance that includes completed products liability with limits for both automobile and general liability of at least $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

C. Commercial Property (Property that is used to generate income for Developer). Developer and/or Leasehold Owner must provide evidence of property insurance of at least 90% of the property value and homeowners’ or rental property liability coverage of at least $500,000.00 and must maintain this insurance until the later of the completion of the project for which funding is provided or repayment
of any loaned funds. Developer and/or Leasehold Owner agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance that includes completed products liability with limits for both automobile and general liability of at least $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

19. Term.

A. This Agreement will be effective until Developer and/or Leasehold Owner have well and truly performed all the terms and conditions of this Agreement, the Promissory Note, the Leasehold Deed of Trust executed by Leasehold Owner for the benefit of Developer, as assigned to the City, the Restrictive Covenant executed by Leasehold Owner, the Unlimited and Unconditional Guaranty of Payment and Performance, or any other agreement made between Developer or Leasehold Owner and the City.

B. All construction required by this Agreement will begin upon execution of this Agreement and will be completed within 22 months of the date of written Notice to Proceed.

20. Contract Documents. The executed Contract Documents will consist of the following:

A. This Agreement;

B. The Promissory Note, the Leasehold Deed of Trust executed by Leasehold Owner for the benefit of Developer, as assigned to the City, the Restrictive Covenant executed by Leasehold Owner, and the Unlimited and Unconditional Guaranty of Payment and Performance, as described in this Agreement;

C. Leasehold Owner’s Budget, attached as Exhibit A; and

D. Leasehold Owner’s Project plans and specifications, attached as Exhibit B.

All Contract Documents and exhibits attached to this Agreement are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent that there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on the Developer and/or the Leasehold Owner will control.

21. Hold Harmless and Indemnification. Developer and Leasehold Owner shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from any and all liabilities which may accrue against the City, its officers, employees, and agents or any third party for any and all lawsuits, claims, demands, losses, or damages alleged to have arisen from an act or omission of Developer and/or Leasehold Owner in performance of this Agreement or from Developer’s and/or Leasehold Owner’s failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Developer and Leasehold Owner shall save, indemnify, and hold the City harmless from the cost of the defense of any claim, demand, suit, or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, reasonable attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and
Developer and Leasehold Owner shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Developer and Leasehold Owner will have the right to defend the City with counsel of their choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Developer and Leasehold Owner may request. Developer and Leasehold Owner will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Developer and Leasehold Owner shall save, indemnify, and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims, or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

22. HOME Match. The funding provided through this Agreement is intended to be recognized as a HOME matching contribution pursuant to 24 C.F.R. Part 92 Subpart E.


A. **INDEPENDENT CONTRACTOR.** The Developer and the Leasehold Owner shall perform all obligations under this Agreement as an independent contractor; neither they nor their employees shall be considered employees, partners, or agents of the City, nor shall they or their employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

B. **ASSIGNMENT.** Neither the Developer, nor the Leasehold Owner, shall assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

C. **SUBCONTRACTS TO THE AGREEMENT.** Neither Developer nor Leasehold Owner may enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

D. **WRITTEN AMENDMENTS.** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

E. **REQUIRED APPROVALS.** No party to this Agreement is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

F. **ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

G. **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions.
contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

H. **FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Developer and Leasehold Owner are responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

I. **NO BENEFIT FOR THIRD PARTIES.** The services to be performed by the Developer and/or Leasehold Owner pursuant to this Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Developer’s and/or Leasehold Owner’s performance of their services hereunder, and no right to assert a claim against the City or the Developer, the Leasehold Owner, or their officers, employees, agents or contractors shall accrue to the Developer, the Leasehold Owner or to any subcontractors, independently retained professional consultants, suppliers, fabricators, manufacturers, lenders tenants, insurers, sureties or any other third party as a result of this Agreement or the performance or non-performance of the Developer’s and/or Leasehold Owner’s services hereunder.

J. **NON-RELIANCE OF PARTIES.** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, no party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

K. **FORCE MAJEURE.** No party shall be liable to another for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond their reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, a party may by written notice to the other terminate this Agreement. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of any party.

L. **EEO/AA.** The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

M. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.
N. **ENTIRE AGREEMENT.** This Agreement forms the entire Agreement between the City and the Developer. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

O. **NOTICES.** Notices to the parties under this Agreement, the Leasehold Deed of Trust, the Promissory Note, the Restrictive Agreement, the Unlimited and Unconditional Guaranty of Payment and Performance, and all other documents related thereto shall be delivered to Developer and Lender at the addresses set out in the heading to this Agreement. Leasehold Owner’s investor limited partner shall have the right, but not the obligation, to tender a cure of any defaults by Developer or the Leasehold Owner under any of the documents referenced herein to the same extent as if such cure had been tendered by Developer or Leasehold Owner, as the case may be.

**IN WITNESS WHEREOF,** this Agreement has been duly executed and delivered and is effective on the latest of the dates set forth below.

**DEVELOPER:**

VOLUNTEER MINISTRY CENTER, INC.

By: ____________________________________________
Bruce W. Spangler
Chief Executive Officer

**LEASEHOLD OWNER:**

CASWELL MANOR, LP

By: CASWELL MANOR GP, LLC

Its: General Partner

By: ____________________________________________
Bruce W. Spangler, President

**APPROVED AS TO FORM:**

CITY OF KNOXVILLE

By: ____________________________________________
CHARLES W. SWANSON
Director of Law

INDYA KINCANNON
Mayor

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STATE OF TENNESSEE 
COUNTY OF KNOX 

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Indya Kincannon, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Mayor of the City of Knoxville, a municipal corporation, and being so authorized, executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal this ____ day of ____________________, 2020.

My Commission Expires: __________________

NOTARY PUBLIC

STATE OF TENNESSEE 
COUNTY OF KNOX 

Before me, a Notary Public in and for Knox County, Tennessee, personally appeared Bruce W. Spangler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that as the Chief Executive Officer of Volunteer Ministry, Inc., is authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of ____________________, 2020.

My commission expires: ________________

NOTARY PUBLIC

STATE OF TENNESSEE 
COUNTY OF KNOX 

Before me, a Notary Public in and for Knox County, Tennessee, personally appeared Bruce W. Spangler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that as the President of Caswell Manor GP, LLC, general partner of Caswell Manor, LP, is authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of ____________________, 2020.

My commission expires: ________________

NOTARY PUBLIC

R:\GShields\Community Development\Affordable Rental Development Fund\Volunteer Ministry - Caswell Manor\Affordable Rental Development Program Agreement C-21-0060 Final.docx
### ASSUMPTIONS

<table>
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<th>Units</th>
<th>NRSF/Unit</th>
<th>% of Total</th>
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</thead>
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<td>48 BD Units</td>
<td>604</td>
<td>64%</td>
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<tr>
<td>604 NRSF/Unit</td>
<td>28,998</td>
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<tr>
<td>8% Community</td>
<td>3,772</td>
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<tr>
<td>28% Common</td>
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<tr>
<td>Total</td>
<td>45,298</td>
<td>100%</td>
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### DEVELOPMENT BUDGET

#### Sources

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<th>Available</th>
<th>$ / Unit</th>
<th>Total</th>
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<tr>
<td>Equity Bridge/Construction Loan</td>
<td>4.00%</td>
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<td>Low Income Housing Tax Credits (LIHTC) Equity</td>
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<td>$0.900</td>
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<td>Affordable Rental Development Program (ARDF) DPL</td>
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<td>Private/Other</td>
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<tr>
<td>Deferred Deveoper Fee</td>
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<td>$649,839</td>
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<tr>
<td><strong>Total Sources</strong></td>
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<td></td>
<td>$17,201,348</td>
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#### Uses

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<th>Use</th>
<th>$ / SF</th>
<th>$ / Unit</th>
<th>Total</th>
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<td>Acquisition (PL - 1.02ac, 21 units, 29 beds, 19,500sf)</td>
<td>$33</td>
<td>$30,476</td>
<td>$640,000</td>
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<tr>
<td>Demo &amp; Abatement</td>
<td></td>
<td>$4</td>
<td>$80,000</td>
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<tr>
<td>Hard Costs</td>
<td></td>
<td>$152</td>
<td>$143,361</td>
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<td>Construction Contingency</td>
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<td>7.5%</td>
<td>$522,098</td>
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<tr>
<td>FF&amp;E</td>
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<td>$4,000</td>
<td>$192,000</td>
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<td>Landscaping (included in Hard Costs)</td>
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<td></td>
<td></td>
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<tr>
<td>Architect/Engineers (including Civil)</td>
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<td>4.5%</td>
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<td>Soft Costs (3rd Party Reports, Financing, Legal, etc.)</td>
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<td>Reserves (6 mos. ODR + 2 year R4R)</td>
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<td>Developer Fee</td>
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<tr>
<td><strong>Total Uses</strong></td>
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<td></td>
<td>$17,201,348</td>
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<tr>
<td><strong>Total Uses less Equity Bridge/Construction Loan Payoff</strong></td>
<td></td>
<td></td>
<td>$10,701,348</td>
</tr>
</tbody>
</table>

**SURPLUS/(DEFICIT)** | | | | $- |
PROJECT LOCATION MAP = NOT TO SCALE

O O N

E I L

G D

MAINTAIN ONE SET OF AS-BUILT DRAWINGS ON THE JOB SITE FOR

17. FINAL GRADES MAY BE REQUIRED. INSTALL ALL STORM SYSTEMS PRIOR TO

511 N BROADWAY

DEVICES.

5 a O D

CONSTRUCTION ISSUED BY THE US DEPARTMENT OF LABOR. ALL CONSTRUCTION

R O A M N E A D S I T E B O N D A R Y AND TOPOGRAPHIC INFORMATION IS FROM A SURVEY

M 12.

L O

E FOURTH AVE

APRON

NEW CONCRETE

0 0

L A S

2

E T

DIRECTIONAL

6

DOWN LIGHT

ADA SYMBOL

6

N I

E/

SIDEWALK

EASEMENT

C T

R 5

5

535.25'

5

5

5

R 7

REASURES

POTABLE WATER

SANITARY SEWER

N

5

5

5

R 5

5

5

R 7

REASURES

NATURAL GAS

PROPOSED BUILDING

1001 EAST 5TH AVENUE

SHARAL, TN

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GAS LINES SHALL BE SIZED, LOCATED, AND INSTALLED BY LOCAL UTILITY. COORDINATE ON EXISTING HYDRANT TO SERVE ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY BEFORE BACKFILLING. CONTRACTOR SHALL PAY ALL FEES. AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT THE DEVELOPMENT AND WHERE POSSIBLE MEASUREMENTS TAKEN IN IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION FOR CONT. FOR CONT. SEE PLUMBING CONNECTOR - FOR CONT. WATER FOR NEW TELEVISION SERVICE PANEL 535.25' LID. EOB: V5 4-WIRE DISTRIBUTION 4-WIRE DISTRIBUTION 20 ° 909 8 909 1 °
BUILDINGS 'A' & 'C' ELEVATIONS

TRANSPARENCY: OPENINGS@740 SF/FACADE@3,693 SF = 20%

TRANSPARENCY: OPENINGS@419 SF/FACADE@2,100 SF = 20%

TRANSPARENCY: OPENINGS@311 SF/FACADE@573 SF = 54%

(Measured between 2' & 10' above grade per Table 5-2, Knoxville Zoning Code)

C:\Users\Station 2\Documents\Volunteer Ministry Center\CAD\VMC-A-5.X.dwg, A-5.0, 9/24/2020 9:24:33 AM

Attachment: EXH B - Project Specs VMC-CASWELL MANOR_PLANNING COMMIS SUBMIT SET 092820 (R-285-2020: AIS for Caswell Manor)
This Instrument Prepared By:
George C. Shields II, Attorney
City of Knoxville Law Department
400 Main Street, Suite 699
Knoxville, TN 37902

RE: DOCUMENT NO. C-21-0060

RESTRICTIVE COVENANT

This Agreement, dated the ____ day of ________________, 2020, is made between Caswell Manor, LP (“Owner”), whose address is 511 N. Broadway, Knoxville, Tennessee 37917, and the City of Knoxville, having its office at the City County Building at Knoxville, Tennessee (“City”).

RECITALS

A. The City has allocated funds to Volunteer Ministry Center, Inc. (“Borrower”) to support the development and rehabilitation of affordable rental housing. The Borrower is the sole member of the general partner of Owner.

B. The Affordable Rental Development Program has been established to provide such funds to eligible projects (“Program”).

C. Owner is the holder of a leasehold interest in certain property situated at 1501 E. Fifth Avenue, Knoxville, Tennessee 37917 (“Property”), as more fully described in “Exhibit A” attached hereto and made a part hereof by reference.

D. Borrower has applied for funding through the Program to obtain City loans to develop the Property. Borrower has re-loaned the funds to Owner.

E. As a participant in the City’s Program, Borrower, or an affiliate of Borrower, will receive loan funds to cover all or part of the cost of constructing a multi-family structure(s) on the Property, which funds will be loaned by Borrower to Owner, and, in consideration, Owner consents to be regulated and restricted by the provisions of the City’s Program.

In consideration of the Property and the mutual covenants contained herein, Owner and the City agree as follows.

TERMS

Owner and the City hereby create a restrictive covenant encumbering the Property that will meet the conditions for qualification as affordable housing as described in the Affordable Rental Development Program Agreement dated ____________________, 2020 (“Program Agreement”). More specifically, this restrictive covenant limits the use of forty-eight assisted rental unit(s) in the Property to affordable rental units for very low-income families for a period of twenty years commencing on the date that construction of all units in the Property is completed. In summary, the assisted units qualify as affordable housing only if they comply with all of the following requirements.
A. Forty-eight of the units bear rents not greater than the most current LOW HOME rents as established by the U.S. Department of Housing and Urban Development ("HUD"), less an allowance for tenant-paid utilities.

B. They are occupied only by households that qualify as very low-income families, except for temporary noncompliance, as described in the Program Agreement.

C. They will remain affordable without regard to the term of any loan, mortgage, or transfer of ownership for not less than twenty years beginning after project completion, except that, upon foreclosure by a lender or other conveyance in lieu of foreclosure, the affordability period shall be terminated. However, the affordability restrictions will be revived according to the original terms if, during the original affordability period, the owner of record before foreclosure or conveyance in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or Property.

D. In accordance with the Program Agreement.

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

CASWELL MANOR, LP

By: Caswell Manor, GP LLC its General Partner

INDYA KINCANNON, MAYOR

BY: ___________________________
    Bruce W. Spangler, President

CITY OF KNOXVILLE:

_____________________________________

APPROVED AS TO FORM:

CHARLES W. SWANSON
DIRECTOR OF LAW
STATE OF TENNESSEE  
COUNTY OF KNOX  

Personally appeared before me, a Notary Public in and for said County and State aforesaid, Bruce W. Spangler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that as the President of Caswell Manor GP, LLC, general partner of Caswell Manor, LP, executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in Knox County, Tennessee this ____ day of ______________________, 2020.

________________________________________________________________________

My Commission Expires: ____________________

NOTARY PUBLIC

STATE OF TENNESSEE  
COUNTY OF KNOX  

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Indya Kincannon, with whom I am personally acquainted and who upon oath acknowledged herself to be Mayor of the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee, and that she is authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of ______________________, 2020.

________________________________________________________________________

My Commission Expires: ____________________

NOTARY PUBLIC
EXHIBIT A

SITUATED in District No. Two of Knox County, Tennessee, within the 15th Ward of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the northern right-of-way of E. Fifth Avenue at the intersection of the western right-of-way of the Myrtle Street (closed); thence along the northern right-of-way of E. Fifth Avenue, South 66 deg. 21 min. 59 sec. West, 249.86 feet to an iron pin set in the northern right-of-way of E. Fifth Avenue at the intersection of the eastern right-of-way of the Winona Street; thence leaving E. Fifth Avenue and with Winona Street a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet and a chord bearing and distance of North 68 deg. 38 min. 01 sec. West, 35.36 feet to an iron pin set in the eastern right-of-way of Winona Street; thence continuing with the eastern right-of-way of Winona Street, North 23 deg. 38 min. 01 sec. West, 132.00 feet to an iron pin set in the centerline of a closed 14 foot alley; thence leaving the eastern right-of-way of Winona Street and with the centerline of a closed 14 foot alley, North 66 deg. 21 min. 59 sec. East, 300.00 feet to an iron pin set in the centerline of a closed 14 foot alley and the western right-of-way of Myrtle Street (closed); thence leaving the closed 14 foot alley and with the western right of way of Myrtle Street (closed), South 23 deg. 34 min. 03 sec. East, 125.03 feet to an iron pin located in the western right-of-way of Myrtle Street (closed); thence continuing with the western right of way of Myrtle Street (closed), a curve to the right having a radius of 25.00 feet, an arc length of 39.24 feet and a chord bearing and distance of South 21 deg. 23 min. 58 sec. West, 35.33 feet to the POINT OF BEGINNING, being approximately 1.027 acres, more or less, according to the survey of Ned D. Ferguson, TN RLS No. 1643, dated July 18, 2020, last revised August 7, 2020, bearing Drawing No. 7D620. Surveyor's address is Professional Land Systems, 205 Lamar Avenue, Clinton, Tennessee 37716. (Specific reference is made to plat captioned “Resubdivision of Lots 7 thru 12 Block 18 Elmwood Addition” of record in Plat Cabinet M, Slide 221B in the Register’s Office for Knox County, Tennessee.)

BEING property conveyed to Caswell Manor, LP by Warranty Deed from Positively Living, said Warranty Deed being dated August 17, 2020 and of record as Instrument No. 202008170013350 in the Register’s Office for Knox County, Tennessee. Specific reference is made to the Scrivener’s Affidavit of record as Instrument No. 202009010018156 in the aforesaid Register’s Office.
LEASEHOLD DEED OF TRUST

THIS LEASEHOLD DEED OF TRUST is made this _____ day of ____________, 2020, among Caswell Manor, LP (“Borrower”), __________________________ (“Trustee”), and Volunteer Ministry Center, Inc. (“Lender”).

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, all right, title, and interest of Borrower in and to the following described property located in the County of Knox, State of Tennessee.

See Exhibit A.

Said property having the address of 1501 E. Fifth Avenue, Knoxville, Tennessee 37917;

TOGETHER WITH all the improvements, easements, rights, and appurtenances that Borrower has or may hereafter acquire in and to the property, and all rents and profits thereof (subject however to the rights and authorities given herein to Lender to collect and apply rents) (collectively referred to as the “Property”);

TO SECURE to Lender the repayment of the indebtedness evidenced by one promissory note dated ______________ (“Promissory Note”), given in substitution for, or upon any extensions and renewals thereof, the payment of all other sums, with interest, advanced to protect the security of this Leasehold Deed of Trust and the performance of the covenants and agreements of the Borrower, which follow. The Promissory Note is described as follows:

One Promissory Note describing a loan in the principal amount of $1,440,000.00. Upon default of any of the terms and conditions of the Promissory Note, this Leasehold Deed of Trust, or the accompanying Affordable Rental Development Program Agreement, each dated __________, 2020, interest will accrue at the default rate of 6% per annum and the principal balance will become due and payable.

BORROWER COVENANTS that Borrower is lawfully seized of the leasehold interest hereby conveyed and has the right to grant and convey its leasehold interest in the Property, and that said interest is unencumbered, except for the following encumbrances of record:

See attached exceptions (Title Policy Schedule B)

Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated ___________ securing a debt in the original amount of
$________________ to ______________________________________, and
recorded in Instrument Number ____________________ in the Register’s Office for
Knox County, Tennessee.

Construction Leasehold Deed of Trust of record in Instrument No._______________________________ in the Register’s Office for Knox County, Tennessee, a Deed of Trust executed by _____________________________ on____________________________________ in favor of ______________________
__________________________________________________ in the original principal
amount of $_________________________.

Real estate taxes, a lien, but not yet due and payable.

BORROWER warrants and will defend generally the leasehold title to the Property against all claims and demands, subject to encumbrances of record.

BORROWER, to more fully protect the security of this Leasehold Deed of Trust, does covenant and agree as follows.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Promissory Note and any late charges due under the Promissory Note.

2. **Prior Obligations, Mortgages, and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower’s obligations under the Lease Agreement and any mortgage, deed of trust, or other security agreement with a lien that has priority over this Leasehold Deed of Trust, including Borrower’s covenants to make payments when due. Borrower shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Leasehold Deed of Trust, including leasehold payments or ground rents.

3. **Use of Loan Funds.** This Leasehold Deed of Trust and the Promissory Note were executed and delivered to secure monies advanced to the Borrower by the Lender as or on account of a loan evidenced by the Promissory Note for the purpose of developing the Property.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Promissory Note shall be applied by Lender first to interest due on the Promissory Note, second to principal due on the Promissory Note, and third to the late charges, if any, referred to in the Promissory Note.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards that Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender’s approval, which shall not be unreasonably withheld.
a. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals, subject to the terms of any mortgage, deed of trust, or other security agreement, with a lien that has priority over this Leasehold Deed of Trust.

b. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c. Subject in all respects to the rights of senior lenders on the Property, insurance proceeds shall be applied to restore or repair the damaged Property, if the restoration or repair is economically feasible and Lender’s security is not lessened. If the restoration or repair is not economically feasible or Lender’s security would be lessened, the insurance proceeds shall be applied to the sums secured by this Leasehold Deed of Trust, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Leasehold Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given.

d. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to herein or change the amount of the payments. If, under paragraph 17, the Property is acquired by Lender, Borrower’s right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Leasehold Deed of Trust immediately prior to the acquisition.

6. **Preservation and Maintenance of Property.** Except as required by the Affordable Rental Development Program Agreement, Borrower shall not destroy, damage, or substantially change the Property; allow the Property to deteriorate; or commit waste. It is expressly understood that the existing structure will be razed to accommodate new construction of 48 units. Borrower shall use the Property in such a manner and cause other persons who are on the premises with Borrower's consent to conduct themselves in such a manner that will not disturb Borrower's neighbors' peaceful enjoyment of their accommodations and that will be conducive to maintaining the unit in a decent, safe, and sanitary condition. Borrower shall refrain from illegal activity or other activity that impairs the physical or social environment of the unit and the neighborhood.

7. **Code Compliance.** The improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and, upon their completion, shall comply therewith and with the rules of any board having jurisdiction.

8. **Protection of Lender's Security.** If Borrower fails to comply with or perform any of the terms, covenants, or conditions of this Leasehold Deed of Trust requiring the payment of any amount of money by Borrower, other than the principal amount of the loan evidenced by the Promissory Note, interest, and other charges, as provided in the Promissory Note, Lender may, at its option, and
upon notice to Borrower, make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph shall carry the same interest and rate as the Promissory Note, and shall become additional debt of Borrower secured by this Leasehold Deed of Trust. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action.

9. **Inspection.** Lender, by any of its agents or representatives, shall have the right to inspect the Property at any reasonable hour of the day.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements in this Leasehold Deed of Trust shall bind and benefit the respective successors and assigns of Lender and Borrower, subject to the provisions of the Promissory Note. Any Borrower who co-signs this Leasehold Deed of Trust but does not execute the Promissory Note (a) is co-signing this Leasehold Deed of Trust only to convey that Borrower's interest in the Property to Trustee under the terms of this Leasehold Deed of Trust, (b) is not personally obligated to pay the sums secured by this Leasehold Deed of Trust, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Leasehold Deed of Trust or the Promissory Note, without that Borrower's consent and without releasing that Borrower or modifying this Leasehold Deed of Trust as to that Borrower's interest in the Property.

11. **Events of Default.** The principal amount owing on the Promissory Note together with interest, all other charges, and all other amounts of money Borrower owes to Lender pursuant to and secured by this Leasehold Deed of Trust shall immediately become due and payable without notice or demand (a) upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for Borrower or any of the Property to Borrower; (b) upon the filing of a petition by or against Borrower; (c) under the provisions of any state insolvency law; (d) under the provisions of the Bankruptcy Act of 1898, as amended; or (e) upon Borrower's assignment for the benefit of Borrower's creditors. Lender is authorized to declare, at its option, all or part of the indebtedness immediately due and payable upon the occurrence of any of the following Events of Default:

   a. Failure to pay the amount of any installment of principal and interest or other charges payable on the Promissory Note prior to the due date of the next installment;

   b. Borrower's nonperformance of any covenant, agreement, term, or condition of the Promissory Note, this Leasehold Deed of Trust, the Affordable Rental Development Program Agreement, the Restrictive Covenant, or the Lease Agreement, except as otherwise provided in any agreements made between Borrower and Lender, if Borrower has been given due notice by Lender of such nonperformance;

   c. Lender's discovery of (i) Borrower's failure in any of Borrower's applications to Lender to disclose any fact deemed by Lender to be material, or (ii) Borrower's misrepresentation of any fact deemed by Lender to be material in any of the agreements entered into between Borrower and Lender, including, but not limited to, the Promissory Note and this Leasehold Deed of Trust;
d. The sale, lease, or other transfer of any kind or nature of the conveyed Property, or any part thereof, without the prior written consent of Lender, excluding (i) the creation of a lien or encumbrance subordinate to this mortgage; (ii) the creation of a purchase-money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iv) the grant of any subsequent leasehold interest of three years or less not containing an option to purchase. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Borrower and the party to whom the mortgaged property is to be sold or transferred execute a written assumption agreement acceptable to Lender, (v) transfers of partnership interest in Borrower, (vi) transfers in accordance with the Lease Agreement and (vii) the deed of trust in favor of ______________ Bank and/or any refinancing thereof. Notwithstanding any assumption agreement, Borrower will continue to be obligated under the Promissory Note and this Leasehold Deed of Trust unless Lender releases Borrower in writing.

Lender's failure to exercise any of its rights hereunder shall not constitute a waiver thereof.

12. Surrender of Property. After the happening of any Event of Default and upon Lender's demand, (i) Borrower shall surrender its possession of its interest in the Property to Lender; (ii) Lender may enter the Property, let it, and collect all rents that are due or will become due and apply these rents, after payment of all charges and expenses, toward the indebtedness hereby secured, with all rents and all leases existing at the time of the Event of Default assigned to Lender as further security for the payment of the indebtedness secured hereby; and (iii) Lender may dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to Lender.

If Borrower occupies the Property or any part thereof, Borrower agrees to surrender possession of its interest in the Property immediately after any default hereunder. If Borrower remains in possession after default, such possession shall be as a tenant of Lender, and Borrower shall pay in advance, upon demand by Lender, as a reasonable monthly rental for the premises occupied by Borrower, an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments payable in the current calendar year, plus the actual amount of the annual ground rent, taxes, assessments, water rates, other governmental charges, and insurance premiums payable in connection with the Property during the year. Upon the failure of Borrower to pay such monthly rental, Borrower may be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the occurrence of any Event of Default, as determined in the sole discretion of Lender, who shall give notice of such determination to Borrower. In the case of foreclosure and the appointment of a receiver of the rents, this covenant shall inure to the benefit of the receiver.

13. Acknowledgment of Borrower. Within ten days upon request in person or within twenty days upon request by mail, Borrower will promptly furnish a written statement in a form satisfactory to Lender, signed by Borrower and duly acknowledged, of the amount then owing on the Promissory Note and other indebtedness secured by this Leasehold Deed of Trust, and whether any offsets or defenses exist against the indebtedness or any part thereof.
14. **Notice.** Notice and demand or request may be made in writing and may be served in person or by mail.

15. **One Parcel.** The Property may be sold in one parcel in a foreclosure sale.

16. **Assignment of Rents.** Borrower will not assign the rents, if any, in whole or in part from the Property, or any part thereof, without the prior written consent of Lender.

17. **Acceleration; Remedies.** Following Borrower’s breach of any covenant or agreement under this Leasehold Deed of Trust, the Promissory Note, the Restrictive Covenant, or the accompanying Affordable Rental Development Program Agreement all sums Borrower owes to Lender under this Leasehold Deed of Trust or under the Promissory Note shall immediately become due and payable at the option of Lender. After first advertising for twenty-one days by three weekly notices providing the time, place, and terms of sale in a newspaper published in Knox County, Tennessee, Trustee is authorized to sell Borrower’s interest in the Property at public auction to the highest bidder for cash, in bar of all of Borrower’s statutory and other rights of redemption, homestead, dower, and all other rights or exemptions of every kind, all of which are expressly waived. The parties in interest waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this Trust, or required by the laws of Tennessee. Upon the sale, Trustee is authorized to execute and deliver an instrument conveying Borrower’s interest in the Property to the purchaser and to place the purchaser in possession of such interest in the Property, and will from that moment be a subtenant at will of the purchaser, and be removable by process, such as forcible and unlawful detainer, agreeing to pay the purchaser the reasonable rental value of the Property after the sale. Trustee shall apply the proceeds of the sale in the following order: (i) to pay the costs and expenses of executing this trust, and all sums expended on account of the costs of litigation, attorneys’ fees, ground rents, taxes, insurance premiums, or any advances made or expenses incurred on account of the Property sold, with interest; (ii) to pay off the debt secured by this Leasehold Deed of Trust, including accrued interest as well as any other sums Borrower owes Lender pursuant to this instrument; (iii) to retain as compensation a commission of one percent; and (iv) to pay the balance, if any, to Borrower upon delivery and surrender to the purchaser of possession of the Property sold, less the expense, if any, of obtaining possession.

18. **Substitute Trustee.** Lender, at Lender’s option, may remove Trustee appointed hereunder and appoint a successor trustee by an instrument recorded in the county in which this Leasehold Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon the Trustee herein and by applicable law.

19. **Lender in Possession.** It is a condition of this conveyance that Borrower shall retain possession of its interest in the Property until there is an Event of Default under this Leasehold Deed of Trust, the Promissory Note, the Restrictive Covenant, or the Affordable Rental Development Program Agreement. After an Event of Default, Trustee or Lender shall have the right to collect the rents, issues, and profits of the Property. If an Event of Default occurs, Trustee, in addition to the power of sale as provided above, shall have the right to proceed in a court of equity to foreclose this Leasehold Deed of Trust and shall be entitled to the appointment of a receiver to collect the rents, issues, and profits of the Property, pending such sale.
20. **Performance by Borrower under Lease Agreement.** Borrower agrees to perform every covenant and condition of the Lease Agreement to be fulfilled or performed and to give immediate notice to Lender of any notice of default from Borrower’s landlord, together with a copy of such notice.

21. **Release.** Upon payment of all sums secured by this Leasehold Deed of Trust, Lender shall release this Leasehold Deed of Trust.

22. **Waivers.** Borrower waives all right of homestead, equity of redemption, and statutory right of redemption, and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

23. **Hold Harmless.** Borrower shall hold Lender and Trustee harmless from all costs and expenses incurred by reason of any action, suit, proceeding, hearing, motion, or application before any court or administrative body in and to which Lender or the Trustee may be or become a party by reason of this Leasehold Deed of Trust as well as any other proceeding where proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of this Leasehold Deed of Trust. All money paid or expended by Lender or Trustee in this regard, together with interest from the day of such payment, shall be added to the indebtedness secured by the Promissory Note and this Leasehold Deed of Trust and, except as otherwise provided, shall be immediately and without notice due and payable by Borrower to Lender.

24. **Grammatical Uniformity.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25. The standstill provision contained in Section 17 of the Promissory Note is incorporated by reference herein.

26. This Leasehold Deed of Trust is and will be subordinate to the extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) recorded or to be recorded against the Property.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Leasehold Deed of Trust.

**IN WITNESS WHEREOF,** Borrower has executed this Leasehold Deed of Trust.

**CASWELL MANOR, LP**

**BY:**

**CASWELL MANOR GP, LLC**

*Its: General Partner*
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public in and for Knox County, Tennessee, personally appeared Bruce W. Spangler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that as the President of Caswell Manor GP, LLC, General Partner of Caswell Manor, LP is authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _______________, 2020.

My commission expires: _______________

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0. TAX EXEMPT TRANSACTION. GOVERNMENT AGENCY IS HOLDER OF INDEBTEDNESS.
EXHIBIT "A"

SITUATED in District No. Two of Knox County, Tennessee, within the 15th Ward of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the northern right-of-way of E. Fifth Avenue at the intersection of the western right-of-way of the Myrtle Street (closed); thence along the northern right-of-way of E. Fifth Avenue, South 66 deg. 21 min. 59 sec. West, 249.86 feet to an iron pin set in the northern right-of-way of E. Fifth Avenue at the intersection of the eastern right-of-way of the Winona Street; thence leaving E. Fifth Avenue and with Winona Street a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet and a chord bearing and distance of North 68 deg. 38 min. 01 sec. West, 35.36 feet to an iron pin set in the eastern right-of-way of Winona Street; thence continuing with the eastern right-of-way of Winona Street, North 23 deg. 38 min. 01 sec. West, 132.00 feet to an iron pin set in the centerline of a closed 14 foot alley; thence leaving the eastern right-of-way of Winona Street and with the centerline of a closed 14 foot alley, North 66 deg. 21 min. 59 sec. East, 300.00 feet to an iron pin set in the centerline of a closed 14 foot alley and the western right-of-way of Myrtle Street (closed); thence leaving the closed 14 foot alley and with the western right of way of Myrtle Street (closed), South 23 deg. 38 min. 01 sec. East, 7.00 feet to an iron pin set in the western right of way of Myrtle Street (closed), thence continuing with the western right of way of Myrtle Street (closed), South 23 deg. 34 min. 03 sec. East, 125.03 feet to an iron pin located in the western right-of-way of Myrtle Street (closed); thence continuing with the western right of way of Myrtle Street (closed), a curve to the right having a radius of 25.00 feet, an arc length of 39.24 feet and a chord bearing and distance of South 21 deg. 23 min. 58 sec. West, 35.33 feet to the POINT OF BEGINNING, being approximately 1.027 acres, more or less, according to the survey of Ned D. Ferguson, TN RLS No. 1643, dated July 18, 2020, last revised August 7, 2020, bearing Drawing No. 7D620. Surveyor's address is Professional Land Systems, 205 Lamar Avenue, Clinton, Tennessee 37716. (Specific reference is made to plat captioned “Resubdivision of Lots 7 thru 12 Block 18 Elmwood Addition” of record in Plat Cabinet M, Slide 221B in the Register’s Office for Knox County, Tennessee.)

BEING property conveyed to Caswell Manor, LP by Warranty Deed from Positively Living, said Warranty Deed being dated August 17, 2020 and of record as Instrument No. 202008170013350 in the Register’s Office for Knox County, Tennessee. Specific reference is made to the Scrivener’s Affidavit of record as Instrument No. 202009010018156 in the aforesaid Register’s Office.
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay, attorneys’ fees or expenses which arise by reason of:

1. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.

2. Taxes for the year 2020, and all taxes for subsequent years.

3. Covenant and restrictions filed for record as Instrument No. 20020417009633, Instrument No. 2003051901096263, as corrected by Instrument No. 200312150061838, and Instrument No. 2003122220084066, and Instrument No. 2016071600208604, all in the Knox County Register of Deeds Office, but omitting any covenant or restriction based on race, color, religion, sex, handicapped, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 45, Section 3967, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

4. Matters depicted or disclosed by plat filed for record in Plat Cabinet M, Slide 22-18 in the Knox County Register of Deeds Office.

5. Reservations of easements for any and all drainage facilities and utilities contained in Ordinance No. O-509-94, and that deed from the City of Knoxville to Positively Living, dated July 21, 2020, filed for record as Instrument No. 202007230006272 in the Knox County Register of Deeds Office.

6. ALTNSPS5/Land Title Survey by Ted D. Ferguson, TN R.S. No. 1045, dated July 19, 2020, last revised August 7, 2020, bearing Drawing No. 70620 discloses the following:
   a) 10' utility and drainage easements located inside all lots lines, as shown;
   b) Gas line running inside northern boundary, as shown;
   c) Stormwater line running inside northern boundary, as shown; and
   d) Fence line appurtenant to subject property lying within the E. Fifth Avenue and Myrtle Street rights-of-way.

7. Deed of Trust, Security Agreement, and Fixture Filing from Caswell Manor, LP, a Tennessee limited partnership, to Ryan L. Russell, Trustee for Citizens National Bank, securing an original indebtedness in the amount of $980,000.00, dated as of August 17, 2020, filed for record as Instrument No. 202008170113531 in the Knox County Register of Deeds Office.

8. Absolute Assignment of Leases, Rents, and Profits from Caswell Manor, LP, a Tennessee limited partnership, to Citizens National Bank, dated as of August 17, 2020, filed for record as Instrument No. 20200817011332 in the Knox County Register of Deeds Office.

NOTE: This policy does not insure the exact square footage and/or acreage set out in the description in Schedule A hereof.
AGENDA DATE: October 6, 2020

DEPARTMENT: Community Development

DIRECTOR: Becky Wade

AGENDA SUMMARY A Resolution authorizing the Mayor to execute a quitclaim deed to Lloyd Edward Owens for one parcel of property located at 2226 Riverside Drive, Parcel ID No. 094-FD-016, within the limits of the City of Knoxville pursuant to the Homemakers Program for a contract sales price of $3,500.00.

COUNCIL DISTRICT(S) AFFECTED 6

BACKGROUND This property was acquired by the City of Knoxville by Quitclaim Deed dated, May 17, 2019 (Inst. # 201906210076002). It has been active on the Homemakers listing since October 23, 2019 as a vacant, unimproved 50' x 144' x irr lot. The Homemaker Committee approved the application for purchase on August 26, 2020 with an Agreement executed September 14, 2020, and Housing & Neighborhood Development's Infill Housing Design Review Committee received application September 16, 2020 for review.

OPTIONS Approve or deny the request.

RECOMMENDATION Approve the request.

ESTIMATED PROJECT SCHEDULE Transfer of property will take place upon preparation of appropriate conveyance documents by the City of Knoxville's Law Department. The Homemaker shall commence construction within 180 days of transfer of the property and complete the project within a maximum of one year after delivery of the deed.

PRIOR ACTION/REVIEW N.A.

FISCAL INFORMATION Contract sales price is $3,500.

ATTACHMENTS:
- Resolution (DOCX)
- QC Deed (DOCX)
- 2226 Riverside Drive_ExctdHmkrAgrmnt (PDF)
- 2226 Riverside Drive_Map (PDF)
- Escrow Agrmt (DOCX)
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [8 TO 1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Tommy Smith, First District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
<tr>
<td>NAYS:</td>
<td>Amelia Parker</td>
</tr>
</tbody>
</table>
RESOLUTION

RESOLUTION NO: ___ R-286-2020 ___

REQUESTED BY: Community Development

PREPARED BY: Law _________________

APPROVED: ___ 10-6-2020 ___

APPROVED AS AN EMERGENCY

MEASURE: _________________________

MINUTE BOOK: ___ 84 ___ PAGE ___

WHEREAS, by Ordinance No. O-207-95, the City of Knoxville has established a process called the Homemakers Program to dispose of properties acquired through the Blighted Property Ordinance and other properties acquired by or under control of the City of Knoxville Community Development Department in order to meet the City's housing and community development objectives; and

WHEREAS, the City of Knoxville owns property located at 2226 Riverside Drive, Parcel ID No. 095-FD-016 (“Property”), more specifically described in the deed whereby the City of Knoxville acquired the Property, which is recorded as Instrument No.
201906210076002 in the Knox County Register’s Office, to which deed specific reference is made for a more particular description of the Property; and

WHEREAS, the Homemaker’s Committee selected Lloyd Edward Owens (“Homemaker”) to purchase the Property and the Homemaker has agreed to purchase the Property, under the conditions set forth in the Homemaker Agreement for a contract sales price of $3,500.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute a quitclaim deed to Lloyd Edward Owens in consideration of $3,500.00 and in compliance with the requirements of the Homemakers Program for one parcel of property located at 2226 Riverside Drive, Parcel ID No. 095-FD-016.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

_________________________________
Presiding Officer of the Council

Recorder
QUITCLAIM DEED

THIS INDENTURE is made this _____ day of ______________, 2020, between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee (“Grantor”), and LLOYD EDWARD OWENS, 11707 Yarnell Road, Knoxville, Tennessee 37923 (“Grantee”).

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of $3,500.00 in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City, subject to the right of reversion hereinafter described, has quitclaimed and conveyed unto Grantee the following described premises:

SITUATED in District One (1) of Knox County, Tennessee, and within the 12th Ward of the City of Knoxville, Tennessee, and being known and designated as Part of Lot 8, W. R Johnson Addition, as shown by map of record in Map Book 9, Page 127, in the Register’s Office for Knox County, Tennessee, and being more fully described as follows:

BEGINNING at a point on the South side of Riverside Drive, 50 feet West from the Southwest corner of the intersection of Riverside Drive and Birdsong Avenue; thence Southerly 144 feet to a stake on the North line of an alley; thence Eastwardly along said alley, 40.17 feet to a stake on the West line of Birdsong Avenue; thence Northwardly along the West line of Birdsong Avenue, 144 feet to a stake at the Southwest corner of Birdsong Avenue and Riverside Drive; thence Westwardly along the south line of Riverside Drive, 50 feet to the point of BEGINNING.

BEING the same property conveyed to the City of Knoxville from Knoxville Utilities Board, by Quitclaim Deed, dated May 17, 2019, and of record as Instrument No. 201906210076002 in the Register’s Office for Knox County, Tennessee.

Being known as 2226 Riverside Drive, Knoxville, Tennessee.

This conveyance is subject to compliance by Grantee with the obligations contained in the Homemaker Agreement executed by Grantee on September 14, 2020, which is attached as Exhibit A, all obligations of which are incorporated into this deed as fully as if set out herein verbatim. By accepting this deed, the Grantee, and Grantee’s heirs and assigns, agree to be bound by and fully perform such obligations, which shall be in full force and effect from the date of this deed until Grantee completes all of the activities described in the Homemaker Agreement, at which time Grantee
shall request a Release and Certificate of Completion from the City, which shall release the right of reversion and which shall be duly recorded in the Knox County Register of Deeds Office.

The property shall be forfeited and shall revert to the City if Grantee fails to comply with the terms and conditions of the Homemaker Agreement OR if Grantee violates any applicable provision of Title IV, Chapter 22, Part 6 of Tennessee Code Annotated relating to discrimination in housing and financing.

If Grantee fails to comply with any of the above-stated conditions, the property reverts to the City along with the earnest money payment of $3,500.00. The reverter of title reserved by the City shall be subject to, and shall not impair, the lien of any trust deed securing the financing for the rehabilitation of the property in existence at the time of the breach resulting in the reversion.

IN WITNESS WHEREOF, the City has executed this deed on the day and year first above written.

APPROVED AS TO FORM: CITY OF KNOXVILLE

___________________________ BY: ______________________________
CHARLES W. SWANSON INDYA KINCANNON
LAW DIRECTOR MAYOR

STATE OF TENNESSEE )
COUNTY OF KNOX )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Indya Kincannon, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the Mayor of the City of Knoxville, a municipal corporation, and being so authorized executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal this ___ day of _____________, 2020.

___________________________
NOTARY PUBLIC

My Commission Expires: ______________

STATE OF TENNESSEE )
COUNTY OF KNOX )

Responsible taxpayer/owner(s): Lloyd Edward Owens
11707 Yarnell Road
Knoxville, Tennessee 37923
I, Lloyd Edward Owens, hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $__________________.

Affiant: ________________________________

SUBSCRIBED to and sworn to before me this _______ day of _____________________, 2020.

My Commission Expires: ______________ Notary Public
HOMEMAKERS PROPERTY DISPOSITION PROGRAM

HOMEMAKER AGREEMENT

City of Knoxville – Community Development Department

THIS HOMEMAKER AGREEMENT ("Agreement") is made by and between the City of Knoxville’s Community Development Department, a department of the City of Knoxville, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Street, Knoxville, TN 37902 ("Department"), and Lloyd Edward Owens, 11707 Yarnell Road, Knoxville, TN 37923 ("Homemaker").

WITNESSETH:

WHEREAS, by Ordinance No. O-207-95, the City of Knoxville ("City") has established a process called the Homemakers Program to dispose of properties acquired through the Blighted Property Ordinance and other properties acquired by or under control of the Department in order to meet the City's housing and community development objectives; and

WHEREAS, the City owns property located at 2226 Riverside Drive, Parcel ID No. 095-FD-016 ("Property"), which is more specifically described in the Quit Claim Deed whereby the City acquired the Property, which is recorded as Instrument No. 201906210076002 in the Knox County Register’s Office, to which Instrument specific reference is made for a more particular description of the Property; and

WHEREAS, the Homemaker has been selected by the Homemakers Program Committee to purchase the Property and the Homemaker has agreed to purchase the Property, under the conditions set forth in this Agreement; and

WHEREAS, said conveyance shall be made only under the prescribed conditions of this Agreement;

NOW, THEREFORE, the City and the Homemaker, for the mutual considerations stated herein, agree as follows:

1. The total purchase price for the fee simple title to the Property is $3,500.00. The Homemaker will deposit $3,500.00 as earnest money. The City will hold said deposit in escrow until transfer of title. The Homemaker is responsible for any financing arrangements that must be made to pay any balance due.

2. Final authorization for the transfer of title is subject to the approval of the Knoxville City Council.
3. The Homemaker agrees to surrender possession of, and any interest in, the Property upon breach of this Agreement or of the Deed. The Homemaker agrees to sign an Escrow Agreement and a reversionary Quitclaim Deed that will transfer property back to the City in the event that the Homemaker fails to fulfill the obligations under this Agreement. The City will hold the reversionary Quitclaim Deed in escrow until the Homemaker fulfills all of the obligations set forth in this Agreement.

4. The Homemaker agrees to assume full responsibility for payment of all taxes on the Property as of the date of delivery of the Deed, paying all property taxes when due, never allowing them to become delinquent.

5. The Homemaker agrees to assume full responsibility for obtaining and maintaining adequate hazard and/or builders' risk insurance as of the date of delivery of the Deed, and will provide certificates, endorsements, and policies evidencing such insurance upon the City's request.

6. The Homemaker agrees to accept title upon delivery of the Deed by the City.

7. The Homemaker agrees to use the Property as proposed in the Homemakers Program application submitted to and approved by the Department. The proposed use for this property is:

   Newly constructed single-family, one-story, Craftsman style 3BR/2BA home with crawl space at approximately 1,200sf. The home will be energy efficient, ADA Visitable, designed to be in keeping with the style and cost of similar properties in the neighborhood. Upon the home's completion it will be sold at a Fair Market price.

(For definition of Knoxville, Tennessee’s FY20 Fair Market Rents, refer to Department of Housing and Urban Development’s Federal Register/Vol. 83, No. 169/August 30, 2019 “Final Fair Market Rents for Fiscal Year 2020,” For FY19 Income Limits and Notice PDR-2019-02, refer to “Transmittal of Fiscal Year 2019 Income Limits” issued April 24, 2019). For your convenience, a consolidated form of this information is attached hereto as Exhibit A.

8. The Homemaker agrees to complete the rehabilitation and/or construction of the structure located on the Property within one (1) year of the date of delivery of the Deed. The Homemaker will begin the work necessary to rehabilitate the structure located on the Property within 180 days of the transfer of the Property to the Homemaker. All work shall comply with all applicable City codes, inspection and permitting rules, approved plans and specifications, and the applicable Infill Housing Guidelines for the proposed work.

9. The Homemaker agrees to submit all necessary plans within 90 days (no later than December 13, 2020) of the date of this Agreement for the rehabilitation and/or construction of the structure located on the Property. This Agreement is subject to cancellation by the Department if the Homemaker fails to complete this obligation within 90 days of the date of this Agreement.

10. The Homemaker agrees to obtain a written commitment from any and all lenders for all necessary financing for the purchase, rehabilitation and/or construction required by this Agreement within 120 days (no later than January 12, 2021) of the date of this Agreement. The Homemaker will provide, or cause to be provided, to the City supportive documents from the lender(s) fully disclosing the financing terms. This Agreement is subject to cancellation by the Department if the Homemaker fails to complete this obligation within 120 days of the date of this Agreement.
11. During the period beginning upon delivery of the Deed and continuing to the date the City issues a notice of completion of the rehabilitation, the Homemaker agrees to secure and maintain the Property.

12. The Homemaker agrees that if the Property is a contributing property within a potential Historic District, a National Register District, a Redevelopment Area, or an H-1 Historical Zoning Overlay, then all rehabilitation work, new construction or other alterations shall conform to the specific area requirements.

13. Time is of the essence with respect to all matters to be performed pursuant to this Agreement.

14. The Homemaker will permit inspections at reasonable times by the Department’s staff and designated agents to determine compliance with the terms of this Agreement.

15. The Homemaker agrees to provide to the City the following information about the family or individual that initially occupies the structure located on the property: income, family size, race, sex of head of household, elderly and handicap status. The Homemaker will submit the information on the form attached hereto as Exhibit B.

16. The Homemaker agrees to comply with all applicable Federal requirements related to the construction, sale, rental, and financing of the housing units constructed and/or rehabilitated on the Property, including, but not limited to, lead-based paint hazard elimination regulations, the Civil Rights Act of 1964, and the Fair Housing Act, and related regulations.

17. The Homemaker agrees to maintain the Property in accordance with all applicable City codes and ordinances related to the maintenance of property standards, and shall not allow the Property to fall into disrepair or blight.

18. Notices shall be given between the parties in writing, and shall be delivered to the addresses of the parties set forth below their respective signatures. All notices shall be either personally delivered, or mailed through the U.S. Postal Service, postage prepaid, in a sealed envelope, certified mail, return receipt requested. Notices shall be deemed given when personally delivered, or the day following deposit in the U.S. Postal Service as aforesaid.

19. Transfer of title shall take place no later than 150 days from the date of execution of this Agreement. If transfer of title does not take place by said date, then this Agreement is subject to cancellation by the Department.

20. If the circumstances surrounding or the facts underlying the decision of the Department to transfer the Property through the Homemaker’s Program have materially changed between the date of the execution of this Agreement and closing, and said changes are outside the control of the parties and could not have been avoided by the exercise of due care, then the Department, in its sole discretion, reserves the right to cancel this Agreement and shall return the earnest money deposit to the Homemaker.
21. If it becomes necessary to enforce this Agreement through an attorney, or by institution of litigation or other proceedings, the prevailing party, in addition to all other damages or remedies that may be awarded, shall be entitled to receive all costs, out-of-pocket expenditures, and reasonable attorneys’ fees.

22. It is expressly understood and agreed that this Agreement contains the entire agreement between the Department and the Homemaker and that, except as otherwise provided herein, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this Agreement. All conditions of this Agreement shall be satisfied at or before closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned Homemaker on the 14th day of September, 2020.

By: Lloyd Edward Owens
11707 Yarnell Road
Knoxville, TN 37923

STATE OF TENNESSEE )
COUNTY OF KNOX )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Lloyd Edward Owens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that he executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal at office in Knox County, Tennessee this the 14th day of September, 2020.

My Commission Expires: August 1, 2021

NOTARY PUBLIC – Kathy D. Ellis

PACKET PG. 177
Acceptance of Agreement

By acceptance of this Agreement, the undersigned representative of the Community Development Department agrees to recommend to the Knoxville City Council that it authorize the Mayor of the City of Knoxville to execute a Quitclaim Deed, conveying the Property to the Buyer in consideration of $3,500.00 and compliance with all the provisions of this Homemaker Agreement.

By:  
Rebecca Wade, Director  
Community Development Department  
City-County Building – 5th Floor  
400 Main Street  
Knoxville, TN 37902

Date: September 14, 2020

STATE OF TENNESSEE )
COUNTY OF KNOX )

Personally appeared before me, a Notary Public in and for the County and State aforesaid, Rebecca Wade, with whom I am personally acquainted and who, acknowledged herself to be Community Development Director of the City of Knoxville, a municipal corporation, and being so authorized executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal at office in Knox County, Tennessee this the 14th day of September, 2020.

NOTARY PUBLIC – Kathy D. Ellis  
My Commission Expires: August 1, 2021
Exhibit "A"
HOMEMAKERS PROGRAM

FY 2020 Knox County Fair Market Rents for All Bedroom Sizes

<table>
<thead>
<tr>
<th>FY 2020 FMRs By Unit Bedrooms</th>
<th>Efficiency</th>
<th>One-Bedroom</th>
<th>Two-Bedroom</th>
<th>Three-Bedroom</th>
<th>Four-Bedroom</th>
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<tr>
<td>FY 2020 Fair Market Rent</td>
<td>$624</td>
<td>$742</td>
<td>$915</td>
<td>$1,198</td>
<td>$1,476</td>
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Federal Register/ Vol. 84, No. 169/August 30, 2019
Fair Market Rents Fiscal Year 2020
Effective 10/01/2019

Revised 10/22/2019

FY 2019 Income Limits Summary

<table>
<thead>
<tr>
<th>FY 2019 Income Limit Area</th>
<th>Median Income Limit Category</th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
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<tbody>
<tr>
<td>Knox County</td>
<td>Very Low Income (50%) limits</td>
<td>$24,500</td>
<td>$28,000</td>
<td>$31,500</td>
<td>$34,950</td>
<td>$37,750</td>
<td>$40,550</td>
<td>$43,350</td>
<td>$46,150</td>
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<td></td>
<td>Extremely Low (30%) income limits</td>
<td>$14,700</td>
<td>$16,910</td>
<td>$21,330</td>
<td>$25,750</td>
<td>$30,170</td>
<td>$34,590</td>
<td>$39,010</td>
<td>$43,430</td>
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<tr>
<td></td>
<td>Low (80%) income limits</td>
<td>$39,150</td>
<td>$44,750</td>
<td>$50,350</td>
<td>$55,900</td>
<td>$60,400</td>
<td>$64,850</td>
<td>$69,350</td>
<td>$73,800</td>
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</table>

NOTE: Knox County is part of the Knoxville, TN MSA. The Knoxville, TN MSA contains the following areas: Anderson County, TN; Blount County, TN; Knox County, TN; Loudon County, TN; and Union County, TN.

Rvsd 4/29/19

K/Kathy/FairMarketRent FY2019 & IncomeLimits 2019

Packet Pg. 179
Homemaker Application - Exhibit "B"

HOMEMAKERS PROGRAM
TOTAL COST AND DEMOGRAPHICS

Address of Property: 2226 Riverside Drive
Knoxville, TN 37915

CLT: 095-FD-016

OWNER: Cost of Lot and/or Structure $3,500
Construction and/or Rehab Costs $_______
Soft Costs $_______
(Examples: taxes, insurance, utilities, mowing, closing costs, construction payments, etc.)
TOTAL COSTS $_______

BUYER:
Sales Price: $_______ Date Sold __________ or

 TENANT:
Monthly Rent: $_______ Date Rented or Leased: __________ Sec 8? □ Yes □ No

<table>
<thead>
<tr>
<th>Head of Household</th>
<th>Race ** (Choose from List Below)</th>
<th>Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

* Head of Household - Choose From:
1 Married Couple
2 Single Female

** Race - Choose From:
1 White
2 Black/African American
3 American
4 American Indian/Alaskan Native
5 Native Hawaiian/Other Pacific Islander
6 American Indian/Alaskan & White
7 Asian & White
8 Black/African American & White
9 Amer. Indian/Alaskan Native & Black/African Amer.
10 Other multi-racial

Total Annual Family Income:
□ $0 - $24,999
□ $25,000 - $49,999
□ $50,000 - $74,999
□ $75,000 +

□ Yes □ No
□ Yes □ No
□ Male □ Female
□ Yes □ No
□ Yes □ No
□ Yes □ No

Rvsd 2/18/15
ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into on this ___ day of ________________, 2020 between CITY OF KNOXVILLE ("City") and Lloyd Edward Owens, 11707 Yarnell Road, Knoxville, Tennessee 37923 ("Homemaker").

RECITALS

A. Homemaker has this date entered into an agreement with City under the Homemaker Program.

B. Under the Homemaker Program, the City, by quitclaim deed, and subject to certain reversionary clauses, has conveyed to Homemaker a certain tract of land located at 2226 Riverside Drive, Knoxville, Tennessee, Parcel ID No. 095-FD-016 ("Property") in the City of Knoxville, Knox County, State of Tennessee.

C. Homemaker has executed, among other documents, a “Homemaker Agreement” dated September 14, 2020, requiring Homemaker to perform or refrain from performing certain acts, the breach of which could result in a default under the Homemaker Agreement and cause the Property to revert back to the City.

D. To avoid unnecessary time, expense, and litigation in recovering the Property in the event of breach and reversion, the parties have agreed that Homemaker shall execute a quitclaim deed back to the City.

E. The parties have also agreed that the quitclaim deed to the City shall be delivered and become operative only if Homemaker breaches the obligations under the Homemaker Agreement.

TERMS

For and in consideration of the Property, the parties agree as follows:

1. A quitclaim deed from Lloyd Edward Owens, to the City bearing a notary acknowledgment dated __________________________ is delivered in escrow to the City of Knoxville Community Development Department;

2. This quitclaim deed shall remain in escrow until either (a) breach of the Homemaker Agreement by Homemaker, or (b) until completion of all obligations described in the Agreement;

3. If Homemaker breaches any of the provisions of the Homemaker Agreement, the City may, at its option and at any time, deem the quitclaim deed to be delivered and cause said instrument
to be presented to the Register of Deeds of Knox County, Tennessee, for recording;

4. If Homemaker fully performs all terms and conditions of the Homemaker Agreement, then this quitclaim deed shall be delivered back to Homemaker and said quitclaim deed shall be of no further effect;

5. This Escrow Agreement shall terminate upon delivery of the quitclaim deed for either of the above-mentioned events; and

6. This Escrow Agreement may be modified or amended only by written agreement of both parties.

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed as of the day and year first above written.

APPROVED AS TO FORM:  

CITY OF KNOXVILLE

______________________________
Charles W. Swanson
Law Director

______________________________
Indya Kincannon, Mayor

______________________________
Lloyd Edward Owens

STATE OF TENNESSEE )
COUNTY OF KNOX )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Indya Kincannon, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the Mayor of the City of Knoxville, a municipal corporation, and being so authorized executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and official seal this ___ day of _____________________, 2020.

My Commission Expires: ________________ NOTARY PUBLIC
STATE OF TENNESSEE  
COUNTY OF KNOX  

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Lloyd Edward Owens, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of ____________________, 2020.

My Commission Expires: _____________  
NOTARY PUBLIC

R:\GShields\Community Development\Homemaker Program\Owens - 2226 Riverside Drive\Escrow Agrmt.docx
AGENDA DATE: October 6, 2020
DEPARTMENT: Engineering
DIRECTOR: Harold Cannon

AGENDA SUMMARY
A Resolution authorizing the Mayor to execute any and all documents necessary to apply for and, if awarded, accept a grant from the Environmental Protection Agency (EPA) in an amount up to $300,000.00 with no City match required to be used to conduct assessments of Brownfield sites.

COUNCIL DISTRICT(S) AFFECTED
6th District (Gwen McKenzie)

BACKGROUND
The Environmental Protection Agency (EPA) announced a Request for Applications for its Fiscal Year 2021 Brownfield Assessment Grant Program. In 2009, the City of Knoxville was awarded a total of $400,000 in Brownfield Assessment grant funds from the EPA to conduct Phase I and Phase II environmental assessments of properties within the South Waterfront Redevelopment Area and Downtown North Areas in order to aid in the redevelopment of these historically industrial, commercial and residential areas.

Additionally, in October 2015, the City was a recipient of two Brownfield Clean Up Grants for the former Sanitary Laundry Building and the former McClung Warehouse sites.

If selected, assessments will be performed on selected sites that are expected to create economic opportunity, jobs, as well as diversify the tax base. Community-wide grant funds will be used to perform Phase 1 and Phase 2 environmental site assessments on selected sites located east and west of the City's downtown including the Magnolia Avenue Warehouse District, Burlington, Five Points and sections of Mechanicsville. Grant funds will also be used to conduct community outreach activities.

The City of Knoxville has built a great relationship with our regulatory partners including EPA and the Tennessee Department of Environment and Conservation. (TDEC). EPA is supportive of communities building on their successes in regard to brownfields and TDEC has expressed encouragement for the City to apply for this grant opportunity.

OPTIONS
Approve or Deny

RECOMMENDATION
City Staff recommends approval

**ESTIMATED PROJECT SCHEDULE**

EPA will review the submission and typically will provide a notice of awards in approximately 90 days. The life cycle of the grant if awarded is for 3 years. Regular quarterly reporting to EPA is required for the duration of this grant cycle.

**PRIOR ACTION/REVIEW**

None

**FISCAL INFORMATION**

The funding for this project is a Brownfield Assessment Grant that may be awarded to the City of Knoxville from EPA in an amount of approximately $300,000. There is no City match associated with this grant.

**ATTACHMENTS:**

- resolution, EPA 2021 Brownfield Assessment Grant Funds (DOC)
- Target Area Map (PDF)
- EPA-Brownfield signed grant form (PDF)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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<td>SECONDER:</td>
<td>Lauren Rider, Fourth District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
</tbody>
</table>
A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND, IF AWARDED, ACCEPT A GRANT FROM THE ENVIRONMENTAL PROTECTION AGENCY IN AN AMOUNT UP TO $300,000.00 WITH NO CITY MATCH REQUIRED TO BE USED TO CONDUCT ASSESSMENTS OF BROWNFIELD SITES.

WHEREAS, the Environmental Protection Agency (EPA) has announced a Request for Applications for its Fiscal Year 2021 Brownfield Assessment Grant Program; and

WHEREAS, this program provides funding for developing inventories of brownfield sites, prioritizing sites, conducting community involvement activities, planning, site assessments, and developing site-specific cleanup plans and reuse plans related to brownfield sites; and

WHEREAS, the City of Knoxville has previously been awarded Brownfield Assessment Grant Funds which have aided in the development of historically industrial, commercial and residential areas; and

WHEREAS, the City of Knoxville desires to apply for grant funds in an amount up to $300,000.00, with no local match required, and if awarded, use the funding to perform...
environmental assessments on selected sites including Magnolia Avenue Warehouse District, Burlington, Five Points, and sections of Mechanicsville.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: That the Mayor of the City of Knoxville be and hereby is authorized to execute any and all documents necessary to apply for and, if awarded, accept 2021 Brownfield Assessment Grant Funds in an amount up to $300,000.00, or in such other amount or under such other terms that may be advantageous to the City, to provide funding for assessments of brownfield sites.

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the city requiring it.

________________________
Presiding Officer of the Council

________________________
Recorder
TARGET AREA MAP
FY 2021 EPA BROWNFIELD ASSESSMENT GRANT APPLICATION
EAST MAGNOLIA CORRIDOR
KNOXVILLE, TENNESSEE

KEY:
- Brownfield Priority Site
- Opportunity Zone
- Distressed Area
- Magnolia Avenue Warehouse District Boundaries

Image Reference: Google Earth

Packet Pg. 189
GRANT ROUTING FORM

INFORMATION TO BE COMPLETED BY INITIATING DEPARTMENT

Please complete 1-15 electronically.
1. Grant Identifying Number N/A
2. Grantor Environmental Protection Agency (EPA)
3. Initiating Department Name Engineering
4. Organ Number 043310
5. Initiating Department Contact Dawn Michele Foster
6. Is the following information attached to this form?
   a. Grant Application ☑ Yes ☐ No
   b. Sample Award Agreement (in duplicate) ☐ Yes ☐ No
   c. Request to Legal for Resolution ☑ Yes ☐ No
7. Grant Amount $300,000
   (This is the amount from the grantor, not including any contributions from the City)
8. Match Amount $0
9. Is match amount currently budgeted? ☑ Yes ☐ No
   If not, what is the proposed source of the match? N/A
   No match required
10. Will any new positions be created by this grant? ☑ Yes ☐ No
    If so, how are these positions to be funded beyond the life of the grant? N/A
11. What other costs are associated with receipt of this grant? (Please note such things as future recurring costs needed to continue the relevant service.) None
12. Calculate the present value of the cost to the City of Knoxville for this grant, including any match or other upfront costs or future recurring costs. (Contact Jim York at 215-2013 for discount rate to be used.) N/A
13. Are there any grant restrictions that will result in the rebate of all or some portion of the grant proceeds? The grant has a 3-year time period
14. What is the life of the grant? 3 years from the date of award
15. Is this a reimbursement grant or an advance grant? No

Print document and submit to Finance Dept. This document requires 8 ½” x 14” (Legal) size paper.

INFORMATION TO BE COMPLETED BY FINANCE DEPARTMENT

1. Date Received 9-21-2020
2. Date to Analyst

ANALYST:

1. Responsible Analyst
2. Are all costs (match or other) associated with this acceptance of this grant currently budgeted?
   Brownfield grant application is not supposed to have any matching requirements; 100% federal funding.
3. Comments
4. Date to Finance Director 9-21-2020

FINANCE DIRECTOR:

1. Comments
2. Finance Director’s Signature
3. Date to Mayor 9-21-2020

INFORMATION TO BE COMPLETED BY MAYOR

1. Comments
2. Mayor’s Signature
   a. ☐ Approved (Forward to Legal)
   b. ☐ Denied (Return to Finance)
3. Date to Legal (if approved) or Finance (if denied)

INFORMATION TO BE COMPLETED BY LEGAL DEPARTMENT

1. Resolution prepared by
2. Date for Council Review
3. Return this form to analyst noted above upon preparation of resolution.
AGENDA SUMMARY A Resolution authorizing the Mayor to execute an agreement with Preen Construction, LLC for the Fire Station #4 Renovations Project for an amount not to exceed $426,282.00.

COUNCIL DISTRICT(S) AFFECTED

6th District (Gwen McKenzie)

BACKGROUND

Knoxville Fire Station #4, located at 2300 Linden Avenue, has been slated for significant interior improvements. Renovations are proposed to the living room, kitchen, locker room, sleeping quarters, exercise room, restroom facilities and watch station. In addition to the interior spaces, a new fire suppression system is proposed as well as upgraded HVAC ducts, electrical fixtures and plumbing fixtures.

OPTIONS

Approve or deny the resolution

RECOMMENDATION

Approve the resolution

ESTIMATED PROJECT SCHEDULE

Contracted work must be completed within 180 days from the issuance of the Notice to Proceed.

PRIOR ACTION/REVIEW

N/A

FISCAL INFORMATION

This contract will be funded by the Public Service Department's Capital Improvement Project fund for Fire Department Maintenance.

AIS prepared by Shawn Fitzpatrick, Civil Engineering Division, 215-6131.
ATTACHMENTS:

- resolution, Preen Construction, Fire Station No. 4 Renovations Project (DOC)
- agreement, Preen Construction, Fire Station 4 repairs (DOCX)
- Memo To Purchasing - Fire Station #4 Renovations (PDF)
- Fire Station #4 Renovations bid total (PDF)
- Preen Construction Bid (PDF)
- Fire Station #4 Plans 8-2020 (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lynne Fugate, At-Large Seat A
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PREEN CONSTRUCTION, LLC FOR THE FIRE STATION #4 RENOVATIONS PROJECT FOR AN AMOUNT NOT TO EXCEED $426,282.00.

WHEREAS, Fire Station #4, located at 2300 Linden Avenue, is in need of interior repairs; and

WHEREAS, the City of Knoxville (the “City”) advertised for bids for the Fire Station #4 Renovations Project (the “Project”); and

WHEREAS, the Project consists of renovations to the living room, kitchen, locker room, sleeping quarters, exercise room, restroom facilities and watch station along with installation of a new fire suppression system, upgraded HVAC ducts, and electrical and plumbing fixtures; and

WHEREAS, Preen Construction, LLC submitted the lowest qualified bid for said Project in the amount of $426,282.00; and
WHEREAS, Preen Construction, LLC has the necessary qualifications and expertise to perform said work and the Department of Engineering desires to enter into an agreement with Preen Construction, LLC for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement in substantially the same form as the agreement attached hereto with Preen Construction, LLC for the Fire Station #4 Renovations Project for an amount not to exceed $426,282.00 as set forth in the bid and contract documents.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

________________________________________
Presiding Officer of the Council

________________________________________
 Recorder
AGREEMENT

This Agreement is made by and between the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901 (“City”), and Preen Construction, LLC, a Tennessee limited liability company, 3916 Woodlawn Pike, Knoxville, Tennessee 37920-4220 (“Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids for the Fire Station #4 Renovations Project, (“Project”); and

WHEREAS, Contractor submitted the lowest, most responsive bid for said Project in the amount of Four Hundred Twenty-Six Thousand Two Hundred Eighty-Two and 00/100 Dollars ($426,282.00); and

WHEREAS, Contractor has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends that contract be awarded to it; and

WHEREAS, City Council by Resolution No. ___________ on October 6, 2020, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City.

NOW, THEREFORE, the City and Contractor, for the mutual considerations and promises stated herein, agree as follows:

1. Scope of Work. Contractor will provide all supervision, technical personnel, equipment, labor, and materials, and perform and complete all work in a satisfactory manner necessary for interior renovations including selected demolition, electrical upgrades, new
ductwork, fire suppression, cabinets, finishes, and perform other work as necessary to complete the Project all in strict accordance with the contract documents and specifications for the Fire Station #4 Renovations Project.

2. **Contract Documents.** The executed Contract Documents will consist of the following:

   (a) This Agreement
   (b) Invitation for Bids and any Addenda thereto
   (c) Instructions to Bidders
   (d) Signed copy of Bid and Proposal
   (e) General Conditions
   (f) Supplemental General Conditions
   (g) Special Conditions
   (h) Technical Specifications
   (i) Drawings

Contract documents not appended to this agreement are located in the City of Knoxville Engineering Department Library at 3131 Morris Avenue, Knoxville, Tennessee. To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Contractor shall control.

3. **Termination.** The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Contractor. If the City terminates this Agreement, and such termination is not a result of a default by Contractor, Contractor shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.

4. **Term and Liquidated Damages.** The date of beginning and the time for completion of the work are essential conditions of this Agreement, and the work embraced shall be commenced on the date specified in a written Notice to Proceed. Contractor shall perform the
work with due and reasonable diligence and fully complete the Project within one-hundred eighty (180) days from the issuance of the Notice to Proceed. Contractor further agrees to pay liquidated damages to the City in the sum of Three Hundred and 00/100 Dollars ($300.00) for each consecutive day thereafter as provided in the General Conditions.

5. **Contract Price.** The City shall pay to Contractor for the satisfactory performance of the contract subject to additions and deductions and in accordance with the bid as provided in the contract documents, unless modified by a Contract Change Order, an amount not to exceed Four Hundred Twenty-Six Thousand Two Hundred Eighty-Two and 00/100 Dollars ($426,282.00).

Contractor shall submit invoices for services rendered to the City in a form approved by the City, shall indicate the time period during which the services were provided and shall be signed by Contractor to certify its accuracy.

The City will pay Contractor for services satisfactorily rendered within thirty (30) days of the receipt of Contractor’s undisputed invoice. Payment for services rendered does not indicate the City’s acceptance of such services as being fully in accord with all the provisions of this Agreement.

6. **Retainage.** The City will retain five percent (5%) of payment for all work covered by the contract documents. Upon completion of all work covered by the contract documents to the final satisfaction of the City, the retainage balance will be paid to the contractor.

7. **Changes in the Work.** The City may at any time, if the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the
services, an equitable adjustment shall be authorized by Change Order or Amendment. All Change Orders must be approved and signed by the City and Contractor.

8. **Notices.** Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

   **City of Knoxville:**
   Penny Owens, Purchasing Agent
   P.O. Box 1631
   Knoxville, TN 37901
   (865) 215-2070

   **Contractor:**
   Paul Foster, Owner
   Preen Construction, LLC
   3916 Woodlawn Pike
   Knoxville, TN 37920
   (865) 573-2295

   **cc:** Thomas V. Clabo, P.E.
   Department of Engineering
   City of Knoxville
   P.O. Box 1631
   Knoxville, TN 37901
   (865) 215-6100

   Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

9. **Indemnification.** Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using
ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

10. Insurance. Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.
(a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

2. For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
(3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

(b) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

(c) Workers’ Compensation Insurance. Contractor shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $500,000. Contractor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by contractor’s workers’ compensation insurance coverage.

(d) Other Insurance Requirements. Contractor shall:

(1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the City Attorney of
Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

(2) Upon the City’s request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City’s Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

(3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

(4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

(5) If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification
of this standard may be considered upon appeal to the City Law Director.

(6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation/Employer’s Liability insurance (unless subcontractor’s employees are covered by Contractor’s insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors’ certificates of insurance to the City without expense immediately upon request.

(7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

(8) Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

(9) Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager
determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

(10) **Completed Operations Insurance.** Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of two (2) years from the date of the City’s final acceptance of the project.

(e) **Excess Liability Insurance.** Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than $2,000,000.00 each occurrence. This coverage shall be on a follow form basis.

(f) **Contractor’s Pollution Liability.** Contractor shall maintain contractor’s pollution liability coverage with limits of not less than $1,000,000 per occurrence covering the operations specified in the agreement. If contained in the scope of services of the agreement, the policy shall contain no exclusions for lead-based paint, asbestos, mold, or microbial matter. If the agreement includes the transport of hazardous material or waste, the
commercial auto liability policy will include the MCS-90 endorsement and coverage for pollution conditions, CA 99 48 03 06 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms endorsement is acceptable.

Contractor should procure pollution liability coverage, ISO CG 00 39, or equivalent. If the coverage is written on a claims-made form:

1. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by the City.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

(g) Builders’ Risk Insurance. Contractor shall procure and shall maintain or shall cause to be procured and maintained Builders’ Risk Insurance on a replacement cost basis during the construction of the project. Insurance is to be on an “all risks” basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited
to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect’s services and expenses required as a result of such insured loss. Insurance is to cover all property of Contractor (and its subcontractors) and the City of Knoxville at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project. Such policy shall provide that any loss thereunder shall be payable to Contractor, the City of Knoxville, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Contractor shall be responsible for the deductible in the event of a loss.
11. **Non-Discrimination.** Contractor:

(a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;

(b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;

(c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and

(d) will include these provisions in every subcontract or sublease let by or for it.

12. **Ethical Standards.** Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(a) Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any
contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

(1) The employee or the employee’s immediate family;
(2) A business other than a public agency in which the employee or a member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
(3) Any other person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

(b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

(c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:
(1) An official action taken, or to be taken, or which could be taken;

(2) A legal duty performed, or to be performed, or which could be performed; or

(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

(d) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars ($10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(e) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.
Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

(f) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

1. Oral or written warnings or reprimands;
2. Cancellation of transactions; and
3. Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

13. ADA Compliance. With regard to the services performed under this Agreement, Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Contractor, its employees, agents or representatives which violates the ADA. Contractor agrees that the City will not be responsible for any costs or expenses arising from Contractor’s failure to comply with the ADA.
14. **Independent Contractor.** Contractor and its agents and employees shall perform all work and render all services as an independent contractor; neither it nor its employees shall be considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

15. **Assignment.** The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

16. **Subcontractors.** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

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

18. **Required Approvals.** Neither Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

19. **Article Captions.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

20. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

21. **Federal, State and Local Requirements.** Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.
22. **No Benefit for Third Parties.** The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor’s performance of its services hereunder, and no right to assert a claim against the City or the contractor, its officers, employees, agents or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor’s services hereunder.

23. **Non-Reliance of Parties.** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots,
landsides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

25. **EEO/AA.** The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

26. **Governing Law and Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

27. **Entire Agreement.** This Agreement forms the entire Agreement between the City and Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

**IN WITNESS WHEREOF,** the City and Contractor have executed this Agreement in two (2) copies as of the below-written date.

---

**APPROVED AS TO FORM:**

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<th>CITY OF KNOXVILLE</th>
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| CHARLES W. SWANSON |
| LAW DIRECTOR       |

| INDYA KINCANNON |
| MAYOR           |

| DATE: __________________________ |

---
FUNDS CERTIFIED:

______________________________
SUSAN A. GENNOE
FINANCE DIRECTOR

PREEN CONSTRUCTION, LLC

BY: __________________________
TITLE: ______________________

Required Documents:
Certificate of Insurance ________
Performance Bond ________
Payment Bond ________
DATE: September 11, 2020
TO: Penny Owens, Purchasing Agent
FROM: Thomas V. Clabo, Chief Civil Engineer
SUBJECT: FIRE STATION #4 RENOVATIONS PROJECT
PROJECT NO. 18A-V-0666

The Engineering Department has reviewed the bids for the above referenced Project and recommends that the Project be awarded to Preen Construction, LLC. The lowest responsive bid was $426,282.00.

Please request that a contract for $426,282.00 be placed on the next Council Agenda.

If you need additional information please contact me.

Thomas V. Clabo, P.E.
Chief Civil Engineer

Attachment

TVC:jkh

cc: Project File
## SUMMARY OF BIDS

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**TOTAL BID**

- **$ 426,282.00**
- **$ 438,336.00**
- **$ 463,000.00**
- **$ 463,600.00**

Tabulated by: **Jeannine K. Hager**

Certified Correct: **Karen J. McKeehan**

Approved By: **[Signature]**

Checked By: **Shawn Fitzpatrick**

Date: **9/11/2020**
BID PROPOSAL
CITY OF KNOXVILLE, TENNESSEE

Fire Station #4 Renovations Project
Project No. 18A-V-0666

TO THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

Preen Construction LLC hereby propose(s) to furnish all material, labor, and appliances and do all work required to complete the Contract for the Fire Station #4 Renovations Project, Project No. 18A-V-0666, located in the City of Knoxville, Tennessee, in a workmanlike manner and in accordance with the plans of the Department of Engineering and specifications herewith.

Bidder further agree(s) that in case of failure to sign a delivered contract within thirty (30) days, the certified check or bid bond accompanying this proposal and the proceeds thereof shall be the property of the City of Knoxville.

BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>TOTAL QUANTITY</th>
<th>PRICE PER UNIT</th>
<th>TOTAL PRICE PER ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Base Bid: Renovations</td>
<td>LS</td>
<td>1</td>
<td></td>
<td>$426,282</td>
</tr>
</tbody>
</table>

TOTAL BID

TOTAL BID (In Words):

four hundred twenty six thousand two hundred eighty two

BD-7
In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

Security of the sum of $______% of Base Bid ________ Dollars ($____________), in the form of ___________________, is submitted herewith in accordance with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within one hundred eighty days (180) calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of three hundred dollars ($300.00) for each consecutive calendar day thereafter as provided in the General Conditions.
Bidder acknowledges receipt of the following addendum:

Addendum no. 1 - 9/11/20

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: September 9, 2020

Preen Construction, LLC

Name of Bidder

State License No: 64906

By Paul Foster

Tax ID Number: 45-2420239

Title Owner

Official Address (including Zip Code):

3916 Woodlawn Pike

Knoxville, TN 37920

Incorporated under the laws of the State of
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of       )
               )ss.
County of       )

                                     Paul Foster, being first duly sworn, deposes and says that:

   (1) He is (owner, partner, officer, representative, or agent) of Preen Construction LLC, the Bidder that has submitted the attached Bid;

   (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

   (3) Such Bid is genuine and is not a collusive or sham bid;

   (4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract;

   (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)  

Title  Owner

Subscribed and sworn to before me this 14th day of September, 2020

Barbara J. Finchum  
Title Notary
My commission expires: 2-10-23

BARBARA J. FINCHUM
STATE OF TENNESSEE
KNOX COUNTY
NOTARY PUBLIC

BD-10
DRUG-FREE WORKPLACE AFFIDAVIT

State of Tennessee
County of Knox

__________________________, being duly sworn, deposes, and says that:

(1) He/She is a principal officer of Preen Construction, the firm that has submitted the attached Proposal, his or her title being Owner of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed) Paul Foster

(Title) Owner

Subscribed and sworn to before me this 4th day of September, 2020.

Barbara J. Finchum

Title Notary

My Commission expires 2-6-23

BD-23
IRAN DIVESTMENT ACT  
Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:


By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>Address</th>
</tr>
</thead>
</table>
| Preen Construction LLC | 3916 Wood lawn Pike  
Maryville, TN 37920 |
| By (Authorized Signature) | Date Executed |
| [Signature] | [Signature] |

**NOTARY PUBLIC:**

Subscribed and sworn to before me this __th day of ___________, 20___.

My commission expires: ________________
The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville’s Fiscal Year 2019 goal is to conduct 4.03% of its business with minority-owned businesses, 16.3% of its business with women-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law), in preferential bidding practices, the city does strongly encourage prime contractors to seek out and hire diverse businesses in order to help the city meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE’s as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/consultant statement.
Subcontractor/Consultant Statement  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _______________________________ do certify that on the  
(Bidder/Proposer Company Name)  
CITY OF KNOXVILLE FIRE STATION #4 RENOVATIONS  
(Project Name)  

($)  
(Amount of Bid) 

Please select one:

☐ Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is:

($)  
Estimated Amount of Subcontracted Service

<table>
<thead>
<tr>
<th>Diversity Business Enterprise Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Work/Project</td>
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<tr>
<td>-----------------------------</td>
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</table>

☒ Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100% of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: 9/9/20        COMPANY NAME: Preen Construction LLC

SUBMITTED BY: [Name]  TITLE: Owner  
(Authorized Representative)

ADDRESS: 3916 woodhaven pike

CITY/STATE/ZIP CODE: Knoxville, tn 37920

TELEPHONE NO: 865-573-2295

GC-27
CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE’s) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

a. African American, persons having origins in any of the Black racial groups of Africa;
b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
c. Native American, persons who have origin in any of the original peoples of North America;
d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars ($10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

GC-28
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
PREEN CONSTRUCTION, LLC. - PO BOX 9027, KNOXVILLE, TN 37940

As Principal, and
WESTERN SURETY COMPANY - 151 N. FRANKLIN ST., CHICAGO, IL 60606
as Surety, are hereby held and firmly bound unto
CITY OF KNOXVILLE, TN
__________________________ as Owner in the penal sum of

FIVE PERCENT OF AMOUNT BID (5%) ____________________________ for the payment of which, well

and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this __________ day of __________, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF KNOXVILLE, TN
__________________________ a certain Bid, attached hereto and hereby made a part hereof to enter

into a contract in writing for the
FIRE STATION #4 - RENOVATIONS - 2300 LINDEN AVE., KNOXVILLE, TN

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said
Bid) and shall furnish a bond for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection
therewith, and shall in all other respects perform the agreement created by the
acceptance of said Bid, then this obligation shall be void, otherwise the same shall
remain in force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

BD-11
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such extension.

IN WITNESS, THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PREEN CONSTRUCTION, LLC.

[Signature]
PAUL FOSTER Principal

WESTERN SURETY COMPANY

[Signature]
By SUE J. HILL, ATTORNEY-IN-FACT

SEAL
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jason E Tallent, Alexander C Shafer, Sue J Hill, Christina Addington, Aaron R Jensen, Christie Swinney, Individually

of Knoxville, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of February, 2020.

WESTERN SURETY COMPANY

[Signature]
Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

ss

On this 28th day of February, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29 day of September, 2020.

WESTERN SURETY COMPANY

[Signature]
L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
DO ALL DEMOLITION WORK REQUIRED TO REMOVE EXISTING WALLS, PAVING, FOUNDATIONS, SLABS, DOORS WINDOWS, ETC.

1. OBSERVATION AT THE BUILDING AND ON THE SITE PRIOR TO BIDDING.
2. PROMPTLY REPAIR ANY DAMAGES CAUSED BY DEMOLITION WORK AT NO COST TO THE OWNER.
3. CONDUCT OPERATIONS IN SUCH A MANNER AS TO MINIMIZE INTERFERENCE WITH USE OF PUBLIC WAYS AND ADJACENT USES REQUIRED BY LOCAL REGULATIONS.

MBI COMPANIES INC.
KNOXVILLE, TN  37919
FAX: -
WEB: CONSULTANT

7. KNOXVILLE, TN 37917

8. WHO HAVE JURISDICTION. IF INTERRUPTION IS ALLOWED, PROVIDE ALTERNATE TEMPORARY SERVICES ACCEPTABLE TO THE CONTRACTOR.
9. REPRESENTATIVE ON ALL THE REMOVAL, REPLACEMENT AND/OR REUSE OF ANY AND OTHER ARTICLES OF HISTORIC SIGNIFICANCE SHALL REMAIN THE PROPERTY OF THE OWNER. NOTIFY OWNER REPRESENTATIVES IF SUCH ARTICLES ARE ENCOUNTERED. OBTAIN APPROVAL REGARDING METHOD OF REMOVAL. SALVAGE SUCH ARTICLES AND TURN THEM OVER TO THE OWNER.
10. REMOVE DEBRIS, RUBBISH AND OTHER SUBSTANCES FROM SITE. LEGALLY TRANSPORT AND DISPOSE OF SUCH MATERIALS TO AFFECT ALL INSTALLATIONS INDICATED ON THE DRAWINGS. THE WORK SHALL ALSO INCLUDE ALL MATERIALS, DETAIL AND LABOR NECESSARY FOR THE SUCCESSFUL INSTALLATION OF THE WORK DESCRIBED HEREIN.

THE CONTRACTOR SHALL EXERCISE CAUTION WHEN PERFORMING DEMOLITION TO PREVENT THE SPREAD OF DUST AND OTHER HARMFUL SUBSTANCES. ALL DEMOLITION WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO MEET OR EXCEED THE REQUIREMENTS OF THE AIR QUALITY ACT AND NATIONAL HAZARDOUS SUBSTANCES REGULATIONS.
### DOOR SCHEDULE

<table>
<thead>
<tr>
<th>WTWT FRAMES DETAILS</th>
<th>REMARKS</th>
<th>NUMBER D-TYPE</th>
<th>D-MATL</th>
<th>FULL WIDTH PANELS</th>
<th>HEIGHT</th>
<th>THICK</th>
<th>FINISH</th>
<th>LABEL</th>
<th>F-TYPE</th>
<th>F-MATL</th>
<th>F-FINISH</th>
<th>HEAD</th>
<th>JAMB</th>
<th>T-HOLD</th>
<th>H-WARE</th>
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</tbody>
</table>

#### REMARKS
- Rated doors assemblies must have rated frames, hardware, closers and other rated components.
- Clear and wireless fire rated glass.
- Ceramic.
- Each lite with
- Poplar. Doors to be field stained (ST1).
- Existing.
- Door and hardware provided by owner.
- Swing doors hardware must comply with accessibility code. (ICC A117.1-2019)
- Sound attenuation batt per plan.

#### PHONE:
- (865) 584-0999

#### ADDRESS:
- 2300 Linden Ave., Knoxville, TN 37919
- Fax: (865) 584-2493

#### PROJECT INFORMATION
- **Number:** 180581
- **Address:** 2300 Linden Ave., Knoxville, TN 37919
- **Date:** 8-2020
- **Plan Name:** Fire Station #4 Plans
- **Design:** MBI
- **City:** Knoxville

#### CONSTRUCTION DOCUMENTS
- **Sheet Information:**
  - 3' - 2" Hollow metal door.
  - WEEPS @ 24" O.C.
  - 1" Layer of 5/8" gyp. bd. ea. side.
  - 5/8" gyp. bd. on 1-5/8" mtl. studs @ 16" O.C.
  - Mtl. stud boxed header @ 24" O.C.
  - Concrete fill solid with conc.
  - Anchor. 3 per head.
  - Furring channel.
  - Mtl. stud box.
  - Brick veneer.
  - 5 3/4" "Reduced strip under framing channel.
  - Full bed of mastic.
  - 20 min. fire rated door and hardware.
  - Door, jamb, threshold.
  - Door/Frame.
  - Head/Jamb.
  - Threshold.
  - Door per schedule.
  - Door frame.
  - Jamb per schedule.
  - Jamb anchor. 3 per jamb (Typ.)
  - Edge notched.
  - Laminated vinyl plank as scheduled.
  - C.V.P.
  - Reducer strip under framing channel.
  - 2x4's.
  - Laminated vinyl plank.
  - Cermek tile in schedule.
  - Laminated vinyl plank as schedule.
  - Door per schedule.
  - Door frame.
  - Jamb per schedule.
  - Jamb anchor. 3 per jamb (Typ.)
  - Edge notched.
  - Laminated vinyl plank as schedule.

#### SHEET ISSUED:
- WM361, STAIN
- 4" C.M.U.
- Concrete fill solid with conc.
- Anchor. 3 per head.
- Furring channel.
- Mtl. stud box.
- Brick veneer.
- 5 3/4" "Reduced strip under framing channel.
- Full bed of mastic.
- 20 min. fire rated door and hardware.
- Door, jamb, threshold.
- Door/Frame.
- Head/Jamb.
- Threshold.
- Door per schedule.
- Door frame.
- Jamb per schedule.
- Jamb anchor. 3 per jamb (Typ.)
- Edge notched.
- Laminated vinyl plank as schedule.

#### DRAFTED:
- REV.
- CITY OF KNOXVILLE
- FIRE STATION #4 RENOVATIONS
- Project No.: 180581
- Attachment: Fire Station #4 Plans 8-2020 (R-288-2020: Fire Station #4 Renovations)
CMU AND BRICK MASONRY INFILL. MATCH BRICK INFILL WITH EXISTING BRICK VENEER. MATCH COURSING OF BRICK INFILL WITH EXISTING BRICK VENEER.

THE DESIGN PROFESSIONAL DENIES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY, OR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/ OR FOLLOW THE DESIGN PROFESSIONAL'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.
**REFLECTED CEILING LEGEND**

- HVAC Supply Diffuser
- HVAC R/A Grill
- 2X4 LED Fixture
- Exhaust Fan
- 8" Recessed Can Light
- Exit Light
- Horn and Strobe
- Ceiling Height Unless Otherwise Noted
- 24"x24" Acoustical Ceiling Tile (Actual unless otherwise noted)
- 5/8" Gypsum Board Ceiling (To be painted P1 unless noted otherwise)
- 4' - 0" Surface Linear Lighting
- 9' - 0" A.F.F.

**IBC APPROACH TO SEISMIC DESIGN CATEGORY D INSTALLATIONS**

- Shear walls and concrete core are not required.
- Unreinforced masonry walls are not required.
- Seismic design forces are not required.

**SUSPENDED CEILING BRACING DETAIL**

**GYP. BD. CEILING DETAIL**

---

**DESIGN PROFESSIONAL**

Denies any and all responsibility and liability for problems which arise from failure to follow these plans, specifications and the design intent they convey, or problems which arise from others' failure to obtain and/or follow the design professional's guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are alleged.

---

**MBI COMPANIES INC.**

299 N. WEISGARBER ROAD
KNOXVILLE, TN  37919

**COPYRIGHT © MBI COMPANIES INC. 2019**
1. See drawings, schedules and details for location, quantity and design of millwork.
2. Installation of millwork shall proceed counter-clockwise, including the kitchen area, to complete the work.
3. All millwork shall conform to the quality standards of the Architectural Woodwork Industry (AWI) for custom grade.
4. Contractor shall coordinate sizes and locations of framing, blocking, furring, reinforcements and other related units of work as indicated to ensure that architectural woodwork can be supported and installed as indicated.
5. Contractor to install sink and associated plumbing.
6. Contractor to install all millwork prior to the installation of HVAC systems.
7. Contractor to install millwork after all drywall and finish carpentry work is complete.
8. See detail for furrs.
9. Verify dimensions and indicate measurements on shop drawings.
10. Contractor to locate concealed framing, blocking and reinforcements that support millwork by field measuring before being enclosed and indicate measurements on shop drawings.
11. Contractor to coordinate sizes and locations of millwork as indicated to ensure that architectural woodwork can be supported and installed as indicated.
1.01 EXTENT OF FIRE PROTECTION WORK IS INDICATED ON DRAWINGS AND SCHEDULES, AND BY REQUIREMENTS OF THIS SECTION.

SPRINKLER SYSTEM SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND NFPA:

11.d.f PROVIDE A HYDRAULICALLY DESIGNED FULL COVERAGE SPRINKLER SYSTEM.

QUALITY ASSURANCE:

A. SUPPLY CURVE PRESSURE (PSI)

1) 39 PSI @ 873 GPM

WALL TYPE SIAMESE CONNECTIONS:

A. DEPARTMENT INLETS WITH FEMALE HOSE CONNECTIONS, AMERICAN NATIONAL FIRE HOSE CONNECTION SCREW THREAD,

SHOP DRAWINGS: SUBMIT SCALED LAYOUT DRAWINGS FOR FIRE PROTECTION PIPE AND FITTINGS INCLUDING, BUT NOT LIMITED TO,

1. 40" DEAN METAL DESIGNS, INC. 2501 W. CHICAGO AVE. KNOXVILLE, TN 37919

www.michaelbradyinc.com

4.1 WET PIPE SYSTEM.

INSTALLATION OF OUTSIDE PIPING:

A. INSTALL VALVES IN PER MANUFACTURES WRITTEN RECOMMENDATIONS.

GENERAL: PROVIDE VALVES, UL LISTED, IN ACCORDANCE WITH THE FOLLOWING LISTING. PROVIDE SIZES AND TYPES WHICH MATE INTERIOR VALVES:

C. VAULT-ENTRY SOLVENT-WELDED RIGID IRON PIPE; EXCEPT, REGARD TO WALL AND FLOOR MOUNTED SUBSTANCES, UNDER PRESSURE AS SPECIFIED IN NFPA 13. CONTINUE FLUSHING UNTIL WATER IS CLEAR, AND CHECK TO ENSURE THE WEIGHT OF THE PIPE.

EXTRA STOCK:

PROVIDE APPROVED DOUBLE VALVE ASSEMBLIES TO SEPARATE AUTOMATIC FIRE SPRINKLER SYSTEM FROM POTABLE WATER SUPPLY SYSTEMS FROM FLOODING IN CASE OF RISER LEAKAGE OR HEAD FAILURE.

A. PROVIDE ADDITIONAL SPRINKLER HEADS: FOR EACH STYLE AND TEMPERATURE RANGE REQUIRED, FURNISH ADDITIONAL SPRINKLER HEADS, AMOUNTING TO ONE SPRINKLER HEAD.

C. PROVIDE APPROVED VALVES AND FITTINGS, OF SIZE AND END TYPE INDICATED.

F. PROVIDE APPROVED DOUBLE VALVE ASSEMBLY TO SEPARATE AUTOMATIC FIRE SPRINKLER SYSTEM FROM POTABLE WATER SYSTEM IN CASE OF RISER LEAKAGE OR HEAD FAILURE.

J. PROVIDE APPROPRIATE FLUSHING EQUIPMENT TO FLUSH SPRINKLER SYSTEM BEFORE COMMISSIONING.

D. PROVIDE APPROVED COUPLING VALVES TO SERVICE AUTOMATIC FIRE SPRINKLER SYSTEM FROM POTABLE WATER SUPPLY.

A. PROVIDE APPROVED COUPLING VALVES MANUFACTURED AS INDICATED.

B. PROVIDE APPROVED COUPLING VALVES MANUFACTURED AS INDICATED.

C. PROVIDE APPROVED COUPLING VALVES MANUFACTURED AS INDICATED.

D. PROVIDE APPROVED COUPLING VALVES MANUFACTURED AS INDICATED.

E. PROVIDE APPROPRIATE FLUSHING EQUIPMENT TO FLUSH SPRINKLER SYSTEM BEFORE COMMISSIONING.

F. PROVIDE APPROVED DOUBLE VALVE ASSEMBLY TO SEPARATE AUTOMATIC FIRE SPRINKLER SYSTEM FROM POTABLE WATER SYSTEM IN CASE OF RISER LEAKAGE OR HEAD FAILURE.

G. PROVIDE PROPERLY RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

H. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

I. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

J. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

K. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

L. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

M. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.

N. PROVIDE DURABLE, RATED AND LISTED VALVES AND FITTINGS FOR THE AUTOMATIC FIRE SPRINKLER SYSTEM.
NOTE: ALL PIPING IN TRUCK BAY IS TO BE EXPOSED 6"

6" FIRE LINE DN. SEE SHEET FP1.1 FOR CONTINUATION.

HIGH BAY/ATTIC PLAN - FIRE PROTECTION

DESIGN AREA:
ORDINARY HAZARD GROUP 2
0.2 GPM/SF
1500 SF

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HVC GENERAL NOTES

1. THE RATING AND PERFORMANCE DATA CONCERNING THE COMPRESSION AND AIR CONDITIONING AND CHILLING EQUIPMENT TO BE PROCURED BY THE CONTRACTOR ARE TO BE SUPPLIED TO THE ARCHITECT IN THE FORM OF MANUFACTURER'S SPECIFICATIONS AND DATA SHEETS. THE CONTRACTOR SHALL ALSO SUPPLY THE FOLLOWING INFORMATION TO THE ARCHITECT:
   a. A LIST OF ALL MANUFACTURER'S SPECIFICATIONS AND DATA SHEETS.
   b. A LIST OF ALL MANUFACTURER'S SPECIFICATIONS AND DATA SHEETS.
   c. A LIST OF ALL MANUFACTURER'S SPECIFICATIONS AND DATA SHEETS.
   d. A LIST OF ALL MANUFACTURER'S SPECIFICATIONS AND DATA SHEETS.

2. COORDINATE CEILING DIFFUSERS AND REGISTER LOCATIONS WITH THE ARCHITECTURAL DESIGN OF THE BUILDING AND AS SHOWN ON THE PLAN E AND AS SPECIFIED HEREIN. ALL CEILING DIFFUSERS AND REGISTER LOCATIONS SHALL COORDINATE WITH ALL DUCTS AND HANGERS AS SHOWN ON THE PLANS. ALTERNATE MANUFACTURERS: KRUEGER, METALAIRE, PRICE

3. CIRCULATION AREAS shall be provided with an automatic fire suppression system. This system shall be designed and installed in accordance with the NFPA 13 standards and shall be approved by the local authority having jurisdiction. The system shall be designed to provide a minimum of 25 gpm of water at a pressure of 30 psi. All piping shall be protected with a minimum of 1/2" Schedule 40 PVC pipe.

4. ALL AIR DUCTS shall be designed and installed in accordance with the SMACNA standards. All flexible ducts shall be installed in accordance with the applicable codes and standards. All ducts shall be insulated to a minimum of R-11. All insulated ducts shall be labeled with a visible and legible identification of the insulation type, thickness, and manufacturer.

5. ALL AIR DUCTS shall be designed and installed in accordance with the SMACNA standards. All flexible ducts shall be installed in accordance with the applicable codes and standards. All ducts shall be insulated to a minimum of R-11. All insulated ducts shall be labeled with a visible and legible identification of the insulation type, thickness, and manufacturer.

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8. ALL AIR DUCTS shall be designed and installed in accordance with the SMACNA standards. All flexible ducts shall be installed in accordance with the applicable codes and standards. All ducts shall be insulated to a minimum of R-11. All insulated ducts shall be labeled with a visible and legible identification of the insulation type, thickness, and manufacturer.
KITCHEN HOOD EXHAUST SYSTEM NOTES

1. EXISTING CONDENSING UNIT SHALL BE IN REMOVAL AND DISCONNECTED FROM THE EXISTING DUCTWORK AND RELOCATED TO THE EXISTING AHU.

2. JOINTS AND SEAMS ON EXHAUST HOODS SHALL BE WELDED LIQUID-TIGHT.

3. EXHAUST FAN MOTOR SHALL BE LOCATED OUTSIDE OF THE EXHAUST DUCT.

4. ALL OUTSIDE AIR INTAKES SHALL BE LOCATED A MINIMUM OF 10 FEET AWAY FROM THE EXHAUST DUCT TERMINATION.

5. GREASE TROUGH SHALL BE SLOPED TO REMOVABLE GREASE CUP (1 GALLON MAX).

6. FIRE CLEARANCE TO COMBUSTIBLES SHALL BE OBSERVED FOR THE FOLLOWING: 18 INCHES FOR DUCT WORK RATED 1 HOUR RATED DUCT W/ DESIGN LISTING INFORMATION, OR 9 IN. OR 3 IN., FOLLOWING NFPA 96 GUIDELINES (3.2.1).

7. EXHAUST HOOD METAL SHALL BE A MINIMUM OF 18 GA ALUMINIZED STEEL AND 20 GA STAINLESS STEEL.

8. DISTANCE FROM THE FLOOR TO THE BOTTOM OF THE HOOD ON A CANOPY EXHAUST HOOD SHALL BE GREATER THAN 18" (SEE DRAWING).

9. CLEANOUTS ON THE EXHAUST DUCT SHALL BE PROVIDED AT ALL CHANGES OF DIRECTION AND 20 FOOT INTERVALS ON ALL HORIZONTAL RUNS.

10. CLEANOUTS ON THE EXHAUST DUCT SHALL HAVE A MINIMUM DIMENSION OF 12".

11. IN THE KITCHEN HOOD SYSTEM.

12. IF A FIRE ALARM IS PROVIDED, THE AUTOMATIC SUPPRESSION SYSTEM MUST BE ACTIVATION OF THE SYSTEM SHALL AUTOMATICALLY SHUT OFF ALL FUEL AND HEAT COMPONENTS TO ALL EQUIPMENT UNDER THE HOOD.

13. MANUAL ACTIVATION OF THE SUPPRESSION SYSTEM SHALL BE LOCATED AT LEAST 10' BUT NOT MORE THAN 20' AWAY FROM THE EXHAUST HOOD, IN THE PATH OF EGRESS.

14. THE DESIGN PROFESSIONAL DENIES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY, OR INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.
ATTIC FLOOR PLAN - HVAC

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Designer: KH

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Sheet: 1 of 2

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3200 LINDEN AVE
KNOXVILLE, TN 37917

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Fax: 865 584 5213
www.michaelbradyinc.com

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ATTIC SPACE

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FOR REVIEW ONLY
FOR PERMITTING ONLY
Schematic Design
Design Development
Construction Documents

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The Design Professional Denies Any and All Responsibility and Liability for Problems Which Arise From Failure to Follow These Plans, Specifications and the Design Intent They Convey, or Problems Which Arise From Others' Failure To Obtain and/Or Follow The Design Professional's Guidance With Respect To Any Errors, Omissions, Inconsistencies, Ambiguities Or Conflicts Which Are Alleged.

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CITY OF KNOX FIRESTATION 4
RENOVATIONS

---

Packet Pg. 247
**EXISTING SPLIT SYSTEM HEAT PUMP SCHEDULE**

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<tr>
<th>ORGANIZATION</th>
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<th>HP</th>
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**ELECTRIC HEATER SCHEDULE**

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<td>240 / 1Ø</td>
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<td>SUSPENDED UNIT HEATER, FAN FORCED</td>
<td>34.1</td>
<td>240 / 1Ø</td>
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</table>

**ACCESSORIES AND FEATURES:**

- U.L. LISTING
- 24V TRANSFORMER WHERE REMOTE THERMOSTAT CALLED FOR
- WALL THERMOSTATS TO HAVE LOCKABLE METAL COVERS
- 16GA CONSTRUCTION FOR WALL HEATER FRONT PANELS
- FIRE RATED BACK ENCLOSURES WHERE WALL HEATERS ARE INSTALLED IN RATED WALLS
- BUILT-IN SAFETY DISCONNECT

**THE DESIGN PROFESSIONAL DENIES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND THE DESIGN INTENT THEY CONVEY, OR PROBLEMS WHICH ARISE FROM OTHERS’ FAILURE TO OBTAIN AND/OR FOLLOW THE DESIGN PROFESSIONAL’S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.**

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The CAPTRATE GREASE-STOP SOLO FILTER is a single-stage filter featuring stainless steel construction, and sized to fit into standard utility cabinets (Hood Options Table).

All walls that come within 18” of hood must be metal studs and sheetrock. Wood studs not allowed.

System Design Verification (SDV):
If ordered, CAS Service will perform a System Design Verification (SDV) once all equipment has had a complete start up per the Operation and Installation Manual. Typically, the SDV will be performed after all inspections are complete.

Any field related discrepancies that are discovered during the SDV will be brought to the attention of the general contractor and corresponding trades on site. These issues will be documented and forwarded to the appropriate sales office. If CAS Service has to resolve a discrepancy that is a field issue, the general contractor will be notified and billed for the work. Should a return trip be required due to any field related discrepancy that cannot be resolved during the SDV, there will be additional trip charges.

During the SDV, CAS Service will address any discrepancy that is the fault of the manufacturer. Should a return trip be required, the general contractor and appropriate sales office will be notified. There will be no additional charges for manufacturer discrepancies.
**PLUMBING SPECIFICATIONS**

- **PLUMBING LEGEND**
  - **FD**: Floor Drain
  - **VIF**: Vent If Required
  - **MBI**: Meter Box
  - **HS**: Hand Sink
  - **CFH**: Cold Water (Domestic)
  - **FS**: Floor Sink
  - **RWL**: Reduced Pressure Backflow Preventer

**PLUMBING FIXTURE SCHEDULE**

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<tr>
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<tr>
<td>3/4&quot;</td>
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<td>Sink</td>
</tr>
<tr>
<td>1&quot;</td>
<td></td>
<td>Water Heater</td>
</tr>
<tr>
<td>2&quot;</td>
<td></td>
<td>Air Gap</td>
</tr>
<tr>
<td>2.5&quot;</td>
<td></td>
<td>P-Trap</td>
</tr>
<tr>
<td>3&quot;</td>
<td></td>
<td>Vent</td>
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</table>

**GENERAL PLUMBING NOTES**

1. Plumbing, Plumbing Fixtures, Etc. Shall Be Sufficiently Strong To Withstand Pressure From Water Hammer And The Pressure Loss Occurring During Use.
2. Plumbing Fixtures Shall Not Be Installed Where They Will Be Subject To Damage Due To Impact Of Falling Bodies.

**PLUMBING ABBREVIATIONS**

- **AVL**: Air Valve
- **DC**: Day Care
- **FF**: Free Action
- **GRE**: Grease Interceptor
- **P**: Pipe
- **PL**: Plumbing
- **TC**: Trap Connector
- **W**: Water
- **WW**: Waste Water
- **X**: Pipe Size
- **Y**: Furniture Legs
- **Z**: Plumbing Fixtures

**PLUMBING DETAILS**

- **FLOOR SINK DETAIL**
- **VENT THRU ROOF DETAIL**

---

**CONVERSATION STARTER**: How does the plumbing system in the document ensure safety and efficiency? Could you explain the role of the Reduced Pressure Backflow Preventer (RWL) in preventing contamination?
CONNECT NEW 2" SANITARY LINE TO EXISTING 4" SANITARY
CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION

CONNECT NEW 4" SANITARY LINE TO EXISTING 4" SANITARY
CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION

CONNECT NEW 2" VENT LINES TO EXISTING 3" VENT LINE
CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION

CONNECT NEW 2" VENT LINE TO EXISTING 3" VENT LINE
CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION

CONNECT NEW 3" SANITARY LINE TO EXISTING 3" SANITARY
CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION

CONNECT NEW 3/4" CW LINE TO EXISTING 3/4" CW LINE

1/2" CW DOWN TO ICE MACHINE

RECONNECT EXISTING HW HEATER TO EXISTING CONNECTIONS

CONNECT NEW 1/2" HW LINE TO EXISTING 1/2" HW LINE
CONNECT NEW 1/2" CW LINE TO EXISTING 1/2" CW LINE

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**Electrical Legend**

*Legend for the electrical plan includes symbols for various electrical components and systems.*

**Electrical Legend Cont.**

*Additional symbols and notes for electrical components and systems.*

**General Electrical Notes**

1. **Electrical Panelboard Location**
   - The electrical panelboards are located in the main utility room.

2. **Circuit Breaker Routing**
   - Circuits are routed as per the detailed plans provided.

3. **Emergency Lighting**
   - Emergency lighting systems are installed throughout the building.

4. **Fire Alarm System**
   - Fire alarm systems are installed in accordance with local codes.

5. **Lighting Design**
   - Lighting fixtures are chosen to meet specific brightness requirements.

**Panelboard Designation**

*Designation for specific panelboards installed in the building.*

**Electrical Abbreviations**

- **A:** Arborvitae
- **B:** Basswood
- **C:** Cedar
- **D:** Dogwood
- **E:** Elm
- **F:** Fir
- **G:** Ginkgo
- **H:** Hemlock
- **I:** Irish maple
- **J:** Juniper
- **K:** Kauri
- **L:** Larch
- **M:** Maple
- **N:** Nut
- **O:** Oak
- **P:** Pine
- **Q:** Quince
- **R:** Redwood
- **S:** Spruce
- **T:** Tamarack
- **U:** Upright
- **V:** Vine
- **W:** Willow
- **X:** Yew
- **Y:** Yew
- **Z:** Zelkova

**Fire Alarm System Notes**

1. Fire alarm systems are installed in accordance with local codes.
2. Fire alarm panels are located in the main utility room.
3. Fire alarm systems are interconnected to ensure proper operation.
4. Fire alarm systems are tested regularly to ensure proper operation.

**Panelboard Specifications**

*Specifications for the panelboards installed in the building.*

---

**Note:** This text is a sample representation and may not reflect the actual content of the document. The actual content may be more comprehensive and include additional details and specifications.
SEE SHEET E001 FOR ELECTRICAL LEGEND AND GENERAL NOTES.

1. SEE MECHANICAL PLAN OF HVAC CONTROL TYPES, QUANTITIES, AND LOCATIONS.

8 EXISTING RECEPTACLES AND ASSOCIATED CIRCUITS THROUGHOUT FACILITY TO REMAIN UNLESS OTHERWISE NOTED AND CONNECTED TO NEW PANELBOARDS.

2. REPLACE EXISTING PANELBOARDS WITH NEW PANELBOARDS. SEE RISER DIAGRAM ON SHEET E401 FOR MORE INFORMATION.

4. EXISTING HVAC UNITS TO BE REWIRED TO PANEL "MDP".

5. JUNCTION BOXES FOR POWER TO THE HOOD EXHAUST FAN AND HOOD MAKE-UP AIR FAN. FANS CONTROLLED VIA THE HOOD CONTROL PANEL. SEE MECHANICAL PLANS FOR ADDITIONAL INFORMATION. PROVIDE ALL ELECTRICAL CONNECTIONS FOR A COMPLETE INSTALLATION.

6. PROVIDE NEW RECEPTACLE ON DEDICATED CIRCUIT FOR POWER TO NEW UNDERCABINET ICE MACHINE. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

7. EXISTING MDPX PANEL FED FROM EXISTING EMERGENCY GENERATOR TO REMAIN IN PLACE.
## LIGHTING FIXTURE SCHEDULE

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<th>MODEL</th>
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<td>C</td>
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<td>SURFACE CEILING</td>
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<td>G</td>
<td>5</td>
<td>120</td>
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<td>LHQM-S-W-3-R-H0 R0 EXIT SIGN W/BATTERY BACK-UP</td>
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</tbody>
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**GENERAL SHEET NOTES**

1. SEE SHEET E001 FOR ELECTRICAL LEGEND AND GENERAL NOTES.

**KEYED SHEET NOTES**

1. ALL LIGHT CIRCUIT CONTROLLERS ARE TO BE LOCATED IN THE CONTROL ROOM AND WT1.
2. CONDUIT SHOWN ON EXTERIOR FOR CLARITY PURPOSES ONLY. RUN ALL PHONE CONDUIT CONCEALED ON INTERIOR OF THE BUILDING.
3. PROVIDE ALL NECESSARY MOUNTING HARDWARE AND ACCESSORIES FOR A COMPLETE INSTALLATION OF ALL LIGHTING FIXTURES.
4. PROVIDE ALL NECESSARY EQUIPMENT FOR LOW VOLTAGE LIGHTING AND CONTROLS, SUCH ITEMS WOULD INCLUDE TRANSFORMERS, POWER PACKS, AND CABLES.
5. SWITCH FOR CALL LIGHTING.
6. EXISTING LIGHTING AND SWITCHING IN TRUCK BAY TO REMAIN. CIRCUITS SHALL BE CONNECTED TO NEW LIGHTING PANEL.

---

**FLOOR PLAN - LIGHTING**

**LIGHTING CONTROL DETAIL**
GENERAL SHEET NOTES
1. SEE SHEET E001 FOR ELECTRICAL LEGEND AND GENERAL NOTES.

KEYED SHEET NOTES
1. FIRE ALARM SPEAKER TO TAKE VOICE INPUT FROM CONTROL ROOM AND 911 DISPATCH.

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FAX: (865) 584-0999
PHONE: (865) 584-5213

MBI COMPANIES INC.
299 N. WEISGARBER ROAD
KNOXVILLE, TN  37919

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ACTIVE DESIGN PHASE
FOR REVIEW ONLY
FOR PERMITTING ONLY
SCHEMATIC DESIGN
DESIGN DEVELOPMENT
CONSTRUCTION BIDDING
CONSTRUCTION DOCUMENTS
AS-BUILT RECORD SET

SCALE: 1/4" = 1'-0"
FLOOR PLAN - COMMUNICATION AND FIRE ALARM

FLOOR PLAN - COMMUNICATIONS AND FIRE ALARM

SHEET NO.:
REVIEWED BY:
SHEET TITLE:
DRAWN BY:
DESIGNED BY:
SHEET ISSUED:
SHEET INFORMATION
PROJECT NO.: 180581
PROJECT ADDRESS: 2300 LINDEN AVE
KNOXVILLE, TN 37917
PROJECT: CITY OF KNOXVILLE
FIRESTATION 4
RENOVATIONS

NO. DATE DESCRIPTION

E301
Packet Pg. 257
Attachment: Fire Station #4 Plans 8-2020 (R-288-2020 : Fire Station #4 Renovations)
### Location:

- **Volts:** 120/240
- **A.I.C. Rating:** 1P

### Supply From:

- **Volts:** 120/240
- **A.I.C. Rating:** 1P

### Mains Type:

- **Phases:** 3
- **Mains Rating:** 100 A
- **Wires:** 60 A
- **Enclosure:**
  - MCB Rating: 100 A

### CKT Circuit Description

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<td>1</td>
<td>0 VA LOAD (EXISTING)</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>0 VA LOAD (EXISTING)</td>
</tr>
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<td>17</td>
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<td>19</td>
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<tr>
<td>20</td>
<td>1</td>
<td>0 VA LOAD (EXISTING)</td>
</tr>
</tbody>
</table>

### Total Load:

- **Total Conn. Load:** 1980 VA
- **Total Est. Demand:** 1980 VA

### Total Amps:

- **Total Conn. Current:** 9 A
- **Total Est. Demand Current:** 9 A

### Errors, Omissions, Inconsistencies, Ambiguities or Conflicts Which Are Alleged.

Arise from failure to follow these plans, specifications and the design intent they convey, or problems which arise from others' errors, omissions, inconsistencies, ambiguities or conflicts which are alleged.
AGENDA DATE: October 6, 2020
DEPARTMENT: Engineering
DIRECTOR: Harold Cannon

AGENDA SUMMARY: A Resolution authorizing the Mayor to execute an Easement Agreement with The Home Federal Bank of Tennessee permitting encroachments into public rights-of-way for the purpose of renovating the building located at 517-519 Market Street.

COUNCIL DISTRICT(S) AFFECTED
Sixth (6) - Gwen McKenzie

BACKGROUND
A commercial building renovation is proposed at 517-519 Market Street. The site is generally bound by an adjacent building to the south, an unnamed alley and adjacent building to the north, an unnamed alley to the west, and Market Street to the east. The easement agreement includes the following:

· Market Street -
  - Existing façade elements encroaching 1.53 feet into right-of-way.
  - Existing underground utility room encroaching 6.72 feet into right-of-way.
  - Proposed Fire Department connection and overflow drain encroaching 10 inches into right-of-way.

· Unnamed Alley (West) -
  - Existing coal bin/utility ducts encroaching 3.92 feet into right-of-way.

OPTIONS
Approve or deny the easement agreement.

RECOMMENDATION
Approve the easement agreement.

ESTIMATED PROJECT SCHEDULE
Once approved, the easement agreement will be executed and recorded. Thereafter, the project building permits can then be finalized and work can begin.
PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

None

Respectfully submitted:

W. Harold Cannon, Jr., PE
Director of Engineering

ATTACHMENTS:

- resolution for Easement, Home Federal Bank (DOC)
- Easement, Home Fed Bank Bldg Market Street (DOC)
- Market Street Boundary Survey (PDF)
- Market Street Building Profile (PDF)
- Design Review Board submission by architecture firm McCarty, Holsaple, McCarty showing proposed work (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Janet Testerman, At-Large Seat B
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT WITH THE HOME FEDERAL BANK OF TENNESSEE PERMITTING ENCROACHMENTS INTO PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF RENOVATING THE BUILDING LOCATED AT 517-519 MARKET STREET.

RESOLUTION NO: _R-289-2020_  
REQUESTED BY: Engineering  
PREPARED BY: Law  
APPROVED: _10-6-2020_  
APPROVED AS AN EMERGENCY MEASURE: ___________________  
MINUTE BOOK: _84_ PAGE ______

WHEREAS, The Home Federal Bank of Tennessee (the “Owner”) owns property located at 517-519 Market Street improved with a historic commercial structure serving as the middle section of the Home Federal Bank Building (“Building”); and

WHEREAS, the Owner wishes to undertake extensive repairs and renovation of the Building; and

WHEREAS, the Owner has requested that the City permit it to construct certain encroachments, and to maintain existing encroachments, along the perimeter of the property within the public rights-of-way in order to facilitate the renovations; and

WHEREAS, the Engineering Department of the City of Knoxville recommends approval of the request of the Owner in accordance with the terms of an Easement Agreement; and
WHEREAS, the City of Knoxville desires to enter into an Easement Agreement to allow the Owner to encroach into the public rights-of-way of Market Street and an unnamed alley for the purpose of repairs and renovation of the Building.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an Easement Agreement with The Home Federal Bank of Tennessee, in substantially the same form as the one attached hereto, permitting encroachments into public rights-of-way along Market Street and an unnamed alley for the purpose of repairs and renovations the building located at 517-519 Market Street.

SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

__________________________________
Presiding Officer of the Council

__________________________________
Recorder
This Agreement is entered into on the ______ day of ______________ 2020, by and between the City of Knoxville, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Street, P.O. Box 1631, Knoxville, Tennessee 37901, (hereinafter referred to as the “City”) and The Home Federal Bank of Tennessee, 515 Market Street, Knoxville, Tennessee 37902 (“Owner,” which expression shall include its successors and assigns).

WITNESSETH:

WHEREAS, Owner is the owner of a certain parcel of property, improved with a historic commercial structure serving as the middle section of the Home Federal Bank Building (“Building”) located at 517-519 Market Street in Knoxville, Tennessee, within City Block 06164, in the 1st Civil District of Knox County, and in the 6th Ward of the City of Knoxville, Tennessee, and further identified as CLT # 094LF-027 (“Property”); and

WHEREAS, Owner, by its predecessor banking entity First American National Bank of Knoxville, acquired said Property by Quit Claim Deed from Kenneth W. Gresham and wife, Mary Helen J. Gresham, which was recorded in Book 1806, at Page 86, and further identified as Instrument Number 198312290022045, on December 29, 1983, in the Knox County Register of Deeds; and

WHEREAS, the Owner is undertaking a project of extensive repairs and renovation of the Building, which is a significant feature of Market Street situated directly across from Krutch Park; and

WHEREAS, Owner has requested that the City permit it to construct certain encroachments, and to maintain existing encroachments, around the perimeter of Property, within the public rights-of-way, in order to facilitate the repairs and renovation; and

WHEREAS, all private uses within the right-of-way are subject to approval by City Council; and

WHEREAS, Knoxville City Council has approved the terms of this Agreement by Resolution R-________________ on October 6, 2020.
NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Permission to Use Market Street Right-of-Way.

   A. Right-of-Way Easement for Existing Underground Room Along Market Street

   The City grants to Owner an easement for reconstruction, installation, inspection, operation, maintenance, repair, and replacement of an existing underground utility room encroachment approximately 6.72 feet wide and running approximately 38 feet from the northern property line southward along the Property frontage facing Market Street, as shown on the drawing attached hereto as Exhibit A.

   B. Right-of-Way Easement for Existing Coal Bin Along Unnamed Alley

   The City grants to Owner an easement for reconstruction, installation, inspection, operation, maintenance, repair, and replacement of the existing coal bin and associated utility ducts encroachment approximately 4 feet deep and extending along most of the rear of the Property in the unnamed alley to the west, as shown on the drawing attached hereto as Exhibit A.

   C. Right-of-Way Easement for Existing Façade Features Along Market Street

   Certain façade features of the Building as originally constructed and improved over time encroach into the public right-of-way along the façade of the Building. The City grants to Owner an easement for all currently existing façade elements which were built approximately 1.53 feet into the Market Street to the extent they encroach as of the date of the execution of this document.

   D. Easement for Fire Department Connection and Drain on Market Street

   The City grants to Owner an easement for reconstruction, installation, inspection, operation, maintenance, repair, and replacement of a connection for the Fire Department and an associated overflow drain which together will extend approximately 10 inches into the right-of-way for Market Street, as shown on the drawing attached hereto as Exhibit A.

2. Term. This Agreement will begin on October 13, 2020, and run for 25 years.

3. Maintenance. Owner shall maintain the areas of the easements in a good, safe and sanitary condition at the sole cost, risk and responsibility of Owner.

4. Indemnity. Owner shall defend, indemnify, and hold harmless the City, its agents, employees, successors and assigns, from any and all claims, liabilities, actions, demands, personal injuries, death, or property damage resulting from or arising out of the
use or presence of the easements granted herein, including all costs, counsel fees, expenses and liabilities incurred in connection with any such claim(s). If any such action or proceeding is brought against the City by reason of any such claim, Owner agrees upon notice from the City to resist or defend such action or proceeding at the Owner’s sole expense. Owner further agrees to pay any and all costs incurred by the City to enforce this indemnity and defense provision.

5. Use of Right-of-Way. In the event the City finds it necessary to place, replace or maintain a public improvement over, through or under the easement areas for any reason, and it is determined by the City that it is necessary for the Owner to suspend use of the easements for a period of time, the City will notify the Owner. To the extent practical, the City will notify the Owner in writing at least ninety (90) calendar days in advance of the work. In the event of an urgent condition, as determined by the City, the City may request that the work be done immediately or within any time period less than ninety (90) calendar days. In either event, Owner shall at its sole expense remove any or all property, improvements or other material from the rights-of-way and conduct any other necessary preparations advisable to protect property and persons within the building. If Owner fails to remove or otherwise comply with the direction of the City in this regard, the City may cause the work to be done and Owner shall be responsible for payment of all reasonable costs related thereto. If the Owner fails to pay said costs, the City is authorized to place a lien in the amount of said costs upon the Property.

6. City Right-of-Way. Whatever rights and obligations were acquired by the City with respect to the Market Street and the unnamed alley rights-of-way shall remain and continue in full force and effect. The City rights-of-way shall in no way be affected by the City’s grant of the easements herein. Owner acknowledges that installation or improvements to the City rights-of-way were not intended to provide any benefit to the Building. Owner further acknowledges the City has no responsibility to maintain the rights-of-way in a manner or condition acceptable to Owner or conducive to Owner’s use of the easements herein.

7. Damages to Rights-of-Way. The Owner will be responsible for damages that may be sustained to the rights-of-way arising out of its use of the easements herein, and upon request, must immediately restore the rights-of-way to the specifications of the City.

8. Damages to Underground Areas. The City shall not be responsible or liable for any property damages to the basement, coal bin, utility room, utility ducts, or any underground areas of the easements herein, any property placed in the easements or any persons permitted to occupy any part of the easement areas.

9. Binding Effect. The rights granted herein shall be appurtenant to and run with the Property and remain in full force and effect with respect to any subsequent owner or assignee of the Property, subject to the limitations on such rights as are herein set forth.
10. Notices. All notices, requests, demands and other communications permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when actually delivered personally, or as of the postmarked date such written notice is deposited in the United States Mail, certified, postage prepaid, return receipt requested and addressed as follows:

To City:
City of Knoxville
Law Director
City of Knoxville
P. O. Box 1631
Knoxville, TN 37901

To Owner:
The Home Federal Bank of Tennessee
515 Market Street
Knoxville, Tennessee 37902
or to property tax office record of responsible party in the event of transfer of the Property.

11. Entire Agreement. This Agreement embodies all of the terms and conditions of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral discussions of the subject matter hereof, if any. There are no statements, representations or warranties which have not been included in this Agreement.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

13. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or enforceable if any other provision(s) are invalid or unenforceable in whole or in part.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the year and date first above written.

{remainder of page intentionally left blank}
APPROVED AS TO FORM:

_________________________
Charles W. Swanson,
Law Director

CITY OF KNOXVILLE

By: ______________________
Indya Kincannon, Mayor

STATE OF TENNESSEE  )
COUNTY OF KNOX     )

Personally appeared before me, the undersigned authority, a Notary Public of Knox County, Tennessee, Indya Kincannon, of the City of Knoxville and that she as Mayor, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the City of Knoxville by herself as Mayor.

WITNESS my hand and seal, at office, this _____ day of _____________, 2020.

_________________________________
Notary Public

My Commission Expires:__________________

I HEREBY swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $0.

_________________________________
Affiant

SUBSCRIBED to and sworn to before me this ____ day of ____________, 2020.

_________________________________
Notary Public

My Commission expires: ________________
THE HOME FEDERAL BANK OF TENNESSEE

By: __________________________________________
(Signature)

Name: ___________________________ Date: __________________________

Title: ___________________________

STATE OF TENNESSEE )
COUNTY OF KNOX )

Before me, _______________________________ (notary name) of the state and county mentioned, personally appeared ____________________________, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Authorized Representative of The Home Federal Bank of Tennessee, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by herself or himself as __________________________ (title).

WITNESS my hand and seal, at office, this _____ day of _____________, 2020.

________________________________
Notary Public

My Commission Expires: ________________
MARKET STREET ELEVATION
HISTORIC PHOTO - 1960's

Packet Pg. 273

Attachment: Design Review Board submission by architecture firm McCarty, Holsaple, McCarty showing...
MARKET STREET ELEVATION

PROPOSED ALTERATIONS

- Retain painted wood cornice
- Retain painted stone pilasters
- Retain second-floor wood windows
- Retain painted wood signboard with pressed sheetmetal accents
- Remove EIFS transom
- Remove aluminum storefront window
- Remove EIFS bulkhead
DEMOLITION NOTES

1. HAZARDOUS MATERIAL ABATEMENT REQUIRED:
   - LEAD BASED PAINT: ALL INTERIOR AND EXTERIOR PAINT
   - ASBESTOS: EXISTING FLOOR TILE / MASTIC, PIPING INSULATION, AND DRYWALL JOINT COMPOUND

2. REMOVE EXISTING MATERIALS INCLUDING WALLS, FLOORING AND CEILINGS AS INDICATED AND NECESSARY TO ACCOMPLISH THE WORK.

3. WHERE DEMOLITION ABUTS EXISTING MATERIALS TO REMAIN, CONTRACTOR SHALL PATCH ANY DAMAGES TO MATCH EXISTING ADJACENT SURFACES.

4. ALL MATERIALS WITH SALVAGEABLE VALUE SHALL BE TURNED OVER TO THE OWNER’S AUTHORIZED REPRESENTATIVE, (FOR EXAMPLE, DOORS, HARDWARE, LIGHT FIXTURES AND DIFFUSERS) TO DETERMINE THE DESIRED COURSE OF ACTION TO BE TAKEN.

5. CAP AND CONCEAL ALL UTILITIES WHERE FIXTURES, EQUIPMENT ARE REMOVED, AND PATCH CONCRETE SLABS TO MATCH EXISTING FLOOR LEVEL.

6. DEMOLITION REQUIRED FOR NEW CONSTRUCTION SHALL BE HELD TO A MINIMUM, TO THE GREATEST EXTENT POSSIBLE, UNLESS OTHERWISE AUTHORIZED OR NOTED. ALL ADJACENT EXISTING FINISHES SHALL BE REPAIRED. FINishes AND COLORS SHALL MATCH EXISTING WHERE POSSIBLE.

7. REMOVE ALL EXISTING FLOOR FINISHES DOWN TO FLOOR SUBSTRATE.

8. REMOVE ALL EXISTING CEILINGS AND FRAMING / HANGERS.

9. REMOVE ALL EXISTING LIGHTING.

10. REMOVE ALL EXISTING ELECTRICAL, PLUMBING, AND MECHANICAL PIPING, CONDUIT, WIRING, DEVICES, EQUIPMENT, ETC.

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED. SALVAGE ITEMS WHERE NOTED.

CHEMICALLY STRIP AND REMOVE ALL PAINT.

CHEMICALLY STRIP AND REMOVE ALL PAINT. BY AREA, ASSUME 75% REPAIR / STABILIZE IN-PLACE AND 25% REPLACEMENT IN-KIND DUE TO TERMITE DAMAGE, ROT, ETC.

CHEMICALLY STRIP AND REMOVE PAINT FROM EXISTING BRICK MASONRY.

ASSUME 25% BRICK REPLACEMENT / REPOINTING

REMOVE DOOR AND ENLARGE OPENING AS REQUIRED FOR NEW WINDOW

REMOVE STEEL FIRE ESCAPE STAIR AND ALL SUPPORT STRUCTURE, COUNTERWEIGHTS, ETC.

REMOVE WINDOWS AND ASSOCIATED FLASHING / TRIM, TYPICAL

REMOVE DOOR AND TRANSOM

REMOVE CONCRETE STEPS
DEMOLITION NOTES

1. HAZARDOUS MATERIAL ABATEMENT REQUIRED:
   - LEAD BASED PAINT: ALL INTERIOR AND EXTERIOR PAINT
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10. REMOVE ALL EXISTING ELECTRICAL, PLUMBING, AND MECHANICAL PIPING, CONDUIT, WIRING, DEVICES, EQUIPMENT, ETC.

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MARKET STREET ELEVATION

DETAIL PHOTOS

- PRESS SHEETMETAL ACCENT TO REMAIN
- PAINTED WOOD SIGNBOARD TO REMAIN
- EIFS TRANSOM TO BE REMOVED
- ALUMINUM STOREFRONT TO BE REMOVED
MARKET STREET ELEVATION

DETAIL PHOTOS

RECESSED PANEL TRIM DETAIL TO BE REPLICATED AT NEW WINDOWS BELOW

PAINTED WOOD CORNICE TO REMAIN

WOOD WINDOWS AND TRIM TO REMAIN

PAINTED STONE PILASTERS TO REMAIN

PAINTED STONE PILASTERS TO REMAIN

DEMOLITION NOTES

1. HAZARDOUS MATERIAL ABATEMENT REQUIRED:
   - LEAD BASED PAINT: ALL INTERIOR AND EXTERIOR PAINT
   - ASBESTOS: EXISTING FLOOR TILE / MASTIC, PIPING INSULATION, AND DRYWALL JOINT COMPOUND

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9. REMOVE ALL EXISTING LIGHTING.

10. REMOVE ALL EXISTING ELECTRICAL, PLUMBING, AND MECHANICAL PIPING, CONDUIT, WIRING, DEVICES, EQUIPMENT, ETC.

EXISTING CONSTRUCTION TO REMAIN

EXISTING CONSTRUCTION TO BE REMOVED.

SALVAGE ITEMS WHERE NOTED.

CUT BEYOND

2nd Floor

14'-7"

1st Floor

0"

Basement

-10'-0"

Alley Parapet

29'-2"

Street Parapet

32'-3"

CHEMICALLY STRIP AND REMOVE ALL PAINT.

CHEMICALLY STRIP AND REMOVE ALL PAINT. BY AREA, ASSUME 75% REPAIR / STABILIZE IN-PLACE AND 25% REPLACEMENT IN-KIND DUE TO TERMITE DAMAGE, ROT, ETC.

CHEMICALLY STRIP AND REMOVE PAINT FROM EXISTING BRICK MASONRY.

ASSUME 25% BRICK REPLACEMENT / REPOINTING

REMOVE DOOR AND ENLARGE OPENING AS REQUIRED FOR NEW WINDOW

REMOVE STEEL FIRE ESCAPE STAIR AND ALL SUPPORT STRUCTURE, COUNTERWEIGHTS, ETC.

REMOVE WINDOWS AND ASSOCIATED FLASHING / TRIM, TYPICAL

REMOVE DOOR AND TRANSMOM

REMOVE CONCRETE STEPS
ALLEY ELEVATION
PROPOSED ALTERATIONS

- Retain painted brick wall
- Remove conductor heads and downspouts
- Remove hollow metal door and frame
- Remove fire escape
- Remove plywood infill panel and window frames at all window openings.
- Remove hollow metal doors, solid transom panels, and frames

Packet Pg. 278

Attachment: Design Review Board submission by architecture firm McCarty, Holsaple, McCarty showing
-demolition notes:

1. hazardous material abatement required:
   • lead based paint: all interior and exterior paint
   • asbestos: existing floor tile / mastic, piping insulation, and drywall joint compound

2. remove existing materials including walls, flooring and ceilings as indicated and necessary to accomplish the work.

3. where demolition abuts existing materials to remain, contractor shall patch any damages to match existing adjacent surfaces.

4. all materials with salvageable value shall be turned over to the owner's authorized representative, (for example, doors, hardware, light fixtures and diffusers) to determine the desired course of action to be taken.

5. cap and conceal all utilities where fixtures, equipment are removed, and patch concrete slabs to match existing floor level.

6. demolition required for new construction shall be held to a minimum, to the greatest extent possible, unless otherwise authorized or noted. all adjacent existing finishes shall be repaired. finishes and colors shall match existing where possible.

7. remove all existing floor finishes down to floor substrate.

8. remove all existing ceilings and framing / hangars.

9. remove all existing lighting.

10. remove all existing electrical, plumbing, and mechanical piping, conduit, wiring, devices, equipment, etc.

11. plywood infill panel at missing windows to be removed

12. plywood infill panel at damaged window to be removed

13. masonry pilaster to remain.
   • chemically strip and remove all paint.

14. wood cornice to remain.
   • chemically strip and remove all paint.

15. assumption 75% repair / stabilize in-place and 25% replacement in-kind due to termite damage, rot, etc.

16. remove existing windows

17. remove existing wall

18. remove existing storefront and doors

19. remove pressed sheet metal trim.
   • chemically strip and remove all paint.

20. assumption 50% repair in-place and 50% replacement in-kind due to substrate termite damage, rot, etc.

21. remove conductor head and downspout

22. remove door and enlarge opening as required for new window

23. remove steel fire escape stair and all support structure, counterweights, etc.

24. remove windows and associated flashing / trim, typical

25. remove concrete steps

26. remove door and transom

27. remove stone sill to remain

28. remove brick wall to remain

29. plywood infill panel to be removed

30. basis for proposed alley window muntin pattern

31. basis for proposed alley window muntin pattern

32. stone sill to remain

33. brick wall to remain

34. plywood infill panel to be removed

35. plywood infill panel at missing windows to be removed

36. plywood infill panel at damaged window to be removed
1. HAZARDOUS MATERIAL ABATEMENT REQUIRED:
   - LEAD BASED PAINT: ALL INTERIOR AND EXTERIOR PAINT
   - ASBESTOS: EXISTING FLOOR TILE / MASTIC, PIPING INSULATION, AND DRYWALL JOINT COMPOUND

2. REMOVE EXISTING MATERIALS INCLUDING WALLS, FLOORING AND CEILINGS AS INDICATED AND NECESSARY TO ACCOMPLISH THE WORK.

3. WHERE DEMOLITION ABUTS EXISTING MATERIALS TO REMAIN, CONTRACTOR SHALL PATCH ANY DAMAGES TO MATCH EXISTING ADJACENT SURFACES.

4. ALL MATERIALS WITH SALVAGEABLE VALUE SHALL BE TURNED OVER TO THE OWNER'S AUTHORIZED REPRESENTATIVE, (FOR EXAMPLE, DOORS, HARDWARE, LIGHT FIXTURES AND DIFFUSERS) TO DETERMINE THE DESIRED COURSE OF ACTION TO BE TAKEN.

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9. REMOVE ALL EXISTING LIGHTING.

10. REMOVE ALL EXISTING ELECTRICAL, PLUMBING, AND MECHANICAL PIPING, CONDUIT, WIRING, DEVICES, EQUIPMENT, ETC.
MARKET STREET ELEVATION
PROPOSED RECONFIGURATION
3/16" = 1'-0"
MARKET STREET ELEVATION
PARTIAL PLAN
3/16" = 1'-0"

Packet Pg. 282
Attachment: Design Review Board submission by architecture firm McCarty, Holsaple, McCarty showing
MARKET STREET ELEVATION
PROPOSED RECONFIGURATION

EXISTING WOOD CORNICE, REPAIR AND REPAINT

EXISTING STONE PILASTER, REPAINT

EXISTING WOOD WINDOW, REPAIR AND REPAINT

EXISTING WOOD SIGNBOARD, REPAIR AND REPAINT

NEW LEADED GLASS TRANSOM

NEW PAINTED FIBER CEMENT TRIM

NEW ALUMINUM CLAD WOOD WINDOW

NEW PAINTED FIBER CEMENT TRIM

NEW PAINTED FIBER CEMENT PANEL SIDING

NEW RECESSED DOWN LIGHTS AT ENTRY SOFFIT

NEW ALUM CLAD WOOD DOOR

EXISTING WOOD PANEL TO REMAIN

NEW PAINTED ALUM SIGNAGE, NON ILLUMINATED
MARKET STREET ELEVATION
PROPOSED STORM WINDOW

INSTALLED AT INTERIOR SIDE OF EXISTING SECOND FLOOR WINDOWS FACING MARKET STREET

SCALE: FULL
SILL DETAIL
3

SCALE: FULL
JAMB DETAIL
2

SCALE: FULL
HEAD DETAIL
1

DEEP GUIDE
D-48 ALUMINUM EXTRUSION
3/16" or 1/4" GLAZING
D-49 HANDLE FRAME
SILL SEAL
WEATHERSTRIPPING
3/16" or 1/4" GLAZING
D-48 ALUMINUM EXTRUSION

PRODUCT MONUMENTAL * MOL
D-48  D-49
MOUNT TO CHANNEL
DWG. NO. M-6-M
Allied Window
11111 CANAL ROAD • CINCINNATI, OH 45241 • PH: 800-445-5411, 513-559-1212 • FAX: 513-559-1883 • www.alliedwindow.com • info@alliedwindow.com
MARKET STREET ELEVATION
PROPOSED SIGNAGE

ELEVATION AREA: 1537 SF
SIGN AREA: 1.78 SF
(0.11% ACT | 10.00% MAX)

PREFINISHED ALUMINUM SIGN
NON-ILLUMINATED
PAINTED FIBER CEMENT TRIM
PAINTED FIBER CEMENT PANEL

McCARTY HOLSAPLE McCARTY
MARKET STREET ELEVATION
FIBER CEMENT

SMOOTH FIBER CEMENT TRIM WITH RECESSED PANEL

McCARTY HOLSAPE McCARTY
ALLEY ELEVATION

PROPOSED RECONFIGURATION
3/16” = 1'-0"

- REPAIR, REPOINT, AND REPAINT EXISTING BRICK
- NEW PAINTED BRICK INFILL AT PREVIOUS OPENINGS
- NEW RECESSED DOWNLIGHT AT ENTRY SOFFIT
- NEW ALUMINUM CLAD WOOD WINDOW, 2 OVER 2 DIVIDED LITE PATTERN TO MATCH EXISTING
- NEW HOLLOW METAL DOOR AND FRAME WITH GLASS TRANSOM
ALLEY ELEVATION
PROPOSED DOUBLE-HUNG WINDOWS

Putty and Ogee Glaze Grilles
Clad Exterior - Wood Interior

Architect Series ® Traditional Hung Window

Interior wood ILT grilles available in Pine, Mahogany or Douglas Fir to match complete unit.
Exterior wood ILT grilles available in Pine or Mahogany to match complete unit.

Grille Profiles

Clad Exterior - Wood Interior
Ogee Glaze Grilles

Removable Interior Pine Grilles

Wood Exterior - Wood Interior
Putty and Ogee Glaze Grilles

®Integral Light Technology
Grilles-Between-the-Glass
Contoured Aluminum - GBG

2nd Floor 14'-7"
1st Floor 0"
Basement -10'-0"

Alley Parapet 29'-2"
Street Parapet 32'-3"
AGENDA SUMMARY  A Resolution expressing appreciation to the Kingston Pike-Sequoyah Hills Association for its donation of all design plans, materials, supplies, and labor to fully repair and restore Panther Fountain, located within City property at the intersection of Talahi Drive and Taliluna Avenue, and authorizing the City to enter into a Limited Use Agreement with the neighborhood association in order to proceed with the project.

COUNCIL DISTRICT(S) AFFECTED

Second District (Andrew Roberto)

BACKGROUND

The Kingston Pike-Sequoyah Hills Association has raised $150,000 for the repair and restoration of the Panther Fountain. This resolution will authorize the City to enter into a Limited Use Agreement with the Kingston Pike-Sequoyah Hills Association so that their contractors can perform the work within the City property. The specialty restoration work will be performed by local businesses WASCO, BESCO and East Tennessee Rooter and Plumbing.

OPTIONS

Approve or deny the agreement.

RECOMMENDATION

Approve the agreement.

ESTIMATED PROJECT SCHEDULE

The work is scheduled to begin in October 2020. Depending on weather conditions, the work may extend for several months to accommodate the restoration of the fountain’s concrete features.

PRIOR ACTION/REVIEW

The Kingston Pike-Sequoyah Hills Association has previously donated the successful restoration of the Talahi neighborhood’s Papoose Park 2014 and of the Sunhouse Fountain in 2018. This final project will return Talahi Park to its original beauty with two functioning
fountains.

**FISCAL INFORMATION**

The Kingston Pike-Sequoyah Hills Association is donating all time, effort, workmanship, and materials to accomplish this project. Additionally, note that the fountain will remain City-owned property at all times to include after the restoration is complete.

Respectfully submitted:

Harold Cannon, PE
Director of Engineering

**ATTACHMENTS:**

- resolution, Accept Donation, Sequoyah Hills-Kingston Pike Assoc, Panther Fountain (DOC)
- Limited Use Agreement Panther Fountain, final (DOCX)
- Panther Fountain Photo (PDF)
- Panther Fountain Vicinity Map (PDF)

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Andrew Roberto, Second District
**SECONDER:** Janet Testerman, At-Large Seat B
**AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE EXPRESSING APPRECIATION TO THE KINGSTON PIKE-SEQUOYAH HILLS ASSOCIATION FOR ITS DONATION OF ALL DESIGN PLANS, MATERIALS, SUPPLIES, AND LABOR TO FULLY REPAIR AND RESTORE PANTHER FOUNTAIN, LOCATED WITHIN CITY PROPERTY AT THE INTERSECTION OF TALAHI DRIVE AND TALILUNA AVENUE, AND AUTHORIZING THE CITY TO ENTER INTO A LIMITED USE AGREEMENT WITH THE NEIGHBORHOOD ASSOCIATION IN ORDER TO PROCEED WITH THE PROJECT.

RESOLUTION NO: ___R-290-2020___

REQUESTED BY: Engineering Dept.
PREPARED BY: Law

APPROVED: ___10-6-2020___

APPROVED AS AN EMERGENCY MEASURE: _________________________

MINUTE BOOK: ___84___ PAGE _____

WHEREAS, the Kingston Pike-Sequoyah Hills Association has raised $150,000.00 to repair the historic Panther Fountain located at the western end of the City of Knoxville's Talahi Park, at the intersection of Talahi Drive and Taliluna Avenue; and

WHEREAS, pursuant to Knoxville City Code § 2-837, the Purchasing Agent for the City of Knoxville is authorized to accept gifts, donations, legacies or usages of money as deemed to be in the public interest; and
WHEREAS, the City Council wishes to express the appreciation of the citizens of Knoxville for this generous donation made possible by all those who contributed to the restoration of the historic Panther Fountain; and

WHEREAS, the City of Knoxville desires to allow the Kingston Pike-Sequoyah Hills Association to use the property for the purpose of repairing and restoring the fountain in accordance with the terms of a Limited Use Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Council of the City of Knoxville expresses its appreciation and gratitude to the Kingston Pike-Sequoyah Hills Association for its generous donation of up to $150,000.00 to repair and restore Panther Fountain, and authorizes the Mayor to enter into a Limited Use Agreement with the neighborhood association in order to proceed with the work on City property.

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the City requiring it.

____________________________________
Presiding Officer of the Council

____________________________________
Recorder
LIMITED USE AGREEMENT

This Limited Use Agreement (the “AGREEMENT”) is made by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee (“CITY”), and THE KINGSTON PIKE-SEQUOYAH HILLS ASSOCIATION, a community association with a mailing address of P.O. Box 11762, Knoxville, Tennessee 37939 (“PERMITTEE”).

RECITALS

A. The City owns Talahi Park located within Sequoyah Hills at 3537 Talahi Drive, Knoxville, TN 37919 (the “Property”).

B. Permittee desires to repair and restore the historic Panther Fountain (the “Project”) located on the Property.

C. The City is willing to allow Permittee to use the Property for the purpose of repairing and restoring Panther Fountain in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of $1.00 cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions, restrictions, and indemnification herein, the parties agree as follows.

ARTICLE 1.
BASIC AGREEMENTS

1.1 Grant. The City grants to Permittee permission to utilize the Property to conduct necessary inspections of the Panther Fountain and the surrounding area, and to utilize donated design plans, materials, supplies and labor to fully repair and restore the historic Panther Fountain (hereinafter “Fountain”), located within the City right-of-way off Talahi Drive.

1.2 Term. The term of this Agreement will begin after the full execution of this Agreement. The Permittee agrees that all work shall be completed before September 30, 2021.
1.3 **Maintenance.** Permittee will maintain, inspect, operate, and repair as necessary all property, real or personal, utilized for the work authorized in Section 1.1 of this Agreement, or placed thereon, so that it is maintained in a good and safe condition. Permittee agrees to allow the City of Knoxville to inspect the work upon request. Permittee will comply with all requirements imposed by the City, including those intended to ensure the safe installation, operation, and use of the Panther Fountain.

1.4 **Responsibility for Security and Damages.** The parties agree that the City will not be responsible for the provision of any security or for vandalism, damage, or destruction to the work undertaken pursuant to this Agreement or for any personal property or fixtures used in the work.

1.5 **Repair of Damages.** Permittee and its successors and assigns agree to promptly repair and restore all damage to the Property caused during the repair or replacement, inspection, or maintenance of the objects, structures, and equipment thereon to the condition existing prior to such damage.

1.6 **No Interest in Property.** The Kingston Pike – Sequoyah Hills Association agrees that the Panther Fountain remains the property of the City of Knoxville despite any investments made.

1.7 **Notices.** All notices, requests, and details concerning this Agreement will be directed to the following representatives:

City of Knoxville:
Law Director
City of Knoxville
P.O. Box 1631
Knoxville, TN 37901

Permittee:
Kingston Pike-Sequoyah Hills Association
Jay Schmid, President
4218 Hiawatha Drive
Knoxville, TN 37919
(865) 254-2444
Jds4218@gmail.com

cc: Beautification and Preservation Committee
Melinda Ethier, President
821 Woodland Court
Knoxville, TN 37919
(865) 661-5591
melindaethier@gmail.com

**ARTICLE 2.**
**TERMINATION**

The City may terminate this Agreement at any time without penalty or recourse. In the event of an emergency, as determined by the City, such termination shall be effective immediately. Otherwise, termination will be effective upon 30 calendar days’ written notice to the Permittee.
ARTICLE 3.
HOLD HARMLESS AND INDEMNIFICATION

Permittee shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Permittee in performance of this Agreement or from Permittee's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Permittee shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Permittee shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Permittee will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Permittee may request. Permittee will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Permittee shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

IN WITNESS WHEREOF, the City and Permittee have executed this Agreement in two copies as of the below-written date.

APPROVED AS TO FORM: 

CHARLES W. SWANSON 
LAW DIRECTOR

CITY OF KNOXVILLE

BY: 

INDYA KINCANNON 
MAYOR

DATE: 

Packet Pg. 298
KINGSTON PIKE-SEQUOYAH HILLS ASSOCIATION

BY: ________________________________

_______________________________
PRINTED NAME

_______________________________
TITLE
Feet

0 400 800 1600

Panther Fountain Vicinity Map

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Printed: 9/18/2020 10:54:50 AM

Packet Pg. 301
AGENDA SUMMARY A Resolution authorizing the Mayor to execute an agreement with Barge Design Solutions, Inc. to provide professional engineering design and related technical services for the East Knoxville Greenway Project for an amount not to exceed $490,270.00 with TDOT funding $392,216.00 and the City funding $98,054.00.

COUNCIL DISTRICT(S) AFFECTED
6th District (Vice Mayor Gwen McKenzie)

BACKGROUND
The East Knoxville Greenway will provide an alternative transportation route that connects Harriet Tubman Park and the Knoxville Botanical Gardens and Arboretum. This important connector was identified in Knoxville's 2016 Greenway Corridor Feasibility & Assessment Study. The City received a TDOT Surface Transportation Block Grant for the design and construction of this project.

OPTIONS
Approve or deny the agreement with Barge Design Solutions, Inc.

RECOMMENDATION
Approve the agreement.

ESTIMATED PROJECT SCHEDULE
All project phases are expected to be completed by April 30, 2024.

PRIOR ACTION/REVIEW
On August 27, 2019, City Council approved Resolution No. R-291-2019 which allowed the City to enter into a contract with TDOT to accept funding to cover 80% of the costs of the design and construction of this project.

FISCAL INFORMATION
This project is funded by a TDOT Surface Transportation Block Grant with 80% provided in federal funds and a 20% local match. The City’s match of $98,054.00 is budgeted under
the Greenway Corridors line item in the Capital Improvements Budget.

AIS Prepared by: George Daws, P.E., Civil Engineering Division, 215-6121.

**ATTACHMENTS:**

- resolution, Barge Design Solutions, TDOT Procurement, East Knox Greenway Project (DOC)
- agreement, Barge Design Solutions, East Knoxville Greenway Project (DOCX)
- LOI East Knoxville Greenway Project (DOCX)
- EastKnoxGreenway - Addendum #1 (DOCX)
- CORRIDOR-F-CONCEPT (PDF)
- Barge Design Solutions - Phase I submission (PDF)
- Barge Design Solutions - Phase II submission (PDF)
- 2020_08_19_EastKnoxProposal (PDF)

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<td>SECONDER:</td>
<td>Tommy Smith, First District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
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</tbody>
</table>
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC. TO PROVIDE PROFESSIONAL ENGINEERING DESIGN AND RELATED TECHNICAL SERVICES FOR THE EAST KNOXVILLE GREENWAY PROJECT FOR AN AMOUNT NOT TO EXCEED $490,270.00 WITH TDOT FUNDING $392,216.00 AND THE CITY FUNDING $98,054.00.

WHEREAS, the City of Knoxville wishes to expand and enhance its greenway network to provide additional routes for both recreation and alternative transportation; and

WHEREAS, the East Knoxville Greenway Project ("Project") will provide a major connection between Harriet Tubman Park and the Knoxville Botanical Gardens and Aboretum, with further future connectivity to nearby First Creek Greenway and Morningside Greenway; and
WHEREAS, this Project has been awarded a TDOT Surface Transportation Block Grant with 80% provided in federal funds and a 20% local match; and

WHEREAS, the City of Knoxville advertised for professional engineering design and related technical services for the East Knoxville Greenway Project (“Project”); and

WHEREAS, an evaluation committee reviewed the letters of interest and, in accordance with the requirements by the Tennessee Department of Transportation, selected the top three most qualified firms to submit qualifications for the Project; and

WHEREAS, after receiving qualifications from the top three firms, an evaluation committee reviewed the qualifications and determined that Barge Design Solutions, Inc. was the most qualified firm, and after review of its detailed scope of services and proposed fee, recommends the Project be awarded to Barge Design Solutions, Inc.; and

WHEREAS, the City desires to enter into an agreement with Barge Design Solutions, Inc. to provide professional engineering design and related technical services for the Project for an amount not to exceed $490,270.00 with $392,216.00 funded by TDOT and $98,054.00 funded by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Mayor of the City of Knoxville is hereby authorized to execute an agreement in substantially the same form as the agreement attached hereto with Barge Design Solutions, Inc. for the East Knoxville Greenway Project for an amount not to exceed $490,270.00 with TDOT funding $392,216.00 and the City funding $98,054.00, as set forth in the contract documents.
SECTION 2: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

________________________________________
Presiding Officer of the Council

________________________________________
Recorder
CONSULTANT AGREEMENT

This Agreement is made by and between the City of Knoxville ("City"), a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901, and Barge Design Solutions, Inc. ("Consultant"), a Tennessee corporation, 520 West Summit Hill Drive, Suite 1202, Knoxville, Tennessee 37902.

WHEREAS, the City’s Purchasing Department advertised for professional engineering design and related technical services for the East Knoxville Greenway Project ("Project"); and

WHEREAS, an evaluation committee reviewed the letters of interest and, in accordance to the requirements by the Tennessee Department of Transportation, selected the top three most qualified firms to submit qualifications for the Project; and

WHEREAS, after receiving qualifications from the top three firms, an evaluation committee reviewed the qualifications and determined that Consultant was the most qualified firm, and after review of Consultant’s detailed scope of services and proposed fee, recommends the Project be awarded to Consultant; and

WHEREAS, the City desires to enter into an agreement with Consultant to provide professional engineering design services and related technical services for the Project for an amount not to exceed Four Hundred Ninety Thousand Two Hundred Seventy and 00/100 Dollars ($490,270.00); and

WHEREAS, Consultant has the necessary experience and qualifications to perform said work; and
WHEREAS, City Council by Resolution No. ______________ on October 6, 2020, authorized the Mayor of the City of Knoxville to execute this Agreement on behalf of the City of Knoxville.

NOW, THEREFORE, the City of Knoxville and Consultant for the mutual promises and considerations herein agree as follows:

1. **Scope of Professional Services.** Consultant shall provide professional engineering design and related technical services for the East Knoxville Greenway Project, as set forth in the contract documents.

2. **Contract Documents.** The executed Contract Documents will consist of the following:

   (a) This Agreement; and
   (b) City’s Request for Letters of Interest and Addendum, attached as Exhibit A; and
   (c) Letter of Interest from Consultant dated October 25, 2019, attached as Exhibit B; and
   (d) Statement of Qualifications from Consultant dated November 22, 2019, attached as Exhibit C; and
   (e) Letter as to detailed scope and proposed fee submitted by Consultant dated August 19, 2020, attached as Exhibit D.

To the extent there is a conflict between the terms of any of the documents that constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on Consultant shall control.

3. **Termination.** The City may terminate this Agreement at any time, with or without cause, by written notice of termination to Consultant. If the City terminates this Agreement, and such termination is not a result of a default by Consultant, Consultant shall be entitled to receive as its sole and exclusive remedy just compensation for all satisfactory, authorized services completed prior to the effective date.
4. **Term.** Consultant acknowledges that time is of the essence and that the services, as described herein, will commence as soon as practical upon receiving notice that this Agreement has been executed. Consultant shall perform the services with due and reasonable diligence and fully complete the services by April 30, 2024.

5. **Contract Price.**
   
   (a) The City shall pay to Consultant for the satisfactory performance of the engineering design and related technical services under this Agreement according to the fee schedule attached as part of Exhibit D, provided, however, the total contract amount shall not exceed Four Hundred Ninety Thousand Two Hundred Seventy and 00/100 Dollars ($490,270.00).

   (b) Consultant shall submit an invoice for these services performed for the City. The invoices shall be in a form approved by the City, shall indicate the time period during which the services were performed, and shall be signed to certify their accuracy.

   (c) The City will pay Consultant for the work satisfactorily performed within thirty (30) days of the receipt of an undisputed invoice. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement. The City shall advise Consultant in writing if any portion is disputed and will not withhold payment on undisputed portions of any invoice.

6. **Notices.** Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:
City of Knoxville:  
Penny Owens, Purchasing Agent  
P.O. Box 1631  
Knoxville, TN 37901  
(865) 215-2070  

cc:  
Thomas V. Clabo,  
Chief Civil Engineer  
3131 Morris Avenue  
Knoxville, TN 37909  
(865) 215-6100

Consultant:  
John T. Hunter, PE, Vice President  
Barge Design Solutions, Inc.  
520 West Summit Hill Drive, Suite 1202  
Knoxville, TN 37902  
(865) 637-2810

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. Mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

7. Indemnification. Consultant shall defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) for losses caused in whole or in part by the negligent acts, errors, or omissions of Consultant in performance of this Agreement or from Consultant’s failure to perform this Agreement using a due and reasonable standard of professional care and skill (“Indemnified Claim”), and except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Consultant shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same.
by the City. Consultant will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Consultant may request. Consultant will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

Consultant shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City with respect to any Indemnified Claim.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

8. Insurance. Consultant shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

(a) Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000.
Such insurance shall:

(1) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(2) For any claims related to this project, Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

(3) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

(b) Professional Liability (including Errors & Omissions). Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of $2,000,000. If the coverage is written on a claims-made form:
(1) The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.

(2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.

(3) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

(4) A copy of the claims reporting requirements must be submitted to the City for review.

(c) Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Consultant.

(d) Workers’ Compensation Insurance. Consultant shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with
limits of not less than $500,000. Consultant shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by consultant’s workers’ compensation insurance coverage.

(e) Other Insurance Requirements. Consultant shall:

(1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

(2) Upon the City’s request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City’s Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
(3) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

(4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

(5) If Consultant cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Consultant may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

(6) Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation / Employer's Liability insurance (unless subcontractor's employees are covered by Consultant’s insurance) in the same manner as specified for Consultant. Consultant shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

(7) Large Deductibles: Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the
commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

(8) **Waiver of Subrogation Required.** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Consultant for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

(9) **Occurrence Basis Requirement.** All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

9. **Non-Discrimination.** Consultant:

(a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin:
(b) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or familial status or national origin;

(c) will, in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin; and

(d) will include these provisions in every subcontract or sublease let by or for it.

10. Ethical Standards. Consultant hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

   (a) Sec. 2-1048. Conflict of Interest.

   It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

   (1) The employee or the employee's immediate family;
(2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or

(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(b) Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of Council, member of the Board of Education, officer or employee of the City to have or hold any interest in the profits for emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of Council, member of the Board of Education, officer or employee has or holds any such interest is void.

(c) Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) An official action taken, or to be taken, or which could be taken;

(2) A legal duty performed, or to be performed, or which could be performed; or

- 12 -
A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Consultant. Every person, before being awarded a contract in excess of ten thousand dollars ($10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of
any party contracting with the particular department or agency in which the person is employed.

(f) Remedies for Violations. For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

1. Oral or written warnings or reprimands;

2. Cancellation of transactions; and

3. Suspension or debarment from being a contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a contractor or subcontractor under a city contract.

11. ADA Compliance. With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., (“ADA”). Consultant agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Consultant, its employees, agents or representatives which violates the ADA. Consultant agrees that the City will not be responsible for any costs or expenses arising from Consultant’s failure to comply with the ADA.

12. Independent Contractor. Consultant and its agents and employees will perform all work and render all services as an independent contractor; neither it nor its employees shall be
considered employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

13. **Assignment.** The Consultant shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

14. **Subcontractors.** Consultant shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

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

16. **Required Approvals.** Neither Consultant nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

17. **Article Captions.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

18. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

19. **Federal, State and Local Requirements.** Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations. Consultant shall coordinate all work with the requirements of the Tennessee Department of Transportation.

20. **No Benefit for Third Parties.** The services to be performed by the Consultant pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Consultant’s performance of its services hereunder, and no right to assert a claim against the City or the Consultant, its officers, employees, agents or contractors shall accrue to the Consultant or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Consultant’s services hereunder.

21. **Non-Reliance of Parties.** Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

22. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies;
orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

23. **EEO/AA.** The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

24. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this Agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

25. **Entire Agreement.** This Agreement forms the entire Agreement between the City and Consultant. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

**IN WITNESS WHEREOF,** the City and Consultant have executed this Agreement in two (2) copies as of the below-written date.

**APPROVED AS TO FORM:**  

**CITY OF KNOXVILLE**

____________________________

BY: ______________________________

CHARLES W. SWANSON

INDYA KINCANNON

LAW DIRECTOR

MAYOR

DATE: ____________________________
FUNDS CERTIFIED: BARGE DESIGN SOLUTIONS, INC.

___________________________    ______________________________
SUSAN A. GENNOE    TITLE:
FINANCE DIRECTOR

BY: ______________________________

Required Documents:
Certificate of Insurance
Certificate of Professional Liability Insurance
NOTICE TO CONSULTANT ENGINEERS REGARDING A REQUEST FOR QUALIFICATIONS
AND LETTERS OF INTEREST

September 20, 2019

City of Knoxville, an Equal Opportunity, Affirmative Action Employer, seeks to retain the services of a professional consultant engineering firm to provide design services and additional related technical services to the East Knoxville Greenway Project. The project shall be accomplished in accordance with TDOT Local Programs guidelines. The professional consultant engineering consulting firm must be on TDOT’s pre-approved list or have a completed pre-qualification form filed with TDOT by the deadline for the Letters of Interest. The prequalified firm must have unlimited status.

Project Description:

The scope of services for this project will include designing a greenway connection that connects the Knoxville Botanical Garden to Willow Avenue and to Caswell Park. This unique urban project will provide connectivity to multiple parks, schools, and residential areas. Tasks will include coordination with TDOT’s Local Programs office throughout the NEPA, design, and ROW phases. Work will also include obtaining any necessary permits as well as No-Rise Certification or Letter of Map Revision in conjunction with the City’s FEMA Flood Insurance Program if needed. This project is funded by a State Transportation Block grant.

Required Scope of Services

- Project design
- NEPA document preparation
- Coordinate ROW acquisition as needed
- Obtain all necessary permits for the project
- Prepare bid specifications and construction plans

Estimated Schedule for Performance of Work

- Design/NEPA – January 2021
- Right-of-Way – January 2022
- Bid Specifications and Construction Plans – March 2022

Schedule for Evaluation

- Question deadline: Prospective respondents may submit questions no later than October 18, 2019 at 4:30 p.m. Eastern Time. All questions must be e-mailed to Penny Owens at powens@knoxvilletn.gov.
- Letters of Interest for Phase I due October 25, 2019 at 11:00 a.m. eastern time
- Short list of 3 firms selected by November 1, 2019
- Phase II proposals due by November 15, 2019 at 11:00 a.m. eastern time
- Final selection of highest ranked firm by December 6, 2019

Firms may request consideration by submitting a letter of interest along with qualifications to City of Knoxville, Office of the Purchasing Agent, City County Building, Suite 667; 400 Main Street; Knoxville, TN 37902 Attn: Penny Owens. All letters of interest must be received by the City of
Knoxville on or before 11:00:00 Eastern Time Friday, October 25, 2019. The letter of interest and qualifications shall indicate the scope of services to be completed by any sub-consultants. The City requires a submittal of six (6) printed copies of each Letter of Interest and qualifications and one (1) electronic copy on CD format. Label outside of envelope with project name: East Knoxville Greenway Project.

**Phase I Evaluation**

For Phase I evaluations firms shall submit letters of interest with firm contact information including name, address and e-mail of primary contact. The LOI’s shall be limited to a maximum of five (5), single-sided pages, with a minimum font size of 10. The letters of interest shall also include:

- Work experience in the required disciplines with the City, TDOT and other clients.
- Experience of proposed team assigned to the project in the required disciplines
- Relevant licensures and certifications
- TDOT prequalification status

From the letters of interest, the City of Knoxville will select three (3) qualified firms to submit Phase II qualifications. From this list the top ranked consultant will be selected.

**Phase II Evaluation**

City of Knoxville will evaluation the firms on the following criteria (relative weight):

1. **Firms Qualifications and Experience on Similar Contracts.** The firm(s) involved should be able to cite projects of similar scope and size that have been successfully completed, and that have involved team members identified in the submittal in order to demonstrate success in project management. This includes evidence of good communication with all involved parties, a record of working successfully with clients and regulatory agencies, use of creative problem solving, and the ability to manage staff, budgets, and timelines in order to meet project goals and minimize the necessity for project change orders (30%).

2. **Project Approach/Methodology.** Describe in detail how this project will be approached. Describe any innovative or progressive approached that would used in this project. Clearly show why the firm(s) should be superior to other proposing firms in the delivery of the scope of services (25%).

3. **Key Project Personal Qualifications & Experience.** Respondents should clearly identify the principal-in-charge and include in that person’s qualifications a description of project management expertise. Additionally, the names of persons, their respective titles/roles, vitae, and dedication of time should be provided for any team member playing a significant role in the project (25%).

4. **Firms Availability.** List location of key staff and their ability to meet with City personnel or conduct site visits as required (20%).

The consultant evaluation committee holds the ability to conduct interviews based on scoring as Phase III Evaluation.
Prequalification procedures, example letter of interest, list of pre-qualified firms and certified DBEs, TDOT’s standard procurement policy, and additional information can be found at this internet address http://www.tn.gov/tdot/topic/consultantinfo. For information on prequalification, please contact Christine Smotherman at (615)741-4460 or Christine.Smotherman@tn.gov.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by City of Knoxville. For information on DBE certification, please contact David Neese at (615)741-3681 or David.Neese@tn.gov. Details and instructions for DBE certification can be found at the following website: http://www.tn.gov/tdot/topic/small-business.
ADDENDUM NO. 1

DATE: October 23, 2019

TO: All Interested Consultants

FROM: Penny Owens, Assistant Purchasing Agent

SUBJECT: Addendum No. 1 – East Knox Greenway Project

LOI TO BE OPENED: October 25, 2019 at 11:00 a.m. (Eastern)

This addendum is being published to respond to questions asked by potential design consultants regarding the East Knox Greenway Project. This addendum becomes a part of the Requests for Qualifications advertisement and modifies the original request as noted.

Question #1: Is there a study or conceptual plan depicting the greenway’s alignment available?

Response: A conceptual plan map from the City of Knoxville Greenway Study is attached to this addendum. Part of the scope of work will be evaluating various alignment alternatives that may or may not follow the route shown on the attached map.

Question #2: Will you please clarify whether the topo survey will be provided or if will we need to include survey experience in our RFQ response?

Response: The consultant will need to include survey experience in their RFQ response as this work will be necessary to prepare construction plans once a final greenway alignment has been determined.

END OF ADDENDUM NO. 1
Letter of Interest

EAST KNOXVILLE GREENWAY PROJECT

City of Knoxville
Knoxville, Tennessee
October 25, 2019

Attachment: Barge Design Solutions - Phase I submission (R-291-2020: East Knox Greenway Project)
October 25, 2019

City of Knoxville
Office of the Purchasing Agent
City County Building, Suite 667
400 Main Street
Knoxville, TN  37902
Attn: Penny Owens

RE: East Knoxville Greenway Project

Dear Ms. Owens:

The City of Knoxville continues to make improvements to its greenway system in support of the City’s goals of strong, safe neighborhoods, and both living and working green. Barge Design Solutions, Inc. (Barge) has extensive experience partnering with the City on various projects, including Liberty Street Multimodal, Sutherland Avenue Sidewalk, NW Greenway Connector, and Broadway Streetscape projects. Our team welcomes the opportunity to once again work with you to improve the multimodal connectivity in the City where we live and work.

Our local project manager, civil engineers, and surveyors make up a skillful team ready to support the City of Knoxville with experience, knowledge of the area, and quick response time. Our background in greenway design projects includes a variety of challenging routes and environments. Selection of the Barge team for this project would provide the City with a number of benefits, including:

**We know Knoxville and its greenway network.** Through our local office, we have been designing projects in the City for over 40 years. We understand the greenway network and how it needs to fit into the overall transportation network of the City. There is no substitute for knowledge of the area and its connectivity concerns—a result of having professionals who live and work in Knoxville.

**We know the TDOT Local Programs Guidelines.** We have been selected by the TDOT Local Programs Office for a statewide on-call contract to assist municipalities with projects funded through TDOT.

**We are committed to efficient project execution.** We know that meeting schedule and budget commitments is very important to you, and we will strive to keep those commitments. Immediate availability of our team members will enable us to get to work quickly and dedicate the time that this project needs.

Thank you for your review of this letter of interest and our enclosed qualifications. If I may clarify anything for you, please contact me at 865-934-4171 or john.hunter@bargedesign.com.

Sincerely,

John T. Hunter, PE
Vice President, Client Service Leader
Work Experience in the required disciplines with the City, TDOT, and Other Clients

Barge is a professional services firm with local engineers, architects, landscape architects, surveyors, and scientists. Employing over 400 firm-wide, Barge has in our Knoxville office almost 60 professionals in these disciplines. Locally, we provide services from conception to completion for sidewalks, roadways, greenways and trails, buildings, parks, bridges, and utilities. Our transportation group has provided consulting engineering services for a number of municipal clients and TDOT for many years.

Barge has a dedicated surface transportation group that provides services for a range of multimodal types, including design for greenways, sidewalks, and trails.

We are currently under contract with various municipalities, including the City of Knoxville, and TDOT for several projects. We understand the complexities of working with State departments of transportation, local governments, developers, and industry clients. We also understand the significant impact that a greenway network brings to enhance local quality of life. It is part of Barge’s mission to support clients like you, and to assist by planning and designing infrastructure improvements such as greenways, sidewalks, streetscapes, and roadways that serve residents, visitors, and businesses.

The dozens of projects that we have completed in recent years involving pedestrian and bicycle trails bring an understanding of your goals and needs, as well as an understanding of potential hurdles that may need to be overcome.

Barge is ready to provide engineering services related to the design for the East Knoxville Greenway Project. Our team is very familiar with the area of the proposed greenway and the need to connect neighborhoods and destinations, such as parks and schools. This addition to East Knoxville will not only provide needed connectivity, but enhance the community and encourage recreation and healthy living. Below are similar project descriptions that Barge has successfully completed or is currently providing services for various clients throughout Tennessee.

SPECIALIZED EXPERIENCE

PIGEON FORGE GREENWAY, PIGEON FORGE, TN

Barge completed an overall greenway master plan for the City of Pigeon Forge, a primary gateway community to the Great Smoky Mountains National Park. Barge conducted an inventory and analysis of natural systems and built systems, identifying important natural, scenic, and historic features, opportunities and constraints with trail recommendations, potential high volume pedestrian/bicycle origination and destination points, existing and planned public facilities (parks, schools, etc.), and transportation improvements.

In three phases (to date), Barge has provided surveying, landscape architecture, and civil, electrical, and structural engineering services for the greenway trail and streetscape improvements. Phase I and II have been constructed; and the design is complete on Phase III and ROW acquisition activities are underway.

GATLINBURG GREENWAY MASTER PLAN
GATLINBURG, TN

Barge was retained to prepare the greenways master plan. A key goal of the plan was to provide a proposed greenway network that not only connects residents and visitors of Gatlinburg to the businesses that are dependent on their support, but also fosters an overall feeling of connectivity within the community by providing an uninterrupted trail system throughout. Barge wanted to help the city develop a greenway system that would promote economic development, improve living conditions for residents and tourists, and perhaps most importantly, add to the feeling of pride in this beautiful mountain community.

KNOX-BLOUNT GREENWAY, KNOXVILLE, TN

Barge designed an extension of the Knox-Blount Greenway from the planned terminus of the TDOT constructed portion of the trail on Alcoa Highway across from Court South to Maloney Road, along Maloney back to Alcoa Highway, and through the University of Tennessee Research Farm to I. C. King Park, a distance of approximately two miles. The asphalt trail will traverse different environments including wooded areas, residential neighborhoods, and open pasture on the UT Farm. A boardwalk will avoid impacts to a wetland area on the UT Farm. Civil design included alignment, grading, and ADA compliance.

CHICKAMAUGA CREEK GREENWAY,
CHATTANOOGA, TN

Barge has been a part of shaping the scenic Chickamauga Creek Greenway through multiple phases of work. A recent phase is an ADA-accessible, multi-use path following South Chickamauga Creek through steep, rocky terrain. Catering to walkers, bikers, runners, and canoers, the trail has developed into a popular destination for leisure and alternative transportation.

The project is a 2.6-mile extension of the 14-mile South Chickamauga Creek Greenway that is planned to connect the Tennessee Riverwalk to Camp Jordan Park in East Ridge, Tennessee. The new section brings the area one step closer to the goal of offering a unified system
of trails and open spaces that will improve the quality of life for residents and visitors, as well as attract new businesses.

**Experience of Proposed Team Assigned to the Project in the Required Disciplines and Relevant Licensures and Certifications**

Barge is a professional services firm that includes engineers, planners, architects, landscape architects, surveyors, technicians, and scientists. We provide multidisciplinary planning, design, and construction engineering services (CEI) from conception to completion for a wide variety of public and private infrastructure projects. Barge is ranked 182 in the top 500 engineering and design firms in the nation by Engineering News Record. Since our founding, we have grown to a staff of over 400 across 15 offices and five states. While the 400 staff members provide us with a number of subject matter specialists that can be called on for any project, our five offices across the state of Tennessee allow us to maintain that local presence and understanding.

Barge was recently selected as one of six firms statewide for the TDOT Local Programs On-Call Contract to assist municipalities across the State with design, environmental design, and construction engineering and inspection services (CEI) along with navigating the local programs process.

**TEAM ORGANIZATION**

**CITY OF KNOXVILLE**

**PROJECT MANAGER**

Casey Tyree, PE, PMP

**CLIENT SERVICE LEADER**

John Hunter, PE

**Survey**

Mark Wilson, RLS

**Roadway/Sidewalk Design**

Andrea Hall, PE

Molly King, PE

Charles Russell, PE, CPESC

**Signal Design**

Jonathan Smith, PE

**Utility Coordination**

Andrea Hall, PE

Andrew Clark, PE, CFM

**Hydraulic Design**

Andrew Murr, PE

**Permits**

Andrea Hall, PE

**Trails/Greenway**

Chris Lambka

Blake Loudermilk, PE

**JOHN HUNTER, PE | CLIENT SERVICE LEADER, LOCAL PROGRAMS**

**EDUCATION**

MBA

M.S., Civil Engineering

B.S., Civil Engineering

**CREDENTIALS**

PE in TN

TDOT Local Programs Training

**PROJECT EXPERIENCE**

**Northwest Greenway Connector** *Knoxville, TN*

Client Service Leader providing oversight for this project that includes 3,900 linear feet of new greenway and associated improvements. When this segment and adjacent segments are completed, the 16.4-mile completed greenway corridor will connect several schools, parks, churches, neighborhoods, and a YMCA. Will include ADA assessment and guidelines as part of the design.

**Magnolia Avenue Streetscape** *Knoxville, TN*

Client Service Leader for the City of Knoxville. Serving in a client service role on the project to revitalize Magnolia Avenue with streetscape improvements incorporating landscape plantings, addition of bike lanes, new signalization, street lighting, new medians and turn lanes, sidewalk and curb improvements, and roadway reconstruction.
**CASEY TYREE, PE, PMP | PROJECT MANAGER**

**EDUCATION**  
M.S., Engineering Management  
B.S., Civil Engineering  

**CREDENTIALS**  
PE in TN, GA  
Project Management Institute  

**PROJECT EXPERIENCE**  
**Broadway Streetscape** Knoxville  
Project Manager for extension of the First Creek Greenway along Broadway from Woodland Avenue to Cecil Avenue along First Creek. The project is a TDOT Local Programs project and Barge’s scope includes NEPA, survey, public coordination, civil engineering design, and permitting. The project design includes ADA accessibility, crosswalks, bridge widening, traffic signal, and pedestrian amenities.  

**Magnolia Avenue Streetscape** Knoxville, TN  
Project Manager for project to revitalize Magnolia Avenue, incorporating landscape plantings, addition of bike lanes, new signalization, street lighting, new medians and turn lanes, sidewalk and curb improvements, and roadway reconstruction. Managing the project with the goal to invigorate commercial district, strengthen the neighborhood environment, beautify the corridor, and provide safe pedestrian usage.  

**JONATHAN SMITH, PE | SIGNAL DESIGN**

**EDUCATION**  
B.S., Civil Engineering  

**CREDENTIALS**  
PE in TN, AL, GA, KY, OH  

**PROJECT EXPERIENCE**  
**Town of Thompson’s Station On-Call Traffic Engineering** Thompson’s Station, TN  
Project Manager/Project Lead Traffic Engineer for on-call contract. Leading traffic impact study reviews, transportation planning, traffic signal timing, and development of standards and guidance documents for the Town.  

**Main Street Kingsport Rebuild and Streetscape** Kingsport, TN  
Project Lead Traffic Engineer services for the reconstruction of Main Street, from Sullivan Street to Market Street. Services include updated signals, including new pedestrian signals and traffic signal timing.  

**MARK WILSON, RLS | SURVEYOR**

**CREDENTIALS**  
RLS in TN  

**PROJECT EXPERIENCE**  
**Old Broadway Sidewalk Project** Knoxville, TN  
Surveyor for a project that includes a new sidewalk along Old Broadway. The work includes two phases divided into northern and southern sections. The southern section includes pedestrian signal improvements at an intersection. Included topographic surveying; establishment of existing property lines, right-of-way, and easements; planimetric and utility information necessary for design; and post-construction restoration of existing property corner monuments and set new corners as required by property acquisition.  

**ANDREA HALL, PE | ROADWAY/SIDEWALK DESIGN, PERMITS, UTILITY COORDINATION**

**EDUCATION**  
B.S., Civil Engineering  

**CREDENTIALS**  
PE in TN  
TDOT Local Programs Training  

**PROJECT EXPERIENCE**  
**Old Broadway Sidewalk Project** Knoxville, TN  
Lead Engineer for a new sidewalk along Old Broadway. Led a team for two phases divided into northern and southern sections. The southern section includes pedestrian signal improvements at an intersection.  

**West Broadway Intersection Improvements** Maryville, TN  
Project Manager for a project to add a new signalized intersection at the intersection of West Broadway and commercial developments. The project consists of new horizontal and vertical alignments, access management and a closed drainage system. The project includes coordination with COM, Maryville-Alcoa Central Traffic Operations (MCTO), ROW appraisers/negotiators, and Food City developers.  

**MOLLY KING, PE | ROADWAY/SIDEWALK DESIGN, ADA COMPLIANCE**

**EDUCATION**  
B.S., Environmental Science and Technology  
B.S., Civil Engineering  

**CREDENTIALS**  
PE in TN  
TDOT Local Programs Training  

**PROJECT EXPERIENCE**  
**Magnolia Avenue Streetscape** Knoxville, TN  
Civil Engineer for project to revitalize Magnolia Avenue with streetscape improvements incorporating addition of bike lanes, new signalization, street lighting, new medians and turn lanes, ADA sidewalk and curb improvements, and roadway reconstruction.  

**Old Broadway Sidewalk Project** Knoxville, TN  
Civil Engineer for design of new sidewalk along Old Broadway. The work includes two phases divided into northern and southern sections. The southern section includes pedestrian signal improvements at an intersection.  

**CLO Steps and Sidewalks** Oak Ridge, TN  
Civil Engineer for design of concrete steps and ADA sidewalk to replace gravel path from CLO Control Room to Spallation Drive. Provided conceptual layout to extend existing sidewalk along the north edge of the parking lot toward west of the building.  

**KATIE MCKEEL | NEPA**

**EDUCATION**  
Master of City and Regional Planning  
B.S., Business Administration  

**PROJECT EXPERIENCE**  
**First Creek Greenway/Broadway Streetscape** Knoxville, TN  
NEPA Project Coordinator overseeing the environmental review of the project proposed to connect two sections of the First Creek Greenway. Environmental review included coordination with TDOT and other State and Federal agencies and the preparation of all NEPA related documents.  

**Liberty Street Multimodal Project** Knoxville, TN  
NEPA Project Coordinator. The proposed project would provide for the addition of sidewalks and bicycle facilities along Liberty and Division Streets in Knoxville, TN. Coordinated the environmental review process and reviewed related NEPA documents. Responsible for preparation of the final NEPA document.
### Charles Russell, PE, CPESC | Drainage

**Education**
- M.S., Civil Engineering
- B.S., Civil Engineering

**Credentials**
- PE in TN, AL, GA
- CPESC

**Project Experience**
- **Liberty Street Multimodal Project** Knoxville, TN
  - Project Manager/Project Engineer leading the team in the environmental review process for the addition of sidewalks and bicycle facilities along Liberty and Division Streets.
- **Main Street Kingsport Rebuild and Streetscape** Kingsport, TN
  - Erosion Control Engineer coordinating the erosion control services for the reconstruction of Main Street, from Sullivan Street to Market Street. Improvements include resurfacing, curb repair, sidewalk enhancements, additions of bulbouts, removal of rail siding, diamond grinding, sub-surface repair and rebuild, and ADA upgrades.

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### Andrew Clark, PE | Utility Coordination

**Education**
- B.S., Civil Engineering

**Credentials**
- PE in TN, GA, NC, VA, SC, OH

**Project Experience**
- **Knoxville Utilities Board PACE10 Fountain City Trunk Line Replacement** Knoxville, TN
  - Project Manager/Project Engineer leading a team providing survey, preliminary design, final design, engineering services during construction, record drawings, and permit applications for replacement of the Upper First Creek Trunkline through commercially developed areas of North Broadway/Fountain City. Pre-construction services included assisting with easement documents, locating existing utilities, and preparing permit applications to TDEC (ARAP for stream crossing and sewer design), TDOT (utility encroachment), and the City of Knoxville (right-of-way and erosion control).

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### Andrew Murr, PE, CFM | Hydraulic Design/No-Rise Certification

**Education**
- M.S., Environmental and Water Resources Engineering
- B.S., Civil Engineering

**Credentials**
- PE in TN
- CFM

**Project Experience**
- **Magnolia Avenue Streetscape** Knoxville, TN
  - Environmental/Civil Engineer. Prepared stormwater drainage system layout and calculation package. The goal of the project is to invigorate the commercial district, strengthen the neighborhood environment, beautify the corridor, and provide for more safe pedestrian usage.
- **Lower Middle Creek Greenway** Pigeon Forge, TN
  - Environmental/Civil Engineer. Provided design services for a six-mile greenway along the route of the road improvements for Lower Middle Creek Road. The greenway was part of new highway construction funded by the two cities along with the TDOT. Schematic design of the trail included means of incorporating the trail into the previously designed roadway cross-section without increasing the cost of the roadway construction.

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### Chris Lambke | Trail and Greenway Planning/Design (Toole Design)

**Education**
- B.S., Landscape Architecture

**Credentials**
- PLA in NC, SC

**Project Experience**
- **Knoxville Bike Design** Knoxville, TN
  - Trail/Greenway Project Manager. Design of six bike facility projects in Knoxville. Separated bike lanes, bike boxes, bike signals, and a variety of facility types were developed to improve the corridors for bicyclists.
- **Maryville Greenway Connectivity Study** Maryville, TN
  - Urban Designer. Led the team in the development of an overall network that enhances safety, connects to the existing greenway, and removes barriers to walking and biking to schools and parks throughout the community.

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### Blake Loudermilk, PE | Trail and Greenway Planning/Design (Toole Design)

**Education**
- MBA
- B.S., Civil Engineering

**Credentials**
- PE in TN, GA, NC, SC

**Project Experience**
- **Cycle Atlanta 1.0** Atlanta, GA
  - Civil Engineer. Cycle Atlanta 1.0 is a project to implement a portion of the Cycle Atlanta Plan. Blake is the task lead for providing conceptual design for the project. He will also be providing guidance for the final design.
- **Northwest Arkansas Training and Bicycle Infrastructure Plan** Northwest, AR
  - Civil Engineer. Blake was part of the team that performed conceptual design for 11 corridors throughout Northwest Arkansas. He provided design concepts for protected intersections and facility transitions.

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**TDOT Prequalification Status**

Barge currently has Unlimited Prequalification status, allowing us to cover the scope of services for the size of this project. We have completed similar multi-use path and sidewalk design projects for various municipalities, as demonstrated in this submittal. These have ranged from small and straightforward sidewalk extensions, to large and complex roadway projects involving intersection improvements and lane additions. We will bring the same services provided on those projects to the East Knoxville Greenway Project for the City of Knoxville.
Statement of Qualifications

EAST KNOXVILLE GREENWAY PROJECT

Phase II Evaluation

BARGE DESIGN SOLUTIONS

City of Knoxville
Knoxville, Tennessee
November 22, 2019
November 22, 2019

City of Knoxville
Office of the Purchasing Agent
City County Building, Suite 667
400 Main Street
Knoxville, TN 37902
Attn: Penny Owens

RE: East Knoxville Greenway Project

Dear Ms. Owens:

Barge Design Solutions, Inc. (Barge) is excited to have the opportunity to submit our Phase II proposal for the East Knoxville Greenway Project. As the City of Knoxville continues to make improvements to its greenway system in support of the City’s goals of strong, safe neighborhoods, and living green and working green, Barge is proud to be your partner. Barge has extensive experience working with the City on various projects, including Liberty Street Multimodal, Sutherland Avenue Sidewalk, NW Greenway Connector, and Broadway Streetscape projects. Our team welcomes the opportunity to once again work with you to improve the multimodal connectivity in the City where we live and work.

We are prepared to provide the City of Knoxville with quick response times, based on the location of our team. Our local project manager, civil engineers, and surveyors are a short distance from the City of Knoxville offices and the project site. Our background in greenway design projects includes a variety of challenging routes and environments. Selection of the Barge team for this project would provide the City with a number of benefits, including:

We know Knoxville and its greenway network. Through our local office, we have been designing projects in the City for over 40 years. We understand the greenway network and how it needs to fit into the overall transportation network of the City. There is no substitute for knowledge of the area and its connectivity concerns — a result of having professionals who live and work in Knoxville.

We know the TDOT Local Programs Guidelines. We have been selected by the TDOT Local Programs Office for a statewide on-call contract to assist municipalities with projects funded through TDOT.

We are committed to efficient project execution. We know that meeting schedule and budget commitments is very important to you, and we will strive to keep those commitments. We are prepared to dedicate the time the project requires to meet your schedule.

Thank you for your review of this letter of interest and our enclosed qualifications. If I may clarify anything for you, please contact me at 865-934-4171 or john.hunter@ bargedesign.com or our project manager, Casey Tyree at 865-934-41040 or casey.tyree@ bargedesign.com. We look forward to being selected for this project and supporting the City of Knoxville on this project.

Sincerely,

John T. Hunter, PE
Vice President, Client Service Leader
## Contents

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1. Firms Qualifications and Experience on Similar Contracts

Knox-Blount Greenway

KNOXVILLE, TENNESSEE

Barge designed an extension of the Knox-Blount Greenway from the planned terminus of the TDOT constructed portion of the trail on Alcoa Highway across from Court South to Maloney Road, along Maloney back to Alcoa Highway, and through the University of Tennessee Research Farm to I. C. King Park, a distance of approximately two miles. The asphalt trail will traverse different environments including wooded areas, residential neighborhoods, and open pasture on the UT Farm. Civil design included alignment, grading, and ADA compliance.

**Team Members Included:** John Hunter, Casey Tyree, Andrea Hall, Molly King

**Evidence of Good Communication** (working successfully with clients and regulatory agencies): Worked with Public Building Authority, Knox County, TDOT, and UT throughout the process to have input and coordination between all parties. We got the project let in time to meet the grant requirements. Barge communicated with TDOT to coordinate with their proposed greenway and driveway. We also coordinated with UT to put their preferred style of fencing into the plans.

**Creative Problem Solving:** Currently working on creative solutions since UT now has federally granted research plots in the corridor of the greenway alignment. We are doing a redesign and adding a retaining wall to avoid the research plots.

**Managing Staff, Budgets, and Timelines:** The Barge team has a record of managing our staff, making sure the project stays within budget by continually doing QC checks, and being aware of all project deadlines to keep the project on schedule.
Chickamauga Creek Greenway
CHATTANOOGA, TENNESSEE

Barge has been a part of shaping the scenic Chickamauga Creek Greenway through multiple phases of work. A recent phase is an ADA-accessible, multi-use path following South Chickamauga Creek through steep, rocky terrain. Catering to walkers, bikers, runners, and canoers, the trail has developed into a popular destination for leisure and alternative transportation.

The project is a 2.6-mile extension of the 14-mile South Chickamauga Creek Greenway that is planned to connect the Tennessee Riverwalk to Camp Jordan Park in East Ridge, Tennessee. The new section brings the area one step closer to the goal of offering a unified system of trails and open spaces that will improve the quality of life for residents and visitors, as well as attract new businesses.

**Team Members Included:** This project was primarily designed by staff from Barge’s Chattanooga office.

**Evidence of Good Communication** (working successfully with clients and regulatory agencies): Barge worked closely with the South Chickamauga Alliance, a group that represents citizens who advocate for the protection, preservation, conservation, and improvement of the watershed. The design team met with the organization to solicit input for criteria and suggestions.

**Creative Problem Solving:** The sloped, heavily wooded terrain presented several challenges during the design process. There was limited survey data for the existing trees, and the actual alignment of the trail was conducted in the field by the project team. This hands-on process allowed for maximum flexibility to avoid specimen hardwood trees, rock bluffs, and other natural features identified for preservation. The design drawings depicted the general alignment and proposed materials of the project.

Because the trail crosses under city streets and active railroads, these locations presented opportunities for creative design. The design under Bonny Oaks Drive needed to maintain proper head clearance and keep the bottom of the bridge above the 100-year flood elevation. A covered walkway under a railroad protects users from potential falling debris from the tracks above, with the design offering safety combined with aesthetic appeal.

**Managing Staff, Budgets, and Timelines:** The Barge team has a record of managing our staff, making sure the project stays within budget by continually doing QC checks, and being aware of all project deadlines to keep the project on schedule.
First Creek Greenway/Broadway Streetscape

KNOXVILLE, TENNESSEE

The City of Knoxville selected Barge to design the extension of the First Creek Greenway along Broadway from Woodland Avenue to Cecil Avenue along First Creek. The project is a TDOT Local Programs project and Barge’s scope includes NEPA, survey, public coordination, civil engineering design, and permitting (TVA 26A, TDEC ARAP, and FEMA No-Rise).

The project design includes ADA accessibility, crosswalks, bridge widening, traffic signal, and pedestrian amenities. Survey, NEPA, and conceptual design phases are complete and preliminary design has started.

Project construction will be complete by July 2021.

**Team Members Included:** John Hunter, Casey Tyree, Andrea Hall, Katie McKeel, Molly King, Mark Wilson

**Evidence of Good Communication** (working successfully with clients and regulatory agencies): Not only is Barge working with the City and TDOT, but also with public groups to deliver a project the citizens can support. Local property owners are listening to us and we are listening to them to determine the best route for all.

**Creative Problem Solving:** A creative solution to design a crossing over the creek was the use of a cantilevered greenway section. We are looking at using the existing bridge into the shopping center, as it has sufficient width to run the greenway along it.

**Managing Staff, Budgets, and Timelines:** The Barge team has a record of managing our staff, making sure the project stays within budget by continually doing QC checks, and being aware of all project deadlines to keep the project on schedule.
Northwest Greenway Connector

KNOXVILLE, TENNESSEE

The City of Knoxville’s Northwest Greenway Connector project includes approximately 3,900 linear feet of new greenway and associated improvements. This segment of the Third Creek Greenway begins at the end of the Western Avenue Pedestrian Bridge approach trail and heads northeast along the north side of Ball Camp Pike and ends via connection to the existing Victor Ashe Greenway. Barge worked with the City at the conceptual phase to identify a couple of options for the greenway prior to moving into final design. When this segment and adjacent segments are completed, the 16.4-mile completed greenway corridor will connect several schools, parks, churches, neighborhoods, and a YMCA.

Barge is currently providing design services for this project. The site surveying scope of work includes topographic, establishment of property lines, right-of-way, and easements. Our design services include utility coordination, traffic control, layout, drainage and erosion control plans, and retaining wall design. Design and construction are expected to be completed in 2020.

Team Members Included: John Hunter, Casey Tyree, Andrea Hall, Charles Russell, Molly King, Mark Wilson

Evidence of Good Communication (working successfully with clients and regulatory agencies): We are working with the City on an alternate alignment to help them negotiate with a property owner. This involves communication to narrow down the best option that the City believes the property owner would support. We are also working with TDOT as we tie into a State Road and their greenway.

Creative Problem Solving: We are working on an alternate alignment to solve the issue of accessing the greenway, as close to property lines as possible, while still remaining ADA compliant. The new alignment must also stay out of any driveways and tree paths.

Managing Staff, Budgets, and Timelines: The Barge team has a record of managing our staff, making sure the project stays within budget by continually doing QC checks, and being aware of all project deadlines to keep the project on schedule.
Gatlinburg Greenways Master Plan

GATLINBURG, TENNESSEE

Gatlinburg’s main corridor leads to the Great Smoky Mountains National Park and is lined with retail shopping, motels/hotels, restaurants, theaters, and recreational facilities that are heavily visited by tourists. Tourism is Sevier County’s major industry and has helped to promote economic growth; however, it has also led to traffic congestion and pedestrian/vehicular conflicts. To address the demands that have been placed on the transportation system, and to enhance the recreational opportunities for its residents, the City of Gatlinburg initiated a greenway study to support the vitality of the community.

Barge wanted to help the city develop a greenway system that would promote economic development, improve living conditions for residents and tourists, and perhaps most importantly, add to the feeling of pride in this beautiful mountain community.

Barge was retained to prepare the greenways master plan. A key goal of the plan was to provide a proposed greenway network that not only connects residents and visitors of Gatlinburg to the businesses that are dependent on their support, but also fosters an overall feeling of connectivity within the community by providing an uninterrupted trail system throughout.

Steep terrain, lack of public land, narrow existing rights of way, density of existing development, stream crossings, and difficult construction access were all challenges to address in developing the plans for the various recommended trail segments.

The master planning process included GIS data, aerial photography, and field/site visits. Barge prepared a preliminary greenway master plan, with various segments connecting areas of interest within Gatlinburg city limits. Barge held a public meeting to collect responses from Gatlinburg residents. Support for the creation of a connected greenway system was overwhelmingly positive. The planning team then went to work to respond to the specific feedback and needs for where and how to connect various segments of the greenways throughout Gatlinburg.

We made revisions to the master plan based on public feedback, and presented a final master plan during a second public meeting. The final plan included cost and phasing recommendations, as well as standard greenway construction details as required by grant funding agencies. Though bike lanes on roadways were not a part of the greenways master plan, Barge thought outside of the “greenways box” by recommending that the city consider a separate study for bike lane feasibility based on feedback from the public workshop.

The final master plan identifies the influential factors and conceptual design recommendations for the development of a citywide greenway master plan. Phasing recommendations and preliminary budgets round out the plan, giving the City of Gatlinburg a realistic basis for moving forward in its urban improvements.
Pigeon Forge Riverwalk Trail and Greenway

PIGEON FORGE, TENNESSEE

Master Plan - Barge completed a greenway master plan which included an inventory and analysis of natural systems and built systems; identification of important natural, scenic, and historic features; opportunities and constraints with trail recommendations; potential high volume pedestrian/bicycle origination and destination points; existing and planned public facilities (parks, schools, etc.), and transportation improvements.

Barge facilitated public workshops to determine the community’s vision, goals, and objectives and to gain input on potential trail routes. We made flexible phasing recommendations, dividing the trail system into nine trails. The master plan included off-road greenways and urban sidewalks to facilitate pedestrian linkages.

After the master plan was complete, Barge began preliminary design of multiple segments and assisted the City in discussions with property owners where easements were needed. Difficulties in acquiring easements required examination of alternate routes including the use of existing road rights of way, crossings of the Little Pigeon River, and other difficult segments.

Design - In three phases (to date), Barge has provided surveying, landscape architecture, and civil, electrical, and structural engineering services for the greenway trail and streetscape improvements.

Phase I has 1.5 miles of asphalt greenway trail and concrete sidewalk, crosses under a bridge, and travels along the banks of the Little Pigeon River connecting to a residential area, where it converts from asphalt to concrete and continues along Butler Street to Patriot Park. To place the concrete trail/sidewalk along Butler Street, the storm drainage system had to be re-designed. The roadway surface was shifted five feet to the east to provide space for the trail and landscape buffer. The project included a small park, benches, and overlooks. The entire trail is lighted with decorative fixtures.

Phase II connects to Phase I and extends 0.6 miles to the City's new public parking area and trolley station. The route runs along the Little Pigeon River. Incredibly, this segment was designed and constructed in less than three months from start to finish. This schedule was necessitated by the City’s need to meet a hard deadline to have the first infrastructure project built to support the City’s new Tourism Development Zone which allows the City to fund projects from increased share of sales tax revenue from new developments located in the zone. Phase II was funded completely with local funds, which allowed for quick design and construction.

Phase III connects to the end of Phase II and runs through The Island retail and entertainment development, along the Little Pigeon River, under the Parkway bridge over the Little Pigeon River, and along the river connecting to an existing trail at City Park. Completion of this segment will provide greenway access from the City’s recreation center at City Park to Patriot Park, the hub of many City festivals and celebrations. It will provide connections to hotels and attractions, allowing visitors to avoid traffic congestion on the Parkway and enjoy a brisk or leisurely stroll, run, or bike ride along the Little Pigeon River.
2. Project Approach/Methodology

The following sets forth our proposed approach to this assignment. If the Barge team is selected, we will work with the City to refine and focus the approach to best meet your goals for the project, and your budget and schedule expectations. We understand that this project would be an asset to the pedestrians in the community. We have reviewed the RFQ documents and the site carefully and are familiar with the design intent set forth by the City.

Barge is prepared to assist the City of Knoxville in navigating through the TDOT Local Programs process. We have assisted many municipalities with the process in the past, and as a result, Barge has been selected by the TDOT Local Programs office for a statewide on-call contract to assist municipalities with projects funded through TDOT. Working on this contract has allowed us to stay in front of the Local Programs staff and keep abreast of any pending changes to the guidelines. This allows us to better serve you as our client.

Initial Phase
We will conduct a kickoff meeting with the City to review in detail the project scope, define schedule milestones, develop a communications and quality control plan, and to discuss the City’s goals and objectives for the project. During this meeting we will also seek to identify key stakeholders. Casey Tyree has proven on a number of City projects that he can effectively manage the projects to maintain scope, schedule, and budget. When there have been scope changes due to stakeholder input, Casey has been able to provide the City with quick responses to keep the projects on schedule and the budgets updated. It has been our experience with similar projects that frequent and close communication with stakeholders throughout the entire design process is one of the most important keys to success.

Upon NTP Environmental, our NEPA staff will begin necessary coordination with all required agencies to get this project moving forward to design. Katie McKeel has worked on a number of NEPA documents since joining Barge. She previously was an embedded consultant at TDOT reviewing all Local Programs NEPA documents for TDOT approval. Having this experience, she knows what the agencies are looking for and understands the requirements. Katie has the respect of both TDOT and the permitting agencies and can navigate through the system to keep a project on track.

During this phase we will also conduct a full topographic and boundary field survey of the project area. This service will include the necessary property research to determine property lines, right-of-way, and easements, as well as utility information necessary for design. With Mark Wilson leading our survey team, Barge has completed a number of surveys for the City of Knoxville. In addition, we have been providing survey for TDOT projects through our Local Programs On Call contract.

During the course of the project we will provide utility coordination support. This will be coordinated early in the initial phase as required by TDOT Local Government Guidelines. Andrea Hall spent three years in the Right-of-Way Department at TDOT, leading teams through utility coordination process. She will be assisted by Andrew Clark, who leads the Barge utility group in Knoxville. He has relationships with KUB, AT&T, and other utilities in the Knoxville area. Together, Andrea and Andrew know the process and the people required to get the utility coordination complete.

Design Phase
Upon completion of the initial phase and upon NTP Design, the Barge team will begin development of the design based on TDOT standards/specifications and discussions with the City. We have highly qualified professionals to handle all aspects of the proposed design and the TDOT process. With Andrea’s 20+ years in TDOT’s Roadway Design office, Barge has a deep understanding of TDOT requirements. The rest of the team also brings a wealth of knowledge related to ADA requirements and greenway design.

The design will be presented in three stages: Preliminary (40%), Right-of-Way (70%), and Construction (100%), with each submittal reviewed by the City and TDOT. Opinions of Probable
Construction Cost (OPCC) will also be prepared at each stage to make sure the City is kept abreast of cost to build the project.

Barge understands the complexities of greenway design, but we have added Toole Design to our team to provide additional depth in the area of trail and greenway design. Toole is a national expert in greenways and bikeway design. They have been involved in the development of AASHTO Guides and will be assisting with a review of the general alignment and roadway crossings.

Right-of-Way Phase
Barge will prepare property legal descriptions/exhibits and stake the right-of-way upon completion of the Right-of-Way (70%) plans. At this time, utility relocation and right-of-way acquisition coordination will also be managed by our team. As mentioned, Andrea spent three years in the TDOT Region 1 Right-of-Way office, managing the staff overseeing utility relocation and right-of-way acquisition. With Andrea now on the Barge team, we have additional resources to navigate the right-of-way and utility processes.

Construction Phase
Once all requirements have been met for the Construction (100%) plans, we will provide the final sealed drawings, final OPCC, and any specifications/documents needed for bid administration. Barge will assist the City with the bidding and any additional issues encountered during the construction of the project.

Barge is adept in meeting the specific needs and requirements of its customers. Each project executed by Barge is assigned resources tailored to the specific needs of the project. Skilled design and management professionals, timely performance information, efficient project control tools, and open communication allow us to deliver and manage in a proactive and risk-mitigating manner. We take pride in the ability to work as a team and strive to deliver positive results on every project executed. This means working with our customers to determine exactly what is expected on every project and setting goals to achieve those expectations.
3. Key Project Personal Qualifications & Experience

### Staff Member

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Time of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casey Tyree</td>
<td>Principal-in-Charge/Project Manager</td>
<td>20%</td>
</tr>
<tr>
<td>John Hunter</td>
<td>Client Service Leader</td>
<td>5%</td>
</tr>
<tr>
<td>Andrea Hall</td>
<td>Roadway/Utility/Permits</td>
<td>70%</td>
</tr>
<tr>
<td>Molly King</td>
<td>Roadway/Sidewalk Design</td>
<td>75%</td>
</tr>
<tr>
<td>Charles Russell</td>
<td>Roadway/Sidewalk Design</td>
<td>60%</td>
</tr>
<tr>
<td>Mark Wilson</td>
<td>Survey</td>
<td>5%</td>
</tr>
<tr>
<td>Katie McKeel</td>
<td>NEPA</td>
<td>5%</td>
</tr>
<tr>
<td>Jonathan Smith</td>
<td>Signal Design</td>
<td>5%</td>
</tr>
<tr>
<td>Andrew Murr</td>
<td>Hydraulic Design</td>
<td>5%</td>
</tr>
<tr>
<td>Andrew Clark</td>
<td>Utility Coordination</td>
<td>5%</td>
</tr>
<tr>
<td>Chris Lambka</td>
<td>Trails/Greenways</td>
<td>10%</td>
</tr>
<tr>
<td>Blake Loudermilk</td>
<td>Trails/Greenways</td>
<td>10%</td>
</tr>
</tbody>
</table>

While Barge has provided percentages of time on the project for the personnel identified, we will also have some other staff members available to assist on the project. In addition, during a specific phase, staff may spend 100% of their time on the East Knoxville Greenway project, such as during the NEPA phase, Katie McKeel will be heavily involved and will likely spend 100% of her time for a couple of weeks on the project, but will not be needed during plans development. Barge is committed to team members spending as much time on the project as is needed to meet the City's expected schedule.
Casey Tyree, PE, PMP
PRINCIPAL-IN-CHARGE/PROJECT MANAGER

Mr. Tyree has 18 years of experience in project management, site design, cost estimation, project scheduling, project review, and administration for projects pertaining to site development. He has over 10 years experience in design and supervision of design and specifications for civil/site type projects involving earthwork and construction activities. He also has over 5 years of experience with TDEC and Storm Water Pollution Prevention Plans and Aquatic Resource Alteration Permits. As a certified Project Management Professional, he has demonstrated his experience, education, and competency to successfully lead and direct projects and advance the firm’s service to clients.

EDUCATION
Master of Science, Engineering Management, Old Dominion University, 2006
Bachelor of Science, Civil Engineering, University of Kentucky, 2001

PROFESSIONAL REGISTRATIONS
Professional Engineer in TN, GA

CERTIFICATIONS
Project Management Professional

AFFILIATIONS
Society of American Military Engineers
East Tennessee Industrial Council

First Creek Greenway/Broadway Streetscape Knoxville, TN Project Manager for extension of the First Creek Greenway along Broadway from Woodland Avenue to Cecil Avenue along First Creek. The project is a TDOT Local Programs project and Barge’s scope includes NEPA, survey, public coordination, civil engineering design, and permitting (TVA 26A, TDEC ARAP, and FEMA No-Rise). The project design includes ADA accessibility, crosswalks, bridge widening, traffic signal, and pedestrian amenities.

Knox-Blount Greenway Connector Knoxville, TN Project Manager. Project includes approximately 3,200 LF of greenway and connects Maloney Road Park to the University of Tennessee’s farm entrance road where the greenway will connect to a future greenway to be constructed by TDOT as part of the ongoing Alcoa Highway improvements. The project is a TDOT Local Programs project and Barge’s scope includes survey, civil engineering, and permitting services to the Public Building Authority of Knoxville and Knox County (Client). The project design includes ADA accessibility, box culvert, and pedestrian amenities.

Magnolia Avenue Streetscape Knoxville, TN Project Manager for project to revitalize Magnolia Avenue with streetscape improvements incorporating landscape plantings, addition of bike lanes, new signalization, street lighting, new medians and turn lanes, sidewalk and curb improvements, and roadway reconstruction. Managed the project with the goal to invigorate the commercial district, strengthen the neighborhood environment, beautify the corridor, and provide for more safe pedestrian usage.

Sutherland Avenue Sidewalk Project Knoxville, TN Project Manager for construction of sidewalk along the north side of Sutherland Avenue between Hollywood Road and Jade Road. The project included approximately 800 LF of new sidewalk and associated improvements. Tyree managed the team providing site surveying, utility coordination, right-of-way plans, traffic control plans, site layout, drainage, erosion control, cost estimates, and construction administration.
John Hunter, PE
VICE PRESIDENT, CLIENT SERVICE LEADER

Mr. Hunter has 20 years of experience. He previously served with the City of Knoxville as a Chief Traffic Engineer, managing the traffic engineering division. In this role, he planned, developed, and administered the total City program for traffic research, traffic engineering design, and installation/maintenance of traffic control devices for safe and efficient municipal traffic control. He has also served as a Project Manager with the Tennessee Department of Transportation (TDOT), responsible for roughly $300 million in construction contracts in 2006. He managed up to 32 projects in various phases of development (environmental development, design, and right-of-way acquisition) annually. TDOT Certifications include: TDOT Local Public Agency Workshop, TDOT Local Government Guidelines Manual Training, TDOT Work Zone Traffic Control Flagging, TDOT Office of Local Program Development CEI Training Course.

RELEVANT EXPERIENCE

Northwest Greenway Connector Knoxville, TN Client Service Leader.
Liberty Street Multimodal Project Knoxville, TN Client Service Leader.
Magnolia Avenue Streetscape Knoxville, TN Client Service Leader.
Snyder Road Realignment Sevierville, TN Client Service Leader.

Andrea Hall, PE
ROADWAY/UTILITY COORDINATION/PERMITTING

Ms. Hall is an engineering professional with 26 years of experience working with the Tennessee Department of Transportation, primarily overseeing plans development for the Design Division. She has managed right-of-way acquisition and utility coordination to result in timely delivery of certifications for construction lettings. She has managed teams including acquisition agents, relocation agents, appraisers, engineers, technicians, and administrative personnel. TDOT/TDEC Certifications include: TDOT Local Public Agency Workshop, TDOT Local Government Guidelines Manual Training, TDOT Multimodal Training, TDOT Local Programs CEI Training, TDEC EPSC Level 1.

RELEVANT EXPERIENCE

First Creek Greenway/Broadway Streetscape Knoxville, TN Assistant Project Manager.
Northwest Greenway Connector Knoxville, TN Assistant Project Manager.
Old Broadway Sidewalk Project Knoxville, TN Assistant Project Manager.
West Broadway Intersection Improvements Maryville, TN Project Manager.
Molly King, PE
ROADWAY/SIDEWALK DESIGN

Ms. King has 21 years of design experience in civil engineering. She has designed many roadway, sidewalk, and greenway projects including horizontal and vertical alignments, intersection safety improvements, traffic control plans, permit drawings, grading, drainage, and right-of-way plans. She has also worked on intersection design in compliance with guidelines relative to sidewalks, curb ramps, crosswalks, and striping. For projects requiring redesign of sidewalks when required for upgrades such as utility replacements or drainage improvements, she is involved with reviews and design to meet current standards. King serves as American Disabilities Act (ADA) technical advisor, responsible for reviewing Barge’s designs for ADA compliance with local and state regulations, and federal standards. In 2017, she was a speaker on ADA compliance with TDOT for a Transition Plan presentation for the Tennessee City Management Association. Certifications include: TDEC Level I, TDEC Level II, ADA Coordinator Training.

Relevant Experience

First Creek Greenway/Broadway Streetscape Knoxville, TN Civil Engineer.
Northwest Greenway Connector Knoxville, TN Civil Engineer.
Pigeon Forge Greenway Master Plan Pigeon Forge, TN Civil Engineer.
Magnolia Avenue Streetscape Knoxville, TN Civil Engineer.

Charles Russell, PE, CPESC
ROADWAY/SIDEWALK DESIGN

Mr. Russell has 35 years of experience in civil engineering. His experience includes roadway design, traffic, transportation engineering, guide signs, construction site management of traffic, stormwater drainage, stormwater detention and retention design, stormwater collection systems design, stormwater permitting, erosion and sediment control devices and design, project site inspection, utility design, water line and sanitary sewer, site development design, and project permitting. Certifications include: TDEC Level I, TDEC, Level II, CPESC.

Relevant Experience

Northwest Greenway Connector Knoxville, TN Civil Engineer.
Liberty Street Multimodal Project Knoxville, TN Civil Engineer.
Old Broadway Sidewalk Project Knoxville, TN Civil Engineer.
Main Street Kingsport Rebuild and Streetscape Kingsport, TN Civil Engineer.
Mr. Wilson is a Survey Manager with 42 years of experience, and has been with the firm since 1985. He has been involved with surveys performed for a variety of local projects. He has experience in all aspects of surveying such as utility locates, as-builts, topographic, construction stakeout, excavation/penetration permits, boundary, right-of-way, and easements.

**RELEVANT EXPERIENCE**

First Creek Greenway/Broadway Streetscape Knoxville, TN Surveyor.

Magnolia Avenue Streetscape Knoxville, TN Surveyor.

Pigeon Forge Greenway Master Plan Pigeon Forge, TN Surveyor.

Pleasant Ridge at Wilson Sidewalk Project Knoxville, TN Surveyor.

Newport Greenway Trail Newport TN Surveyor.

Old Broadway Sidewalk Improvements Knoxville, TN Surveyor.

Powell Greenway Trail Powell, TN Surveyor.

Sutherland Avenue Sidewalk Knoxville, TN Surveyor.

Ms. McKeel has 10 years of experience in NEPA document coordination, preparation, and review. Prior to Barge, she served as a consultant for the Tennessee Department of Transportation overseeing the environmental review of projects receiving funding through the Local Programs Development Office. During this consulting role, she coordinated and reviewed over 250 NEPA documents. She is familiar with determining the proper level of NEPA documentation and preparing final NEPA documents required for each project. She also has experience with public meetings and related tasks. She maintains relationships with many federal and state regulatory agencies.

**RELEVANT EXPERIENCE**

First Creek Greenway/Broadway Streetscape Knoxville, TN NEPA Coordinator.

Columbia Avenue Widening Franklin, TN NEPA Coordinator.

Liberty Street Multimodal Project Knoxville, TN NEPA Coordinator.

Main Street Kingsport Rebuild Kingsport, TN NEPA Coordinator.
Mr. Smith is a professional engineer with 15 years of design and management experience. He is an authority in traffic signal timing, signal system operations; Intelligent Transportation System (ITS) and traffic signal design; signal maintenance; and municipal engineering operations, construction, and operations. His projects with Barge have involved a number of traffic studies with responsibilities including field observations, inventory of study area conditions, conducting traffic signal warrant analysis, collection of data (turning movement counts, volumes, signal timing, motor vehicle collisions), crash analysis, and development of alternatives to accommodate increased traffic as a result of new development.

**RELEVANT EXPERIENCE**

**Town of Thompson's Station On-Call Traffic Engineering** 
*Thompson's Station, TN* Traffic Engineer.

**Main Street Kingsport Rebuild and Streetscape** 
*Kingsport, TN* Traffic Engineer.

**Southeast Municipal Complex Traffic Impact and Pedestrian Flow Study** 
*Franklin, TN* Traffic Engineer.

Mr. Murr has 25 years of experience in design and management of civil and environmental projects including roadway design, water and wastewater system design, utility extensions, environmental studies, site design for new buildings and industrial parks, master planning, flood studies, and permitting. He manages local projects with responsibilities of client communication, coordination with Barge design team, and subcontractors. Certifications include: Certified Floodplain Manager.

**RELEVANT EXPERIENCE**

**First Creek Greenway/Broadway Streetscape** 
*Knoxville, TN* Project Engineer.

**Magnolia Avenue Streetscape** 
*Knoxville, TN* Project Engineer.

**Lower Middle Creek Greenway** 
*Pigeon Forge, TN* Project Engineer.

**Sutherland Avenue Sidewalk Project** 
*Knoxville, TN* Project Engineer.

**Great Miami River Recreation Trail Bridge** 
*Hamilton, OH* Project Engineer.
Mr. Clark has 23 years of experience in the design of water and wastewater treatment systems. His projects include water and wastewater planning and treatment, pumping stations, and line extensions, replacements, and rehabilitations. Mr. Clark serves as Engineering Manager of engineers, designers, and site representatives for Barge's Knoxville office. He also provides client services and oversight on projects. Certifications include: TDEC Level I.

**RELEVANT EXPERIENCE**

**Knoxville Utilities Board PACE10 Fountain City Trunk Line Replacement** Knoxville, TN Project Engineer.

**Cherokee Trail Pressure Zone Model, Knoxville Utilities Board (KUB)** Knoxville, TN Project Engineer.

**Knoxville Utilities Board (KUB) 4th Creek at Northshore Drive Trunkline Replacement** Knoxville, TN Project Engineer.

**Chris Lambka, PLA**

**EDUCATION**

BS, Landscape Architecture, Clemson University, 2009

**PROFESSIONAL REGISTRATIONS**

Professional Landscape Architect in NC, SC

**RELEVANT EXPERIENCE**

**Knoxville Bike Design** Knoxville, TN Landscape Architect.

**Maryville Greenway Connectivity Study** Maryville, TN Landscape Architect.

**Mary Black Rail Trail Extension** Spartanburg, SC Landscape Architect.

**Athens in Motion Bicycle and Pedestrian MP** Athens-Clark County, GA Landscape Architect.

**Blake Loudermilk, PE**

**EDUCATION**

MBA, American Public University, 2012

BS, Civil Engineering, Clemson University, 2009

**PROFESSIONAL REGISTRATIONS**

Professional Engineer in TN, GA, NC, SC

**RELEVANT EXPERIENCE**

**Cycle Atlanta** Atlanta, GA Project Engineer.

**Knoxville Bike Designs** Knoxville, TN Project Engineer.

**Bentonville Bikeway Designs** Bentonville, AR Project Engineer.

**Northwest Arkansas Training and Bicycle Infrastructure Plan** Northwest, AR Project Engineer.
4. Firms Availability

Barge opened our Knoxville office in 1972, which has allowed us to easily serve our local clients, such as the City of Knoxville. We are familiar with your local infrastructure, community culture, and greenway needs. Eight of our twelve team members are located in our local Knoxville office, which is less than a mile from your office. This will allow our Principal-in-Charge/Project Manager to be available to meet with you on a moment's notice at your office or quickly conduct a site visit. Barge has capabilities to communicate and share computer screens with our subconsultant should we need there review on anything urgently. Since we are working with them on other local projects, we will likely time meetings for on site visits around other scheduled project meetings.

<table>
<thead>
<tr>
<th>STAFF MEMBER</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casey Tyree</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>John Hunter</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Andrea Hall</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Molly King</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Charles Russell</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Mark Wilson</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Katie McKeel</td>
<td>615 3rd Avenue South, Suite 700, Nashville, TN 37210</td>
</tr>
<tr>
<td>Jonathan Smith</td>
<td>615 3rd Avenue South, Suite 700, Nashville, TN 37210</td>
</tr>
<tr>
<td>Andrew Murr</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
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<tr>
<td>Andrew Clark</td>
<td>520 West Summit Hill Drive, Suite 1202, Knoxville, TN 37902</td>
</tr>
<tr>
<td>Chris Lambka</td>
<td>172 E. Main Street, Suite 300, Spartanburg, SC 29306</td>
</tr>
<tr>
<td>Blake Loudermilk</td>
<td>172 E. Main Street, Suite 300, Spartanburg, SC 29306</td>
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</tbody>
</table>
5. Required Forms

IRAN DIVESTMENT ACT
Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/list-of-persons-pursuant-to-tenn-code-ann-12-12-106-iran-divestment-act-updated-7-7-17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
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<tr>
<td>Barge Design Solutions, Inc.</td>
<td>520 West Summit Hill Drive, Suite 1202</td>
</tr>
<tr>
<td></td>
<td>Knoxville, TN 37902</td>
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<table>
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<tr>
<th>By (Authorized Signature)</th>
<th>Date Executed</th>
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<tbody>
<tr>
<td>John Hunter</td>
<td>November 21, 2019</td>
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<table>
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<tr>
<th>Printed Name and Title of Person Signing</th>
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<tbody>
<tr>
<td>John Hunter, Vice President</td>
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NOTARY PUBLIC: Brenda E. Humphrey

Subscribed and sworn to before me this 21st day of November, 2019.

My commission expires.
NON-COLLUSION AFFIDAVIT

State of Tennessee

County of Knox

John Hunter, being first duly sworn, deposes and says that:

(1) He/She is the Vice President of Barge Design Solutions, 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 the City of Knoxville 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.

(Signed): [Signature]

Title: Vice President

Subscribed and sworn to before me this 21st day of November, 2019.

Brenda E. Humphrey

NOTARY PUBLIC

My Commission expires

Statement of Qualifications

East Knoxville Greenway Project - Phase II

City of Knoxville

November 22, 2019
Subcontractor/Consultant Statement  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We ________________ Barge Design Solutions, Inc. ________________ do certify that on the

East Knoxville Greenway Project

(Project Name)

$ ________________ TDB

(Amount of Bid)

Please select one:

☐ Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional
service(s). The estimated dollar value of the amount that we plan to pay is:

$ ________________ TDB

Estimated Amount of Subcontracted Service

<table>
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<th>Description of Work/Project</th>
<th>Amount</th>
<th>Diverse Classification (MOB, WOB, SB, SDOV)</th>
<th>Name of Diverse Business</th>
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<tbody>
<tr>
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<td></td>
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</tbody>
</table>

☒ Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100% of the work required for the contract, work
will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: __11-21-2019__

COMPANY NAME: Barge Design Solutions, Inc.

SUBMITTED BY: John Hunter

(TITLE: Vice President)

ADDRESS: 520 West Summit Hill Drive, Suite 1202

CITY/STATE/ZIP CODE: Knoxville, TN 37902

TELEPHONE NO: 865-637-2810
August 19, 2020
Project No.: 3612309

George Daws, PE
City of Knoxville, Department of Engineering
3131 Morris Avenue
Knoxville, TN 37909

RE: East Knoxville Greenway Project TDOT PIN 128777.00

Dear Mr. Daws:

Barge Design Solutions, Inc. (Barge) encloses the details of our proposal for the project named above including scope of work (Attachment A), hourly rate schedule (Attachment B) and concept maps (Attachments C and D).

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling (865) 934-4140.

If you are in agreement with the proposed scope and fee, please forward a copy of the Terms and Conditions that will be used for this project with an Authorization to Proceed. We will return a fully executed copy to you.

Sincerely,

Casey Tyree, PE, PMP
Vice President

Copy to:
Tim Hester
John Hunter
Andrea Hall
The scope of work is presented in the following elements:

I. Project Description
II. Scope of Services
III. Project Understandings and Assumptions
IV. Exclusions
V. Time of Performance
VI. Compensation

I. Project Description

The East Knoxville Greenway project entails approximately 2 miles of 10’ wide shared use path from Harriett Tubman Park to the Knoxville Botanical Gardens. Barge Design Solutions, Inc. (BARGE) is proposing to the City of Knoxville (CLIENT) to provide survey, NEPA, and civil engineering design services from the conceptual phase through construction administration support phase. Each phase of the work will require coordination and compliance with TDOT’s Local Programs office, as well as ADA compliance. The proposed alternative concepts are depicted in Attachment C.

Per the CLIENT request, plans will be developed from Harriett Tubman Park to the Knoxville Botanical Gardens through Preliminary plans. Right-of-Way (ROW) and Construction plans will be divided into two (2) sections:
Section 1 – Harriett Tubman Park to Intersection of Chestnut and Ulster
Section 2 - Intersection of Chestnut and Ulster to Knoxville Botanical Gardens

II. Scope of Services

Conceptual Design and Alternative Analysis – Upon work authorization, BARGE will engage Toole Design Group (Subconsultant) to begin planning. The Subconsultant will lead this planning effort and this will entail the following tasks:

- BARGE and its Subconsultant will review KGIS data within the planned corridors as it will be used as a basis for the conceptual design.
- BARGE and its Subconsultant will visit the site to develop a site inventory and analysis to identify opportunities and constraints.
- The Subconsultant will prepare conceptual layout drawings using KGIS data of plans and typical sections for the following:
  - Up to three (3) alternatives between Harriet Tubman Park and Walter Hardy Park
  - Up to three (3) alternatives between Olive Street and Chestnut Street
  - Up to four (4) alternatives between Biddle Street and Knoxville Botanical Gardens
The Subconsultant will lead a 2 day workshop with the support of Barge to obtain input on preferred alternatives and community needs.

BARGE and its Subconsultant will attend up to two (2) CLIENT meetings and two (2) stakeholder meetings to assist the design team and the CLIENT in determining the preferred approach. It is assumed that two (2) preferred alternatives will be selected.

Once the two (2) preferred alternatives are selected, the Subconsultant will provide Final Conceptual Plans for both.

BARGE and its Subconsultant will prepare an Opinion of Probable Construction Cost (OPCC) for the two (2) preferred alternatives to assist the CLIENT in evaluating the alternatives.

**Survey** - Once the final alternative is chosen, BARGE will prepare a survey along this route. The following survey tasks are proposed:

- Topographic survey tied to state plane coordinates
- Establishment of existing property lines, Right-of-Way, and easements. This will entail the necessary property research to determine property lines, Right-of-Way, and easements
- Planimetric and utility information necessary for design

**NEPA** – BARGE will provide the following services:

- **Scope of Work** - An environmental review of the project's potential impacts will be performed. This will entail a review of natural resources (e.g. streams, wetlands, and endangered species) and the human/built environment (e.g. cultural resources, social impacts, and hazardous materials). Barge’s NEPA Project Coordinator will work with the TDOT Environmental Division to conduct the required environmental review.

- **Agency Coordination** - Pursuant to NEPA and other relevant laws, regulations, and Executive Orders, federal and state agencies with jurisdiction over natural resources will be notified and invited to comment on the project. Letters entailing the necessary detail discussing floodplain management, wetlands and streams, threatened and endangered species, and permitting will be submitted to the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), Tennessee Department of Environment and Consideration (TDEC), and Tennessee Wildlife Resources Agency (TWRA). This letter will also be used to introduce the project to the TDOT Environmental Division and will be reviewed by the TDOT Hazardous Materials and TDOT Air Quality & Noise Technical Sections. It is assumed these sections will be able to provide their needed clearances based on the information provided within the agency coordination letter.

- **Ecology** – Qualified biologists will provide preliminary ecological reviews as needed to support the environmental review process. This would include a desktop review and necessary field work to identify habitat and aquatic features.

- **Cultural Resources** – The project will be coordinated with the Tennessee State Historic Preservation Office (SHPO) for review of potential impacts to both
archaeological and architectural cultural resources. A Section 106 review in accordance with the National Historic Preservation Act will be conducted. Due to the undisturbed land within the project area, it is assumed an archaeologist will need to conduct a Phase I cultural resources investigation of the determined Area of Potential Effect (APE). The project area will also need to be reviewed for historic above ground structures within the viewshed to determine if there are any adverse effects to these features. The surveys will be reviewed by the SHPO to determine if the project has potential to impact any resources that are listed or eligible for listing on the National Register of Historic Places (NRHP). This scope of services is limited to a Phase I cultural resources investigation and effects assessment. If a cultural site(s) requiring additional testing is identified, Barge is available to provide this work as an additional service upon request.

- **Section 4(f)** – Due to the proposed alignment through the park, it is assumed TDOT and FHWA will require appropriate review under Section 4(f) of the DOT Act. As it is a greenway project adding to the park environment, it is assumed only *de minimis* impacts will occur. Barge will prepare *de minimis* documentation needed to meet requirements of Section 4(f) of the DOT Act. If it is determined a 4(f) use will occur, Barge is available to provide Section 4(f) feasibility and alternatives evaluation as an additional service upon request.

- **Final Categorical Exclusion (CE)** - Based on available information, it is assumed the project will result in a CE. Following the coordination, review, and analysis tasks, project information and responses will be documented within the CE format provided by TDOT.

**Utility Coordination** – BARGE will provide the following:

- Attend up to two (2) utility coordination meetings for each Section
- Coordinate and compile utility owner information for TDOT utility certification for each Section.

**Engineering Design** – BARGE will provide the following:

- **Preliminary Plans** (40%) in accordance with the TDOT Guidelines and CLIENT specifications will be developed. The intent of this submittal is to enable the CLIENT and TDOT expectations to be realized before the project proceeds to detailed design. One (1) review meeting with the CLIENT, an OPCC for the CLIENT and participation in one (1) public meeting will also be during this phase.

- **ROW Plans** (70%) in accordance with the TDOT Guidelines and CLIENT specifications will be developed for both Section 1 and Section 2. Once the CLIENT and TDOT have reviewed and accepted the Preliminary Plans, ROW plans will be prepared for acquisition and early utility coordination. One (1) review meeting with the CLIENT for each Section and an OPCC for each Section for the CLIENT will be during this phase. At this time BARGE will also prepare legal descriptions/exhibits. This task will be shown separately using 30 as an assumed number of affected tracts. See Part III.
- **Construction Plans** (90%) in accordance with the TDOT Guidelines and CLIENT specifications will be developed for both Section 1 and Section 2. After **ROW Plans**, plans and OPCC for both Section 1 and 2 will be furthered for bidding purposes. One (1) review meeting with the CLIENT for each Section and an OPCC for each Section for the CLIENT will also be during this phase.

- **Final Construction Plans** (100%) in accordance with the TDOT Guidelines and CLIENT specifications will be sealed and signed for both Section 1 and 2 and a final OPCC for each Section will be submitted to the CLIENT.

- **Traffic Signal Design** in accordance with the TDOT Guidelines and CLIENT specifications. This project may require a traffic signal modification at McCalla and Bertrand depending upon the chosen route. Because the requirement of this task is currently unknown, it will be shown separately and only used if the need arises. This design is expected to entail:
  - Update traffic signal timing
  - New Pedestrian heads, pedestals and pushbuttons at crosswalks at intersection
  - Wiring and conduit required to connect the above items to the existing traffic controller

- BARGE will engage its Subconsultant throughout the engineering design process for quality control. Specifically, the Subconsultant and BARGE will both review the 40%, 70%, and 90% plans prepared by BARGE.

**Permitting** – BARGE will provide services to obtain the following permits for work. Any permit fees are to be paid by the City of Knoxville.

- SWPPP Coordination – Preparation of a SWPPP and Notice of Intent (NOI) for each Section and submit to Tennessee Department of Environment & Conservation (TDEC).
- TDEC General ARAP, TVA 26A, and USACE Section 404 Permit
- FEMA No-Rise Certification – This project may impact the 100-year floodway which would require a “No-Rise” Certification. Because the requirement of this task is currently unknown, it will be shown separately and only used if the need arises.

**Bidding Assistance** – BARGE will prepare a project manual/bid book for both Section 1 and 2 in TDOT format containing a tabulation of items and quantities for bidding the projects to construction. The CLIENT will be responsible for advertising the bids and managing the bid openings. BARGE will respond to questions that arise during the bid process and assist the CLIENT in evaluating the bids for irregularities and unbalanced bids.
**Construction Administration** – Barge will provide the following:

- Attend one (1) Pre-construction meeting for each Section.
- Attend project field reviews during construction of each Section to monitor progress and review that the project is being constructed in general conformance with the plans and specifications.
- Review shop drawings related to the plans.
- Assist with other questions/issues that arise during construction concerning the plans.
- Post-construction, restore existing property corner monuments destroyed as a result of construction and set new corners as required by property acquisition and provide a sealed/signed drawing of this work.

**III. Project Understandings and Assumptions**

The following are integral to the scope of services above:

- BARGE will prepare plans through the Preliminary phase as one project and separate into two (2) projects for ROW and Construction plans and bidding purposes.
- BARGE will provide the CLIENT plan submittals and OPCCs in pdf format.
- A single bid period is assumed for each Section.
- Substantive changes to the proposed layout during the design process will be grounds for appropriate adjustments in fees.
- Any of the alternatives outlined in Part II above may ultimately need to be surveyed and designed. For the purposes of developing a scope and fee, BARGE has assumed that the route that requires the most effort to complete will be selected and this route has been used as a basis so that the fee is sufficient, regardless of the chosen route. See Attachment D.
- The fee for the effort to prepare Property Acquisition Maps/Easement Tables and legal descriptions is based on the assumption that 30 tracts will be affected either by necessary acquisition or temporary construction easement.
- It is assumed that Chestnut Road at Williams Creek has enough width to accommodate 2 lanes and the greenway without widening at the bridge. If widening becomes necessary, design can be provided as an additional service with an appropriate adjustment in fee.
- It is assumed that overhead and underground electrical, telecommunications, CATV, natural gas, water, and sanitary sewer utility relocation designs are by others.
- CLIENT understands that BARGE has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor’s method of pricing, and that OPCCs are made on the basis of BARGE’S professional judgement and experience. BARGE makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from BARGE’S OPCC.
- Construction staking will be included in the Contractor's scope of work and BARGE will not be required to provide a coordinate list and a digital ASCII file for design nodes.
- NEPA related assumptions:
  - The environmental review will result in a CE.
  - Only de minimis impacts to resources protected under Section 4(f) of the DOT Act would occur.
The project would not result in impacts to streams/wetlands. If wetlands are identified, general boundaries would be identified, but formal hydrological determinations would not be processed at this time. If additional surveys are needed, Barge can provide these services at an additional cost.

- The project would not result in impacts to floodplains/floodways.
- The project would not result in adverse impacts to Threatened or Endangered Species.
- No air quality or noise assessments will be needed.
- No summer presence/absence bat surveys will be needed.
- The project would not result in impacts to properties listed or eligible for listing in the NRHP.
- No hazardous material sites would be affected.
- The project would not result in adverse impacts to Environmental Justice communities.

IV. Exclusions
Excluded services listed below can be provided as an additional service with an appropriate adjustment in fees:

- Traffic studies
- Geotechnical services
- Structural design including retaining wall design
- Lighting design
- Right-of-Way Appraisals and Negotiation services
- Construction Engineering and Inspection (CEI)
- Landscape Architecture design
- "As-built" record drawings
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction.

V. Time of Performance
BARGE is prepared to begin work immediately upon receipt of written authorization and will provide a detailed critical path method schedule for CLIENT’s review at the beginning of the project.

VI. Compensation
The “not-to-exceed” compensation to be paid to BARGE for providing the requested services is outlined in the table below. The fees will be invoiced monthly based upon the services performed. Reimbursables are not included in the fees listed in the table below and it is understood that they would be billed separately at cost.
Fee Summary Table

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| Total Contracted Amount           | $490,270.00|

* As needed
ATTACHMENT B

SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect ........................................... $170 to $280
Professional Engineer, Planner, Architect, Senior Scientist
  Landscape Architect, or Land Surveyor ........................................ 100 to 180
Graduate Engineer, Planner, Architect, or Project Scientist............... 70 to 130
Designer, Technician, or Scientist.............................................. 60 to 140
Drafter, Administrative Assistant, etc. ...................................... 60 to 140
Construction Representative..................................................... 60 to 100
Surveyor .................................................................................... 60 to 100

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at cost.

Other expenses which are properly chargeable to the work will be invoiced as follows:

a. Travel by company or private vehicle at the TDOT approved standard mileage rate.

b. In-house printing, reproduction, and photography charges at commercial rates.

c. Travel and living expenses for all personnel when required to be away from their home office in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from $140 to $200 per hour, depending upon the mix of personnel used.
AGENDA SUMMARY  A Resolution to add the name "BlueCross Healthy Place at Morningside Park" to a portion of Morningside Park.

COUNCIL DISTRICT(S) AFFECTED
6th District

BACKGROUND
See Application

OPTIONS
Approve
Deny
Postpone

RECOMMENDATION
n/a

ESTIMATED PROJECT SCHEDULE
n/a

PRIOR ACTION/REVIEW
n/a

FISCAL INFORMATION
n/a

ATTACHMENTS:
- Resolution - Sign, BlueCross Healthy Place at Morningside Park (DOC)
- BlueCross Healthy Place at Morningside Park (PDF)
- Mayoral Recommendation-Morningside Park (PDF)
RESULT: APPROVED [7 TO 2]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Rider, Roberto, Smith, Testerman, Thomas
NAYS: Amelia Parker, Seema Singh

HISTORY:
09/24/20 Public Property Naming Committee APPROVED BY PPNC

Discussion:
Sheryl Ely, Director of Parks and Recreation, and Keith King, BlueCross BlueShield of Tennessee

Public speaker:
George Kemp 4412 Mildred Dr

Discussion:
Scott Wilson, BlueCross BlueShield of Tennessee; Mary Nietling, Ms. Ely, Bryan Berry, Committee Chair Lauren Rider, Amy Midis, Jim Johnson, Ronnie Collins, Ben Ream, Arin Streeter, and Chelsea Johnson, BlueCross BlueShield of Tennessee

Amy Midis moved to approve the signage BlueCross Healthy Place at Morningside Park. Ben Ream seconded the motion.

Discussion:
Mr. Streeter, Mr. Collins, Jonathan Ball, and Jim Johnson

On roll-call vote, the motion to approve the motion carried eight to two with one abstention and one absent.

Jack Nelly had left the meeting by the time the vote was taken in this matter.
WHEREAS, Sheryl Ely, Director of City Parks & Recreation, filed an application with the Public Properties Naming Committee to add the name “BlueCross Healthy Place at Morningside Park” to a portion of Morningside Park; and,

WHEREAS, adding the name “BlueCross Healthy Place at Morningside Park” to a portion of Morningside Park will recognize the significant contribution of the BlueCross BlueShield of Tennessee Foundation to establish at Morningside Park new public amenities such as an Ages 2-5 playground, an Ages 5-12 playground, a multipurpose field and bleachers, two community pavilions, challenge course, walking trail, fitness station and restroom facility; and,

WHEREAS, the Public Properties Naming Committee has recommended that the name “BlueCross Healthy Place at Morningside Park” be added to a portion of Morningside Park, and Mayor Indya Kincannon officially concurred with the Committee’s recommendation.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF KNOXVILLE:

SECTION 1: Upon application by Sheryl Ely, Director of City Parks & Recreation, recommendation by the Public Properties Naming Committee and the concurrence of the Mayor, the Council of the City of Knoxville hereby adds the name “BlueCross Healthy Place at Morningside Park” to a portion of Morningside Park.

SECTION 2: This Resolution shall take effect from and after its passage, the public welfare requiring it.

_________________________________
Presiding Officer of the Council

_____________________________
City Recorder
CITY OF KNOXVILLE

PUBLIC PROPERTIES & FACILITIES NAMING APPLICATION

Jurisdiction: City Council District Sixth

Date Filed 9/14/2020 Fee Paid Application No.

Name of Applicant City of Knoxville Parks & Recreation

Address of Applicant 5930 Lyons View Pike, Knoxville, TN 37919

Public Property and Facility Re-naming:

Present Property/Facility Name Morningside Park

Proposed Property/Facility Name Addition of signage saying BlueCross Healthy Place at Morningside Park

Location of Property/Facility Proposed for Renaming

1600 Dandridge Avenue
Knoxville, TN 37915

Reason for Proposed Naming

This is not truly a renaming of the park but rather the addition of signage that says "BlueCross Healthy Place at Morningside Park" and branding on the donated premises, with signage and stamps on equipment titled "BlueCross Healthy Place." The non-profit BlueCross BlueShield Foundation will donate over $5,000,000 in equipment and improvements to the Morningside Park and requested the signage, acknowledging the considerable donation and to provide consistent branding with similar parks across the state. This donation meets the criteria of Knoxville City Code 2-777 as an important contribution to the community by the private foundation and aligns with one of the Mayor’s four core values for providing healthy and connected neighborhoods. The BCBS Foundation is making significant impacts across the state, with recent donations of park improvements in the cities of Memphis, Chattanooga, Kingsport, Huntland, and Nashville, and planned donations for another $7.5M next year across the state. Please see attached for further details on the planned improvements.

☑ Have met all criteria required for re-naming (Please check)

Public Property and Facility Naming:

Proposed Property/Facility Name

Location of Property/Facility

☐ Have met all criteria required for naming (Please check)

All CORRESPONDENCE RELATING TO THIS APPLICATION SHOULD BE SENT TO:

Sheryl Ely and Penny Owens sely@knoxvilletn.gov & powens@knoxvilletn.gov 215-1709 or 215-2062

APPLICATION ACCEPTED BY:

DATE: 9-14-2020
The BlueCross Foundation focuses 75% of its giving on the BlueCross Healthy Place program, which develops spaces that help Tennesseans connect, foster community and enjoy healthy activity.
Project Priorities

• Free and open to all
• Projects that work in urban and rural areas
• Create sustained and significant impact over time
• Encourage fitness and activity
• Create space for community connections
Eligibility Criteria

• Government entity (e.g., city, county, state) or non-profit organization
• Free and open to public in Tennessee communities
• Exclusive BlueCross Healthy Place branding and naming
• Legal titleholder of the property with full approval to execute the project
• Seek community input on the project before proposal submission
BlueCross Healthy Place Branding

The branding and naming of each BlueCross Healthy Place has been a key element for eligibility since the inception of the program in 2017.

This requirement is important for the visual uniformity of each project across the state, simplification of locating completed projects, and is used to project quality to park goers.
BlueCross Healthy Place: Naming

Designed to help park goers recognize that they are visiting a BlueCross Healthy Place while maintaining and respecting the original park name.
BlueCross Healthy Place: Branding

BlueCross Healthy Place built-in branding is consistent in each location.

At the entrance of each location the BlueCross Healthy Place arch welcomes visitors. Although the amenities within each park may be different, the color scheme and logo presence means the visitor can expect an exceptional experience.
BlueCross Healthy Place: Locations

Uniformity in BlueCross Healthy Place naming will help park goers identify and locate parks across the state without knowing the specific name of each park.

As the program grows, the BlueCross Foundation plans to launch a mobile app that Tennesseans can use to locate BlueCross Healthy Places as they travel throughout the state.
## BlueCross Healthy Place Projects

<table>
<thead>
<tr>
<th>Year</th>
<th>Contracting</th>
<th>Announcement</th>
<th>Ground Breaking</th>
<th>Opening</th>
<th>Completed</th>
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<tr>
<td></td>
<td>Chattanooga</td>
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</tr>
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<tr>
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<td>Knoxville</td>
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</tr>
</tbody>
</table>
Current BlueCross Healthy Place Projects

2020 Project

Project Underway

Project Completed

Nashville
$6,360,000

Henry Horton
$720,000

Huntland
$936,000

Knoxville
$5,520,000

Memphis
$5,400,000

Chattanooga
$5,040,000

Kingsport
$300,000

10 additional projects will be added in 2021
Current proposed new park assets:

- Ages 2-5 playground
- Ages 5-12 playground
- Multi-purpose field and bleachers
- Two community pavilions
- Challenge course
- 40-yard dash
- Fitness Station
- Walking trail
- Restroom facility
Current design top view
Thank you
PUBLIC PROPERTY NAMING COMMITTEE

September 25, 2020

Dear Mayor Kincannon:

The attached request was approved by the Public Property Naming Committee (PPNC) at its meeting held September 24, 2020. The PPNC recommended approval of the following:

- A request to add signage at Morningside Park saying BlueCross Healthy Place at Morningside Park.

Under the ordinance creating the PPNC, approved requests are sent to the Mayor for review. You may make any recommendation for either approval or rejection of the request. The request along with your written recommendation, if any, will be placed on the City Council agenda for consideration.

After considering the request and recommendation, please sign the attached form on the appropriate line and return to me.

Respectfully,

Will Johnson
City Recorder
ACTION OF THE MAYOR ON PUBLIC PROPERTY NAMING COMMITTEE RECOMMENDATION FOR APPROVAL

The PPNC recommends approval of the following request:

- A request to add signage at Morningside Park saying BlueCross Healthy Place at Morningside Park..

Based up on that recommendation the Mayor recommends the following:

- **Do concur with the recommendation of the PPNC**

  
  Mayor Indya Kincannon
  
  9/28/2020
  
  Date

- **Do not concur with the recommendation of the PPNC**

  
  Mayor Indya Kincannon
  
  Date
AGENDA SUMMARY  A Resolution authorizing the Mayor to enter into a Donation Agreement and to execute any other documents necessary with BlueCross BlueShield of Tennessee Foundation for the donation of playground equipment, park upgrades, and related maintenance services at Morningside Park valuing approximately $5,520,000.00 and to express the City's appreciation and gratitude for said donation.

COUNCIL DISTRICT(S) AFFECTED 6th District

BACKGROUND  The Blue Cross Blue Shield of Tennessee Foundation offers funding for the revitalization of public spaces through their Healthy Place Program grant process to create active, healthy spaces across Tennessee. Due to the efforts of the Legacy Parks Foundation, the City of Knoxville's Morningside Park was chosen as a finalist for funding. The resulting donation will provide the equivalent of $5,520,000 in services to revamp the park and install new playground amenities, activating Morningside Park with new assets for the surrounding community.

OPTIONS  Approve or Deny

RECOMMENDATION  Approve

ESTIMATED PROJECT SCHEDULE  Upon execution of the agreement, work will commence to install all new amenities with an approximate one (1) year project completion timeline.

PRIOR ACTION/REVIEW

Legacy Parks Foundation submitted the grant in November 2019.

City was notified of being awarded grant in January, 2020

City's Property Naming Committee approved naming the premises where the playground and upgrades will be installed the "BlueCross Healthy Place at Morningside Park" in September, 2020.
**FISCAL INFORMATION**  Value of work related services and ongoing maintenance fund is estimated to be approximately $5,520,000.00

AIS Prepared By: Angie Davidson, Administrative Supervisor 215-1716. For further questions, contact Sheryl Ely at 215-1704.

**ATTACHMENTS:**

- Resolution (DOC)
- Donation Agreement (PDF)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Lynne Fugate, At-Large Seat A</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
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</tbody>
</table>
A RESOLUTION OF THE COUNCIL
OF THE CITY OF KNOXVILLE
AUTHORIZING THE MAYOR TO
ENTER INTO A DONATION
AGREEMENT AND TO EXECUTE
ANY OTHER DOCUMENTS
NECESSARY WITH BLUECROSS
BLUESHIELD OF TENNESSEE
FOUNDATION FOR THE
DONATION OF PLAYGROUND
EQUIPMENT, PARK UPGRADES,
AND RELATED MAINTENANCE
SERVICES AT MORNINGSIDE
PARK VALUING APPROXIMATELY
$5,520,000.00 AND TO EXPRESS THE
CITY’S APPRECIATION AND
GRATITUDE FOR SAID DONATION.

WHEREAS, BlueCross BlueShield of Tennessee Foundation, a Tennessee nonprofit public
benefit corporation, offers funding for the revitalization of public spaces through its Healthy Place
Program grant process to create active, healthy spaces across Tennessee; and

WHEREAS, the City of Knoxville’s Morningside Park, located at 1600 Dandridge
Avenue, was chosen as a finalist for the funding; and

WHEREAS, the City desires to enter into a Donation Agreement with BlueCross
BlueShield of Tennessee Foundation ("Donor") in order to permit Donor to cause certain
renovations and other work to be performed at Morningside Park, including upgrading existing
facilities and areas and installing certain recreational equipment; and
WHEREAS, Donor has engaged PlayCore Holdings, Inc. d/b/a PlayCore Wisconsin, Inc. and GameTime (“PlayCore”) to perform the work at Morningside Park; and

WHEREAS, upon completion of the work, these upgrades and equipment will be transferred from the Donor to the City of Knoxville; and

WHEREAS, the Donor has also agreed to establish a maintenance and repair fund with a nonprofit organization in the amount of NINE HUNDRED TWENTY THOUSAND AND NO/DOLLARS ($920,000.00) to provide ongoing maintenance; and

WHEREAS, the resulting donation will provide the equivalent of FIVE MILLION, FIVE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($5,520,000.00) in playground amenities and services at Morningside Park, revitalizing the park and provide new assets for the surrounding community; and

WHEREAS, pursuant to Knoxville City Code § 2-837, the Purchasing Agent for the City of Knoxville is authorized to accept gifts, donations, legacies or usages of money as deemed to be in the public interest; and

WHEREAS, the Council of the City of Knoxville desires to authorize the Mayor to enter into a Donation Agreement with the BlueCross BlueShield of Tennessee Foundation, as well as to execute all documents necessary to accept the donation of playground equipment and related services for Morningside Park from the BlueCross BlueShield of Tennessee Foundation; and

WHEREAS, upon execution of the appropriate documents to accept such a donation, work will commence to install all new amenities with an approximate one (1) year project completion timeline.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: The Council of the City of Knoxville expresses its appreciation and gratitude to BlueCross BlueShield Foundation for its generous donation of equipment, park upgrades, and ongoing related services to create the BlueCross Healthy Place at Morningside Park valued at FIVE MILLION, FIVE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($5,520,000.00).

SECTION 2: The Mayor of the City of Knoxville is hereby authorized to execute a Donation Agreement, in a form substantially like the document attached hereto, and all other documents necessary for the donation of funds and/or services.

SECTION 3: This Resolution shall take effect from and after its passage, the welfare of the City requiring it.

______________________________
Presiding Officer of the Council

______________________________
Recorder
DONATION AGREEMENT

THIS DONATION AGREEMENT (the “Agreement”), entered into and effective as of __________, 2020 (the “Effective Date”), is by and between the BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION, a Tennessee nonprofit public benefit corporation with its principal office at 1 Cameron Hill Circle, Chattanooga, Tennessee 37402 (“Donor”) and the CITY OF KNOXVILLE, TENNESSEE, a municipality in the State of Tennessee having an office at 400 Main St., Room 69, Knoxville, Tennessee 37902 (“Donee”) (each, a “Party”, collectively, the “Parties”).

RECITALS

WHEREAS, Donee owns the property described in Exhibit A hereof (the “Site”), which is the site of Morningside Park; and

WHEREAS, in consideration of entering into this Agreement, Donee desires to permit Donor to cause certain renovations and other work to be done to the Site (collectively, the “Work”), including upgrading existing facilities and areas (the “Upgrades”) and installing certain recreational equipment (the “Equipment”), as more particularly described in Exhibit B hereof; and

WHEREAS, Donor has engaged PlayCore Holdings, Inc. d/b/a PlayCore Wisconsin, Inc. and GameTime (“PlayCore”) to perform the Work to the Site, including the Upgrades and installing the Equipment; and

WHEREAS, as part of Donor’s engagement of PlayCore to perform the Work, including the Upgrades and the installation of the Equipment, Donor and PlayCore have entered into that certain Design Build Project Agreement dated February 24, 2020, as amended by that certain Amendment No. 1 to Design-Build Agreement dated __________, 2020 (the “Design Build Agreement”), a copy of which is attached hereto as Exhibit C; and

WHEREAS, as part of PlayCore’s obligation to perform the Work, including the Upgrades and the installation of the Equipment, PlayCore and Donee have entered into a License Agreement, dated __________, 2020 (the “License Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit D, which provides PlayCore with access to the Site as more particularly set forth therein; and

WHEREAS, upon completion of the Work, including the Upgrades and the installation of the Equipment, Donor will acquire certain interests in the Upgrades and the Equipment and wishes to donate all of such interests in and to the Upgrades and Equipment (collectively, the “Donated Property”) to Donee, and Donee wishes to accept such Donated Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DONATION

   a. Transfer. On a date to be mutually agreed to by the Parties following completion of the Work (including the Upgrades and the installation of the Equipment) and inspection of the Donated Property (the “Donation Date”), Donor agrees to donate all of its rights, title, and interest in and to the Donated Property to Donee, and Donee agrees to accept the Donated Property from Donor, on the terms and conditions set forth on the Transfer Agreement, the form of which is attached hereto as Exhibit E. Upon transfer of the Donated Property to Donee, except as specifically set forth in this Agreement, Donor shall not have any
rights or obligations with respect to Donated Property, and Donor shall not be responsible for any claims, liabilities, suits, damages, judgments, losses or actions as a result of any act or omission with respect to the Donated Property, including but not limited to, the use of the Donated Property.

b. **Inspection.** Prior to the Donation Date, Donee shall have the right to inspect the Donated Property in accordance with Exhibit A Section A.8.14 of the Design Build Agreement and shall immediately inform Donor and PlayCore of any material defects in the Work or Donated Property as determined by the Donee such that the Work or Donated Property is not acceptable under the Design Documents (as defined in the Design Build Agreement) and the Design Build Agreement. If any such material defects are identified, Parties agree that Donor shall use reasonable efforts to require PlayCore to repair those identified material defects prior to donation of the Donated Property. Donee shall not be required to accept the Donated Property from Donor until Donee agrees that the Donated Property is free of material defects; provided, however, that Donee shall not unreasonably delay or withhold such agreement. If no material defects are identified upon inspection or upon re-inspection following correction of any previously-identified material defects, the Donee shall promptly deliver to Donor and PlayCore written evidence of its approval that the Work and Donated Property are acceptable under the Design Documents (as defined in the Design Build Agreement) and Design Build Agreement. Nothing in this Section 1(b) shall be construed as creating rights for the Donee that are greater than the Donor’s enforceable rights against PlayCore pursuant to the terms and conditions of the Design Build Agreement.

c. **Restrictions on Donation.** At all times during the Term (as defined hereinafter) of this Agreement, Donee covenants and agrees that Donee shall not transfer the Donated Property or any of its ownership or other interests in the portion of the Site on which the Donated Property is located, as more particularly described and/or depicted on Exhibit F hereof (the “Premises”) to any third party, without the prior written consent of Donor.

d. **Additional Conditions Precedent.** Donee acknowledges and agrees that Donor will have no obligations under this Agreement unless and until the following conditions precedent are satisfied:

(i) any design work proposed by Donee adjacent to or associated with the Work ("Donee’s Improvements") is completed to the satisfaction of Donor;

(ii) any subprocesses associated with Donee’s Improvements are provided to Donor and timelines for work executed pursuant to such subprocesses have been coordinated with Donor; and

(iii) a metes and bounds description, survey, tax map, or other sufficient description of the Site is provided to and approved by Donor and attached to this Agreement at Exhibit A.

2. **WARRANTIES OF THE DONATED PROPERTY; LIMITATION OF LIABILITY; COOPERATION ON DEFENSE**

a. **Assignment.** Effective on the Donation Date and in connection with the donation of the Donated Property to Donee, Donor shall assign to Donee any and all manufacturer’s or other warranties Donor has received in connection with the Work (including the Upgrades and the installation of the Equipment), and any service warranties provided by PlayCore or its contractors, subcontractors, consultants, or others in connection with the Work (including the Upgrades and the installation of the Equipment), as provided in the Design Build Agreement or any other agreement between PlayCore or its contractors, subcontractors, consultants or others in connection with the Work. Donor shall take such actions as are reasonably necessary and appropriate to consummate such assignment.
b. **No Additional Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DONOR MAKES OR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK OR THE DONATED PROPERTY, INCLUDING ANY WARRANTY AS TO CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE DONATED PROPERTY SOLELY IN RELIANCE ON DONEE’S OWN INVESTIGATION, AND THAT THE DONATED PROPERTY IS IN “AS IS, WHERE IS” CONDITION AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE.

c. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES, WHETHER DIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, PERSONAL INJURY, LOSS OF PROFITS OR ANTICIPATED PROFITS OR LOSS OF PRODUCT USE, ARISING OUT OF OR RELATED TO THE WORK, THE DONATED PROPERTY, THE USE OF THE DONATED PROPERTY OR AS A RESULT OF THIS AGREEMENT.

d. **Cooperation on Defense.** If any action, arbitration, charge, claim, complaint, demand, dispute, audit, grievance, hearing, inquiry, investigation, litigation, suit (whether civil, criminal, administrative, judicial, or investigative), or other proceeding is brought, commenced, or conducted against the Donor by any third party arising out of (i) any breach of this Agreement by Donee, (ii) any use of the Donated Property, the Site, or the Premises, or (iii) any property or other damage, personal injury or death arising out of or relating to the Donated Property, the Site, or the Premises (a “Third-Party Claim”), Donee will, and will cause its officials, employees, and agents to, (x) cooperate with the Donor in the defense of any such Third-Party Claim, (y) cooperate with the Donor in seeking the dismissal of the Donor from any such Third-Party Claim, and (z) make available to the Donor all witnesses, pertinent records, materials, and information in Donee’s possession or under its control relating thereto as is reasonably required by the Donor. The Parties agree that all communications between any Party and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

3. **USE AND MAINTENANCE; NAMING RIGHTS**

a. **Public Access to the Donated Property and Premises.** Donee acknowledges and agrees that the purpose of the donation is to provide public access to the Donated Property and the Premises to families and children in the community. On and after the Donation Date, Donee agrees to provide public access to the Donated Property and the Premises at all times during the Term of the Agreement unless otherwise agreed in writing by Donor or if at any time the Donated Property is not safe for the public to use as determined by the Donee and written notification has been provided to the Donor.

b. **Maintenance of the Premises and Site.** On and after the Donation Date, Donee shall be responsible for providing and/or managing all maintenance and upkeep of the Site, the Premises, and the Donated Property, including but not limited to the following: (i) providing utilities (electricity, water and sewer) to the Premises; and (ii) day-to-day maintenance of the Premises (including, without limitation, mowing the grass, ensuring maintenance of street lights in and around the Premises, maintaining restrooms at the Premises or in close proximity on the Site, and picking up trash). The Parties acknowledge that Donee, at its option, may make additional improvements to the Premises and Site such as installing sidewalks and street lights around the perimeter of the Premises and/or the Site. Donee acknowledges and agrees that Donor shall have no obligation for or liability with respect to the maintenance of the Donated Property, the Premises, or, the Site after the transfer of the Donated Property to Donee, unless expressly set forth herein.

4838-8327-8770.9
c. Maintenance Fund. Notwithstanding the foregoing, in connection with certain maintenance activities for the Premises and Donated Property, Donor intends to establish a maintenance and repair fund in the amount of nine hundred twenty thousand Dollars ($920,000) (the “Maintenance Fund”), with a nonprofit organization exempt from United States federal income taxation under Section 501(a) of the Code, as more particularly described in Section 501(c)(3) of the Code, and further classified as other than a private foundation within the meaning of Section 509(a) of the Code, of the Donor’s choosing (the “Sponsoring Organization”), to serve as a source of funds that may be utilized to pay for Major Repairs (as defined below) to the Donated Property during the Term of this Agreement. “Major Repairs” shall mean maintenance, repairs, or replacement of Donated Property as necessary due to normal wear and tear, damage due to vandalism that creates a dangerous condition, and natural disaster. Major Repairs shall be identified as follows:

(i) Donor may periodically examine the Donated Property and determine whether any Major Repairs are required. If Major Repairs are identified by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor’s approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs.

(ii) Donee may from time to time notify Donor of potential Major Repairs it identifies. Donor shall review the information provided by Donee and determine, in its sole and absolute discretion, if the item qualifies as a Major Repair. If determined to be a Major Repair by the Donor, the Donor shall inform Donee, and a quote shall be obtained by Donee from PlayCore for the costs to make the Major Repair and provided to Donor for Donor’s approval. In the event that PlayCore is no longer in existence at the time such Major Repair is needed or either of the Parties reasonably objects to PlayCore making the Major Repair(s) needed, (A) the Donee shall obtain a quote for the costs to make the Major Repair and provide the quote to the Donor; (B) upon receipt of approval of the quote from the Donor, the Donee will prepare either an invitation for bids or a request for proposals and advertise it publicly; and (C) Donee shall provide the Donor with a copy of its invitation for bids or request for proposals. Once the costs of the Major Repair have been determined and have been approved by the Donor, the Donor shall request the Sponsoring Organization make a distribution from the Maintenance Fund to pay for or reimburse the costs of the Major Repairs.

In the event that the costs of a Major Repair are not paid for or reimbursed out of the Maintenance Fund and the defective condition causes the Donated Property to be unsafe for the public to use as determined by the Donee, access to the Donated Property may be suspended until such Major Repair has been made. Donee agrees to notify Donor of the unsafe condition in writing within forty-eight (48) hours of the Donee suspending the public’s access to the Donated Property or the Premises.

Donor may, at its sole option and in its sole and absolute discretion, voluntarily increase the amount of the Maintenance Fund at any time during the Term of the Agreement in such amounts as Donor deems necessary and consistent with its resources. Upon termination of the Agreement, all obligations of Donor and the Sponsoring Organization to pay or reimburse for Major Repairs shall terminate, and Donor or the Sponsoring Organization may use any funds remaining in the Maintenance Fund for such other purposes as they may choose.
d. Naming Rights. The parties agree that during the Term of this Agreement the Premises shall be named and referred to as (i) the “BlueCross Healthy Place at Morningside Park” (the “Name”) or (ii) such other name that the Donor may select or approve, with such other name being subject to approval by the Donee’s Property Naming Committee. The right to name the Premises to commemorate the Donor’s donation of the Donated Property shall be the sole and exclusive right of the Donor, subject to approval by the Donee’s Property Naming Committee (other than with respect to the Name, which shall have been approved by Donee’s Property Naming Committee as a condition precedent to the Parties’ execution of this Agreement), and the Donee agrees not to commit, offer, or grant the right to name the Premises, or any subordinate portion thereof, to any other party, unless such is approved in writing by the Donor. In any instance that requires approval by the Donee’s Property Naming Committee, the Donee shall use its best efforts to obtain such approval as expeditiously as possible. Appropriate signage using logos, color palettes, design and placement, and bearing the Name (or such other name that the Donor may select or approve) will be displayed at the Premises, subject to Donor’s prior review and approval and subject to the Donee’s prior review and approval (other than with respect to the signage for which renderings have been provided to the Donee prior to the execution of this Agreement, which shall have been approved by Donee as a condition precedent to the Parties’ execution of this Agreement), which approval shall not be unreasonably delayed or withheld, and will be in compliance with the applicable code provisions of the City of Knoxville. The Premises shall be referred to in publications and communications by the Donee by the Name that was selected by the Donor and approved by the Donee’s Property Naming Commission. Subject to Section 6 of this Agreement, the Donee may acknowledge the Donor’s support of the Premises in any or all announcements, publications, and written materials, and any such acknowledgements shall list the Donor as “BlueCross BlueShield of Tennessee Foundation” or in such other manner as expressly directed and approved by the Donor. A copy of any announcements, press releases, media releases, newspaper or magazine articles, or other publicity or promotional materials will be submitted to Donor for Donor’s review and approval prior to being released for publication or published. Upon the expiration of the Term of this Agreement or in the event the Donee determines in its sole and absolute discretion that the use of Donor’s name by the Donee would adversely impact the reputation, image, mission or integrity of the Donor, then Donor may, in its sole and absolute discretion, terminate the naming rights provided pursuant to this Agreement by providing the Donee with written notice of termination. Upon receiving such written notice of termination, the Donee shall remove or caused to be removed within a reasonable time the Name or such other name that the Donor may select or approve from time to time from the Premises, other structures, all publications, and any other mediums, whether tangible or intangible, relating to the Site, the Premises, or the Donated Property. The Donee also shall immediately cease to use the Donor’s name in any and all publicity or promotional material pertaining to the Site, the Premises, or the Donated Property, immediately upon being provided with written notice to do the same.

4. REPRESENTATION AND WARRANTIES OF THE PARTIES

a. Representation and Warranties of Donor. Donor is a nonprofit corporation duly organized, validly existing and in good standing under the laws of Tennessee. Donor has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donor has been duly and validly authorized by all necessary action on the part of Donor and this Agreement has been duly executed and delivered by Donor. This Agreement is a legal, valid and binding obligation of Donor enforceable in accordance with its terms.

b. Representation and Warranties of Donee. Donee is a municipality duly organized, validly existing and incorporated under the laws of Tennessee. Donee (i) is a governmental unit described in Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), the gross income of which is generally not subject to United States federal income taxation under Section 115 of the Code; (ii)
has not received any notice or have any reason to believe that its status as described clause (i) of this Section 4(b) has been revoked, changed or lost (or could be revoked, changed, or lost) or that it is no longer in compliance with applicable law; (iii) has the ability, experience and resources to carry out this Agreement; and (iv) will not to use any portion of the Premises, the Donated Property or the Maintenance Fund (A) other than as permitted under the terms and conditions of this Agreement, (B) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (C) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter or registration drive (within the meaning of Section 4945(d)(2) of the Code), (D) to make any grant which does not comply with requirements of Section 4945(d)(3) or (4) of the Code, or (E) for any purposes other than one specified in Section 170(c)(1) or Section 170(c)(2)(B) of the Code. Donee has full power and authority to execute and deliver this Agreement and to perform its obligations under, and consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Donee has been duly and validly authorized by all necessary action on the part of Donee and this Agreement has been duly executed and delivered by Donee. This Agreement is a legal, valid and binding obligation of Donee enforceable in accordance with its terms.

5. TERM & TERMINATION

a. Term. This Agreement shall commence on the Effective Date and shall continue for an initial term (the “Initial Term”) of twenty (20) years. The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the “Term.”

b. Renewal. Within twelve (12) months prior to the expiration of the Initial Term or any Renewal Term hereof, Donor and Donee agree to negotiate in good faith the terms and conditions upon which this Agreement will renew for additional, consecutive terms of ten (10) years each (each, a “Renewal Term”).

c. Termination for Failure to Maintain the Site or the Premises. If at any time during the Initial Term or a Renewal Term, Donor determines in its reasonable discretion that Donee has failed to adequately maintain the Site or the Premises in accordance with the terms of this Agreement, Donor may provide not less than sixty (60) days prior written notice of Donor’s intent to terminate this Agreement; provided, however, that Donee shall have an opportunity to make repairs and cure other maintenance issues to Donor’s satisfaction within the sixty (60) day notice period to prevent termination of the Agreement.

d. Termination by Mutual Agreement. This Agreement may also be terminated by mutual written agreement of both Donor and Donee.

6. USE OF NAMES AND SERVICE MARKS.

a. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Donor and BlueCross BlueShield of Tennessee (“BlueCross”), whether presently existing or hereafter established, are the sole property of Donor and BlueCross, and Donor and BlueCross retain the right to the use and control thereof. Donee shall not use Donor’s or BlueCross’ name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor and shall cease any such usage immediately upon written notice by Donor or upon termination of this Agreement, whichever occurs earlier.

b. Donee agrees that the names, logos, symbols, trademarks, trade names, and service marks of Blue Cross and Blue Shield Association, whether presently existing or hereafter established, are the sole property of Blue Cross and Blue Shield Association, and Blue Cross and Blue Shield Association retains the right to the use and control thereof. Donee shall not use Blue Cross and Blue Shield Association’s name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Donor or Blue Cross and Blue Shield Association and shall cease any such usage immediately upon written notice by Donor or Blue Cross and Blue Shield Association or upon termination of this Agreement, whichever occurs earlier.
7. GENERAL PROVISIONS

a. Entire Agreement. This Agreement, and all exhibits attached hereto, contains the entire agreement between the Parties concerning the donation of the Donated Property and supersedes all prior written or oral agreements between the Parties to this Agreement.

b. Notices. Any written notice required by this Agreement shall be sent by overnight or certified mail, return receipt requested, to the location given in the opening paragraph of this Agreement, or to such other location as a Party may specify upon advance written notice to the other Party during the Term of this Agreement, and in the case of Donor, with a copy provided to its General Counsel, which shall not constitute notice. Notice shall be deemed to have been given on the date it is received by a Party.

c. Further Assurances. The Parties hereby covenant and agree that, from time to time, at the reasonable prior written request of either Party, the Parties shall perform, or cause to be performed, such other actions and execute and deliver, or cause to be executed and delivered, such other agreements, certificates, documents and/or instruments as either of the Parties may reasonably request in order to effectuate the transactions contemplated under this Agreement.

d. Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

e. Assignment; Binding Effect. Neither Party shall have the right to assign, transfer and/or subcontract its rights and/or duties and obligations arising under this Agreement, either in whole or in part, without the prior written consent of the other Party which such consent shall not be unreasonably withheld, conditioned and/or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their successors and permitted assigns.

f. Governing Law; Forum. Regardless of the location of the execution of this Agreement, the Parties hereby acknowledge and agree that this Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws principles. The Parties hereby acknowledge and agree that the jurisdiction and venue for resolving any dispute arising regarding this Agreement shall be appropriate in the courts of Knox County, Tennessee in the United States of America, and the Parties hereby waive any objections to such jurisdiction and venue.

g. Written Amendments. No addition to or modification of any term or provision of this Agreement, whether by amendment, addendum, or otherwise, shall be effective unless in writing, signed by both Donor and Donee, which with respect to the Donee means by the appropriate officials shown on the signature page of this Agreement.

h. Required Approvals. Neither the Donor nor the Donee is bound by this Agreement until it has been approved by the appropriate officials shown on the signature page of this Agreement.

i. No Benefit for Third Parties. This Agreement is intended solely for the benefit of the Donor and Donee, and no benefit is conferred hereby, nor is any contractual relationship established hereby, upon or with any person or entity not a party to this Agreement.

j. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY AS A RESULT OF ANY CLAIM WHETHER SUCH CLAIM IS BASED UPON
CONTRACT, TORT OR ANY OTHER LEGAL THEORY. EACH PARTY ACKNOWLEDGES AND AGREES (I) THAT NO ATTORNEY, REPRESENTATIVE AND/OR OTHER AGENT OF THE OTHER PARTY HAS REPRESENTED, WHETHER EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A CLAIM, SEEK TO ENFORCE THE TERMS AND CONDITIONS OF THIS SECTION 8(J) AND (II) THAT SUCH PARTY AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE TERMS AND CONDITIONS OF THIS SECTION 8(J).

k. Waivers. No waiver by either Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.

1. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Signature Page Follows]
IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

CITY OF KNOXVILLE, TENNESSEE

By:________________________

Name: INDYA KINCANNON

Title: MAYOR

Date:_______________________

BLUECROSS BLUESHIELD OF TENNESSEE FOUNDATION

By:________________________

Name: Roy D. Vaughn,

Title: Executive Director

Date: ______________________

APPROVED AS TO FORM BY:

________________________
Law Director, CHARLES W. SWANSON

FUNDS CERTIFIED BY:

________________________
Finance Director, SUSAN A. GENNOE

Exhibits:
Exhibit A

Site Description

See Property Description Attached
DEED OF DEDICATION

Project No. Tenn. R-111
Parcel 190

THIS INDENTURE made this 14th day of December, 1976, between

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION,

a public corporation organized and existing under the laws of the State of Tennessee, with its principal office and place of business in Knox County, Tennessee, Party of the First Part, and the

CITY OF KNOXVILLE,

a municipal corporation with situs in Knox County, Tennessee, Party of the Second Part;

WITNESSETH:

THAT said Party of the First Part, for and in consideration of the sum of

ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, does hereby dedicate and convey to the CITY OF KNOXVILLE the following described premises, to wit:

SITUATED in District No. One of Knox County, Tennessee, within the Twelfth Ward of the City of Knoxville, and being known as Parcel 190 of the Hamborgs Urban Renewal Project No. Tenn. R-111; and

BEGINNING at the point of intersection of the south right-of-way line of Dandridge Avenue with the west right-of-way line of Hazen Street;

THENCE along the west right-of-way line of Hazen Street, South 32 deg. 58 min. 00 sec. East, 21.34 feet to an iron pin;

THENCE continuing along the right-of-way line of Hazen Street counter-clockwise along the arc of a curve with a radius of 340.22 feet, a distance of 199.31 feet, which curve has a chord bearing of South 23 deg. 41 min. 35 sec. East and a chord distance of 182.97 feet, to an iron pin located in the south right-of-way line of Hazen Street;

THENCE continuing along the right-of-way line of Hazen Street North 65 deg. 35 min. 15 sec. East, 649.70 feet to an iron pin;

THENCE continuing along the right-of-way line of Hazen Street clockwise with the arc of a curve with a radius of 265.00 feet, a distance of 527.76 feet, which curve has a chord bearing of 87 deg. 24 min. 45 sec. East and a chord distance of 464.49 feet, to an iron pin located in the right-of-way line of Hazen Street;

THENCE continuing along the right-of-way line of Hazen Street South 00 deg. 24 min. 45 sec. East, 29.42 feet to an iron pin;


countersigned

SEP 26 1976

PARK M. POWERS

ATTORNEY
THENCE South 73 deg. 30 min. 21 sec. West, 720.00 feet to an iron pin;
THENCE South 26 deg. 44 min. 53 sec. East, 180.00 feet to an iron pin;
THENCE South 10 deg. 43 min. 01 sec. East, 160.00 feet to an iron pin;
THENCE South 66 deg. 55 min. 15 sec. West, 337.27 feet to an iron pin;
THENCE South 23 deg. 04 min. 45 sec. East, 140.00 feet to an iron pin located in the north right-of-way line of Hazen Street;
THENCE along the north right-of-way line of Hazen Street South 66 deg. 55 min. 15 sec. West, 164.32 feet to an iron pin;
THENCE continuing along the north right-of-way line of Hazen Street counter-clockwise with the arc of a curve with a radius of 1,397.38 feet, a distance of 26.12 feet, said curve having a chord bearing of South 66 deg. 23 min. 03 sec. West and a chord distance of 26.12 feet, to an iron pin;
THENCE North 24 deg. 09 min. 01 sec. West, 25.00 feet to an iron pin;
THENCE North 66 deg. 23 min. 08 sec. East, 26.58 feet to an iron pin;
THENCE North 66 deg. 55 min. 15 sec. East, 124.32 feet to an iron pin;
THENCE North 23 deg. 04 min. 45 sec. West, 245.00 feet to an iron pin;
THENCE North 04 deg. 27 min. 16 sec. East, 594.38 feet to an iron pin;
THENCE North 32 deg. 58 min. 00 sec. West, 112.21 feet to an iron pin located in the south right-of-way line of Dandridge Avenue;
THENCE along the south right-of-way line of Dandridge Avenue North 60 deg. 32 min. 00 sec. East, 5.97 feet to the POINT OF BEGINNING;

Containing 402,603.87 square feet, or 11.09 acres, as shown on survey prepared by Russell and Axon, dated November 21, 1974, said survey bearing Map No. B-7160-4 and of record in Map Book 74-L, Page 98, in the Register’s Office for Knox County, Tennessee.

PROVIDED, this conveyance shall be subject to those special covenants and/or easements contained in the “Declaration of Restrictions” made a part hereof by Incorporation by reference and recorded in Book 1511, Page 999, as amended, and those easements shown on Map No. B-7160-4E of record in Map Book 62-5, Page 8, both of which are recorded in the Register’s Office for Knox County, Tennessee.

TO HAVE AND TO HOLD the said premises unto the City of Knoxville together with all rights and appurtenances thereof to the same in any manner belonging or appertaining to the proper use of the City of Knoxville forever in FEE SIMPLE.
IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand the day and year first above written.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

ATTTEST:

[Signature]

John H. Ulmer, Secretary

Lee L. Williams, Chairman

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, a notary public in and for aforesaid State and County, personally appeared Lee L. Williams, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chairman of Knoxville's Community Development Corporation, the within-named bargainer, and that he as Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing by himself as Chairman.

WITNESS my hand and seal at office in Knox County, Tennessee, this 13th day of December, 1976.

[Signature]

Kenneth W. Hildreth

Notary Public

Expiry of Commission

I hereby certify that the above instrument of writing is signed in person and that the above instrument was executed before me.

[Signature]

Deedee Burgess

Notary Public

[Stamp]

Packet Pg. 410
**Exhibit B**

**Description of the Work, including the Upgrades and Equipment**

Morningside Park, a 35-acre City of Knoxville park is adjacent to downtown and surrounded by a variety of neighborhoods including university apartments, multi-family apartments, and a high-rise community for seniors and seniors with disabilities. Two elementary schools and Knoxville’s planned Science Museum are within walking distance. Ideally located on a bus line, it will be easily accessible to students, families, individuals, and seniors, and will benefit the entire region by providing an innovative, safe environment that encourages physical activity for all ages and all abilities.

The BlueCross Healthy Place at Morningside Park will enhance an approximately 3.5-acre area in the north section of Morningside Park by creating a destination environment promoting healthy adults, healthy kids, and a healthy community. The BlueCross Healthy Place at Morningside Park will provide people of all ages and abilities the means to be physically and socially active through the utilization of an outdoor environment featuring an inclusive play area designed for children of all ages and abilities; adult and youth fitness areas and apparatus; new fitness trail; multi-purpose field; open recreation areas; various site amenities; social space for family and community gathering; restrooms and other improvements.
• Community Pavilion
• Restroom
• Inclusive Play Area Ages 2 – 5 years
• Inclusive Play Area Ages 5 – 12 years
• Challenge Course with Thrive
• 40-Yard Dash
• Multi-Propose Field (David Carnes Size)
• Therapeutic Fitness Pod
• Four Fitness Pods
• Walking Trail
Exhibit C

Design-Build Project Agreement

See Attached
DESIGN-BUILD PROJECT AGREEMENT

THIS AGREEMENT made as of the 24th day of February, 2020 (the “Effective Date”).

BETWEEN the Client:

Tennessee Health Foundation, Inc. d/b/a
BlueCross BlueShield of Tennessee Health Foundation (the “Client”)
1 Cameron Hill Circle
Chattanooga, Tennessee 37402-0001

and the Consultant serving as Design-Builder:

PlayCore Holdings, Inc.
d/b/a PlayCore Wisconsin, Inc., and GameTime (“PlayCore” or “Consultant”) 544 Chestnut Street
Chattanooga, Tennessee 37402

for the following Project:

BlueCross Healthy Place at Morningside Park (the “Project”)
1600 Dandridge Avenue
Knoxville, Tennessee 37915

A “destination” inclusive outdoor recreational environment encouraging healthy activity and healthy connections among families and friends from surrounding Tennessee communities visiting Morningside Park as further described in Section 1.1.1 of the Agreement.

Project property Owner:

City of Knoxville (the “Owner”)
400 Main Street, Room 69
Knoxville, Tennessee 37902
TABLE OF ARTICLES

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EXHIBIT A CONSULTANT'S SERVICES
ARTICLE I  INITIAL INFORMATION

§ 1.1 This Agreement is based on the initial information ("Initial Information") set forth in this Section 1.1.

§ 1.1.1 The Client’s program for the Project:

Client seeks to enhance a portion of the north section of the existing Morningside Park recreation site by creating a destination environment promoting healthy adults, healthy kids, and a healthy community. Client envisions the site providing people of all ages and abilities the means to be physically and socially active through the utilization of an outdoor environment featuring an inclusive play area designed for children of all ages and abilities, adult and youth fitness areas and apparatus, nature infused play, new fitness trail; multi-purpose sports field; open recreation areas; various site amenities; social space for family and community gathering; natural landscaping, restrooms, and other improvements. Project design shall include extensive “branding” promoting community health and wellness, and such other items as designated by Client.

§ 1.1.2 Client’s anticipated Sustainable Objective is for the Project to reflect best design and construction practices for a sustainable, environmentally-friendly outdoor recreational area.

§ 1.1.3 The Project’s physical characteristics:

The portion of Morningside Park in the north section of the park set aside for the BlueCross Healthy Place consists of approximately 3.5 acres located in Knoxville, Tennessee. The site currently features a large open space for free-play and sports; perimeter walking trail with exercise stations along the serpentine tree-lined trail around the park; and aging play area towards the rear of the space to be developed.

§ 1.1.4 Client’s “turnkey” budget for the Cost of the Work as defined in Section 4.1 for redesign, redevelopment, new construction, materials, pre-manufactured equipment and amenities is an amount not to exceed $4,600,000. Excluded are allowances for ongoing project maintenance following project completion, project marketing, and other Client, Owner, and Operator expenses.

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design &amp; Site Development</td>
<td>$ 595,762</td>
</tr>
<tr>
<td>Construction Expenses</td>
<td>$ 1,190,389</td>
</tr>
<tr>
<td>Play Areas</td>
<td>$ 763,784</td>
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<tr>
<td>Fitness</td>
<td>$ 637,457</td>
</tr>
<tr>
<td>Restrooms &amp; Storage</td>
<td>$ 501,027</td>
</tr>
<tr>
<td>Roadway, Parking, &amp; Lighting</td>
<td>$ 438,112</td>
</tr>
<tr>
<td>Pavilion Structure &amp; Site Furnishings</td>
<td>$ 351,239</td>
</tr>
<tr>
<td>Multi-Purpose Sad Field w/Irrigation</td>
<td>$ 122,220</td>
</tr>
<tr>
<td>Projected Project Total Cost</td>
<td>$ 4,600,000</td>
</tr>
</tbody>
</table>

§ 1.1.5 The Client wishes the project fast-tracked for completion in keeping with the following schedule which is subject to change pending finalizing the Project Master Plan, Scope of Work, and project weather conditions.

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Design-Build Agreement executed:</td>
<td>02/18/20</td>
<td>03/06/20</td>
</tr>
<tr>
<td>Topographic survey &amp; Geotechnical Inspection;</td>
<td>03/09/20</td>
<td>04/03/20</td>
</tr>
<tr>
<td>Project introduction to local Client;</td>
<td>04/06/20</td>
<td>04/07/20</td>
</tr>
<tr>
<td>Complete final Master Plan;</td>
<td>04/20/20</td>
<td>05/01/20</td>
</tr>
<tr>
<td>Develop Project Schematic Design;</td>
<td>05/04/20</td>
<td>05/29/20</td>
</tr>
</tbody>
</table>
Design Development Drawings (60%):

Construction drawings (90%) for permitting:

City of Knoxville drawing review:

Finalize project construction costs:

Begin sitework construction:

Final construction documents:

Installation of park improvements:

Substantial completion:

Final completion:

06/01/20 07/10/20
07/13/20 08/21/20
08/24/20 09/18/20
09/01/20 09/21/20
09/14/20 11/02/20
09/21/20 10/02/20
10/16/20 03/16/21
05/04/21 05/22/21
05/25/21 06/01/21

§ 1.1.6 Consultant has been selected by Client on the basis of the Consultant’s experience in providing the necessary skills, knowledge, resources, manufactured products and services required to execute successful “Turnkey” projects similar in scope and design to Client’s Project outlined in Section 1.1.1.

§ 1.1.7 (Paragraphs deleted)

§ 1.1.8 If Client and Consultant intend to transmit Instruments of Service, as defined in Section 4.2.1, or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties agree to work together to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Core Project Team (CPT)

§ 1.2.1 The Client identifies the following representative in accordance with Section 3.1:

Mr. Roy Vaughn
Tennessee Health Foundation, Inc.
d/b/a BlueCross BlueShield of Tennessee Health Foundation
1 Cameron Hill Circle
Chattanooga, Tennessee 37402-0001

§ 1.2.2 The persons or entities, in addition to the Client’s representative, who may be required to review the Consultant’s services and Instruments of Service are as follows:

Carol Evans, Executive Director
Legacy Parks Foundation
900 Volunteer Landing Lane
Knoxville, Tennessee 37915

§ 1.2.3 The Consultant identifies the following representative in accordance with Section 2.1:

Robert Barron, GameTime Senior Vice President of Sales
PlayCore Wisconsin, Inc., d/b/a GameTime
544 Chestnut Street
Chattanooga, Tennessee 37402

ARTICLE 2 CONSULTANT’S RESPONSIBILITIES

§ 2.1 Consultant is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. Consultant shall designate in writing a representative who shall act on
Consultant’s behalf with respect to the Project. The term “Consultant” means the Consultant or the Consultant’s authorized representative.

§ 2.1.1 Consultant may retain Design Consultant(s) to perform survey, civil engineering, site planning, landscape architecture, and related services. Design Consultant is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. The term “Design Consultant” means the Design Consultant or the Design Consultant’s authorized representative. Design Consultant may subcontract with other trades and resources as appropriate to fulfill Project programming and Consultant’s final Scope of Work.

§ 2.1.2 Consultant may retain General Subcontractor to provide the means, methods, materials, labor, and equipment to perform on-site general contracting services for Consultant necessary to complete Consultant’s scope of work for the Project. General Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout this Agreement as if singular in number. The term “General Subcontractor” means the General Subcontractor or the General Subcontractor’s authorized representative. General Subcontractor may subcontract with other trades and resources as appropriate to fulfill Project programming.

§ 2.1.3 Consultant, Design Consultant, and General Subcontractor agree to use good faith efforts to contract with, or subcontract with minority and women owned businesses located within the City of Knoxville, Tennessee and/or Knox County, Tennessee.

§ 2.2 Consultant shall perform as required under this Agreement and provide the services designated in Exhibit A. Prior to Consultant engaging any subcontractor or consultants to perform any services under this Agreement, including any Additional Services, as defined in Section 2.2.1 of this Agreement, Consultant shall provide Client with the name, qualifications and services to be provided by such subcontractor and/or consultant, and Client and Consultant shall work together to decide whether such subcontractor and/or consultant shall be engaged by Consultant for the Project.

§ 2.2.1 Consultant may provide additional services not designated in Exhibit A (“Additional Services”), after execution of this Agreement, without invalidating this Agreement. Upon recognizing the need to perform Additional Services that may arise after execution of this Agreement, Consultant shall notify Client. Consultant, however, shall not proceed to provide such services until Consultant receives Client’s prior written authorization. Except for services due to the fault of the Consultant or Consultant providing services without Client’s prior written authorization, any Additional Services provided in accordance with this Section 2.2.1 shall entitle the Consultant to compensation pursuant to Section 8.2.

§ 2.3 Consultant, Design Consultant, and General Subcontractor, and other subcontractors and sub-consultants who may be added, shall maintain the insurance as called out in this Section for the duration of this Agreement.

§ 2.3.1 Consultant shall maintain Commercial General Liability with policy limits of not less than Two Million Dollars ($2,000,000) for each occurrence; and Ten Million Dollars ($10,000,000) in the aggregate for bodily injury and property damage. Design Consultant, and General Subcontractor, and other subcontractors and sub-consultants shall maintain Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate for bodily injury and property damage.

§ 2.3.2 Consultant shall maintain Automobile Liability covering vehicles owned by Consultant and non-owned vehicles used by Consultant with policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollar ($1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage. Design Consultant, and General Subcontractor, and other subcontractors and sub-consultants shall maintain Automobile Liability covering both owned and non-owned vehicles with policy limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.3.3 Consultant, Design Consultant, and General Subcontractor, and other subcontractors and sub-consultants may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through
a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.3.1 and 2.3.2.

§ 2.3.4 Workers’ Compensation at statutory limits and Employers’ Liability with a policy limit of not less than One Million Dollars ($1,000,000).

§ 2.3.5 Design Consultant shall maintain Professional Liability covering the negligent acts, errors and omissions in the performance of professional design services with policy limits of not less than Five Million Dollars ($5,000,000) per claim and Ten Million Dollars ($10,000,000) in the aggregate.

§ 2.3.6 Client shall be an additional insured on Consultant’s and General Subcontractor’s primary and excess policies for Commercial General Liability (for their ongoing operations) and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Client’s insurance policies. Additional insured coverage for both ongoing and completed operations shall be provided by Subcontractor.

§ 2.3.7 Consultant, Design Consultant, and General Subcontractor shall provide to Client certificates of insurance evidencing compliance with the requirements in this Section 2.3. The certificates will show Client as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies. Consultant will provide additional insured status for ongoing operations, and General Subcontractor will provide additional insured status for both ongoing and completed operations.

§ 2.4 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances for the benefit of Client and Owner and Consultant shall abide by the ethics of Consultant’s profession. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. When applicable law requires that services be performed by licensed professionals, Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions.

§ 2.5 Consultant shall coordinate its services with services, if any, provided by Client. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by Client.

§ 2.6 As soon as practicable after the Effective Date, Consultant shall submit for Client’s approval a Project schedule (the “Schedule”) for the performance of Consultant’s services. The Schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion as set forth in the Initial Information. The Schedule shall include allowances for periods of time required for Client’s review, for the performance of Client’s other consultants and contractors, if any, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by Client, time limits established by the Schedule shall not, except for reasonable cause, be exceeded by Consultant or Client. With Client’s prior written approval, which shall not be unreasonably withheld, Consultant shall adjust the Schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.7 Except with Client’s prior knowledge and written consent, Consultant shall not engage in any activity, or accept any interest or contribution that would reasonably appear to compromise Consultant’s professional judgment with respect to the Project.

§ 2.8 Consultant shall coordinate information provided by Client with information and data developed by Consultant in the performance of its services.

§ 2.9 By performing the services under this Agreement, Consultant assumes responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, and for the construction of the Project in accordance with the approved final design. Consultant shall have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, and for safety precautions and programs of the Project.
§ 2.10 Services performed by Consultant during the construction of the Project are undertaken and performed by Consultant in the sole interest, and for the exclusive benefit, of the Client and the Owner.

ARTICLE 3 CLIENT AND CONSULTANT RESPONSIBILITIES

§ 3.1 Client shall identify a representative authorized to act on Client’s behalf with respect to the Project. The term “Client” means Client or Client’s authorized representative.

§ 3.2 Client shall provide full and timely information regarding requirements for, and limitations on, the Project and shall render decisions and approve Consultant’s submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Consultant’s services.

§ 3.3 Client shall establish and periodically update Client’s budget for the Project, including the budget for the Cost of the Work as defined in Section 4.1. If Client significantly increases or decreases Client’s budget for the Cost of the Work, Client shall notify the Consultant in a timely manner. Client and the Consultant shall thereafter mutually agree to a corresponding change in the Project’s scope and quality.

§ 3.4 Client may furnish the services of other consultants and contractors in addition to those provided by Consultant in this Agreement, or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 3.5 (Paragraph deleted)

§ 3.6 Services provided by Consultant’s consultants or contractors, whether such services are performed directly by them or by their sub-consultants or subcontractors, shall be performed by qualified professionals licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located. Consultant shall require that its consultants and contractors maintain professional liability insurance as appropriate to the services provided.

§ 3.7 Consultant shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.8 If necessary for the Project and after approval, in writing, by Client, Consultant shall obtain, at Client’s extra expense, services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.9 If necessary for the Project and after approval, in writing, by Client, Consultant shall obtain, at Client’s extra expense, services tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.10 Upon Client’s written request, and to the extent reasonably required for performance of services provided by Client, Consultant shall provide Client with a copy of the scope of services in the executed agreements between Consultant and Consultant’s other consultants and subcontractors.

ARTICLE 4 TERMS AND CONDITIONS

§ 4.1 Cost of the Work
§ 4.1.1 The Cost of the Work includes all costs, charges and expenses to be paid by Client in connection with the design and construction of the Project.

§ 4.1.2 The Cost of the Work includes the compensation of Consultant and Consultant’s sub-consultants and Subcontractor.

§ 4.2 Copyrights and Licenses

§ 4.2.1 Drawings, specifications, and other documents furnished by Consultant, including those in electronic form, are Instruments of Service. Consultant, and any other person or entity providing services or work for Consultant, shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyrights.

Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of Consultant, and any other person or entity providing services or work for Consultant.

§ 4.2.2 Client and Consultant warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 4.2.3 Upon execution of this Agreement, Consultant grants to the Client a nonexclusive license to use the Consultant’s, other sub-consultant’s and Subcontractor, Instruments of Service solely and exclusively for constructing, using, maintaining, altering and adding to the Project, provided that Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this Section 4.2.3 permits Client to authorize Consultant and its sub-consultants, subcontractors, and material or equipment suppliers, as well as Client’s consultants and separate contractors to use and reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project, including the further development of the Instruments of Service. Consultant shall obtain similar limited, irrevocable and non-exclusive licenses from its sub-consultants consistent with this Agreement. If Consultant rightfully terminates this Agreement for cause as provided in Section 6.4, the license granted in this Section 4.2.3 shall terminate.

§ 4.2.4 Client, to the extent permitted by applicable law, agrees to indemnify and hold harmless Consultant and its consultants and Subcontractors from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise directly from changes in, or further development of, the Instruments of Service by, or on behalf of, Client, without the involvement of the Consultant, sub-consultants, or Subcontractors.

§ 4.2.5 Except for the licenses granted in this Agreement (including the exhibits and attachments hereeto), no other license or right shall be deemed granted or implied under this Agreement. Client shall not otherwise assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Client or others shall be at the Client’s sole risk and expense and without liability to the Consultant and its sub-consultants.

ARTICLE 5 CLAIMS AND DISPUTES

§ 5.1 General

§ 5.1.1 Client and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in Section 5.2.4 of this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Project. Client and Consultant waive all claims and causes of action not commenced in accordance with this Section 5.1.1.
§ 5.1.2 To the extent damages are covered by property insurance, Client and Consultant waive all rights against each other and against the Subcontractors, sub-consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement, including its exhibits. Client or the Consultant, as appropriate, shall require of their contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 5.1.3 Client and Consultant waive special, punitive or consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all special, punitive or consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 6.6.

§ 5.2 Mediation

§ 5.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of Consultant’s services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 5.2.2 Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 5.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 5.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 5.2, the method of binding dispute resolution shall be Arbitration pursuant to Section 5.3 of this Agreement.

§ 5.3 Arbitration

§ 5.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 5.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 5.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
§ 5.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 5.3.4 The Parties hereto irrevocably consent to the Jurisdiction of the United States District Court for the Eastern District of Tennessee and all Tennessee state courts sitting in Hamilton County, Tennessee, for the purpose of any litigation in which the parties may be involved which concerns this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Hamilton County.

§§ 5.3.4 Consolidation or Joinder

§ 5.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations have materially similar procedural rules and methods for selecting arbitrator(s).

§ 5.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 5.3.4.3 The Client and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 5.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Client and Consultant under this Agreement.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 If Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant’s option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, Consultant shall give fourteen (14) days’ written notice to Client. Consultant shall have no liability to Client for delay or damage caused to Client because of such suspension or termination of services. In the event of suspension of services, and before resuming services, Consultant shall be paid for all undisputed sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of Consultant’s services. Consultant’s compensation and schedule for the remaining services shall be equitably adjusted.

§ 6.2 If Client suspends the Project or Consultant’s services without cause, Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of Consultant’s services. Consultant’s compensation and schedule for the remaining services shall be equitably adjusted.

§ 6.3 If the Project is suspended or Consultant’s services are suspended for more than 90 cumulative days, Consultant may terminate this Agreement by giving not less than 7 days’ written notice.

§ 6.4 This Agreement may be terminated by either party upon not less than 14 days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination; provided, that the defaulting party does not remedy or cure such default within 14 days of receiving such notice.

§ 6.5 This Agreement may be terminated by Client upon not less than 30 days’ written notice to Consultant for Client’s convenience and without cause.

§ 6.6 In the event of termination not the fault of Consultant, Consultant shall be compensated for all materials provided or manufactured which are non-cancellable and services performed prior to termination, together with
reimbursable expenses, as mutually agreed, in writing, by Consultant and Client, then due and all expenses directly attributable to termination for which the Consultant is not otherwise compensated.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the laws of the State of Tennessee without regards to conflict of laws principles that would result in the application of any law other than the State of Tennessee.

§ 7.2 Intentionally Omitted

§ 7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant.

§ 7.4 Unless explicitly provided otherwise in this Agreement, Consultant and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.5 Subject to the confidentiality requirements of Section 7.6, Consultant and its sub-consultants shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by Consultant and its sub-consultants in connection with the Project. Consultant and its consultants shall be given reasonable access to the completed Project to make such photographic representations. Client shall provide professional credit to Consultant in Client’s promotional materials for the Project.

§ 7.6 If Client or Consultant receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.6.1.

§ 7.6.1 If Client or Consultant receives information specifically designated as “confidential” or “business proprietary,” the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.6.

§ 7.7 Client and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the written consent of the other except that the Client may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Client’s rights and obligations under this Agreement.

§ 7.8 If Client requests Consultant to execute certificates, the proposed language of such certificates shall be submitted to Consultant for review at least 14 days prior to the requested dates of execution. If Client requests Consultant to execute consents reasonably required to facilitate assignment to a lender, Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 8 COMPENSATION

§ 8.1 For Consultant’s services under this Agreement, Client shall compensate Consultant on the basis of a stipulated lump sum (“Contract Sum”) approved by Client as determined by Consultant’s final cost estimate upon completion of the final Project Master Plan and identification all of Consultant’s Scope of Work for the Project. Consultant shall submit to Client a schedule of values (“SOV”) allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy and completeness. Consultant shall derive the value of its Work and the Contract Sum from: 1) PlayCore’s pricing for
applicable products and services; 2) proposal by Sub-consultants for services to be rendered, and schedules for standard charges, fees, and expenses; 3) proposal by Subcontractors for construction materials and services; and 4) bid proposals from other sub-consultants and subcontractors as may be needed to fulfill the final Master Plan and Scope of Work. Consultant’s billing process and Client’s payment obligations are described in accompanying Exhibit A, Article A.8.

§ 8.2 An initial payment of $25,000.00 shall be made upon receipt by Client of a properly documented invoice from Consultant as payment for the information gathering services provided by Sub-consultant for the site planning described in Exhibit A Section § A.3.2.3. The payment shall be credited to the Client’s account in the final invoice.

ARTICLE 9 SCOPE OF AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

This Agreement entered into as of the Effective Date.

[Signatures]

King, Donald R O/R/30
11004082.ID
Digitally signed by
King Donald R O/R/3011004082.ID
Date: 2009.02.22 14:30:35 -05'00'

CLIENT (Signature)

CONSULTANT (Signature)

[Printed name and title]

Ray D. Vaughn
SVP, Chief Communications Officer

Donald R. King
GameTime Director of Sales Administration

[Printed name and title]
CORPORATE RESOLUTION

Resolved that
Donald R. King, Director of Sales Administration, GameTime Division, whose signature appears below is hereby authorized on behalf of this Corporation to enter into agreements related to the sale of the company's products, to agree to such terms and conditions as such officer deems advisable and to execute agreements as deemed proper and advisable by such officer in connection the endeavors of the Corporation.

Such officer is also authorized to affix the seal of the corporation to any documents which the officer deems proper and advisable.

It is further resolved
that all acts of such officer previously undertaken in behalf of the Corporation are hereby ratified and affirmed.

Said officer is authorized to act upon this Resolution until written notice of its revocation.

PlayCore Wisconsin, Inc., d/b/a GameTime
A Division of PlayCore Holdings, Inc.

[Signature]

I, Roger R. Fosacki, President and CEO of PlayCore Holdings, Inc., a Delaware corporation, do hereby certify that the Resolution above is a true copy of a resolution and that the signature appearing above is the genuine signature of the person authorized as Director of Sales Administration for the GameTime Division of PlayCore Wisconsin, Inc., to act on behalf of said Corporation.

PlayCore Holdings, Inc.
544 Chestnut Street
Chattanooga, Tennessee 37402

[Signature]

STATE OF TENNESSEE
COUNTY OF HAMILTON

SWORN TO and subscribed before me this 18th day of March, 2019.

Scott Hooker, Notary Public
My commission expires: August 13, 2019

4837-8059-5299.7
Exhibit A

Consultant's Services

for the following PROJECT:

BlueCross Healthy Place at Morningside Park ("Project")
1600 Dandridge Avenue
Knoxville, Tennessee 37915

A “destination” inclusive outdoor recreational environment encouraging healthy activity and healthy connections among families and friends in the Morningside Park, Tennessee vicinity, as further described in Section 1.1.1 of the Agreement.

THE CLIENT:

Tennessee Health Foundation, Inc.
d/b/a BlueCross BlueShield of Tennessee Health Foundation (“Client”)
1 Cameron Hill Circle
Chattanooga, Tennessee 37402-0001

THE CONSULTANT & DESIGN-BUILDER:

PlayCore Holdings, Inc.
d/b/a PlayCore Wisconsin, Inc., and GameTime (“PlayCore” or “Consultant”) 544 Chestnut Street
Chattanooga, Tennessee 37402

PROJECT PROPERTY OWNER:

City of Knoxville (the “Owner”) 400 Main Street, Room 69
Knoxville, Tennessee 37902

THE AGREEMENT:

This Exhibit is part of the accompanying Design Build Project Agreement between the Client and the Consultant (hereinafter, the “Agreement”), dated 24th day of February, 2020.
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Consultant shall provide to Client only the services in this Exhibit A that are designated by a check or “X” in the box adjacent to the listed service. In providing subsequent services, Consultant shall be entitled to rely on the Client’s prior approvals of documents submitted or services rendered.

### ARTICLE A.1 PROJECT ADMINISTRATION SERVICES

| X | § A.1.1 Project Administration: Consult with the Client and administer the Project on the Client’s behalf, including, attending and conducting Project meetings, communicating with members of the Project Team, and issuing progress reports to the Client. |
| X | § A.1.2 Agency Consultation/Review/Approval: Assist the Client in connection with filing of documents required for the approval of governmental authorities having jurisdiction over the Project and not otherwise the responsibility of the Consultant. The Consultant’s obligation with respect to this section A.1.2 is limited to preparation of 90% construction drawings. |
| X | § A.1.3 Schedule Development/Monitoring: Prepare and periodically update the Project schedule, which shall include the milestone dates set forth in Section 1.1.7 of the Agreement and identify additional milestone dates for decisions and approvals required of the Client, services furnished by the Consultant, and completion of documentation provided by the Consultant. |
| X | § A.1.4 Other Project Administration Services: Other Project administration services shall be determined upon completion of the Project final Master Plan. |

### ARTICLE A.2 INFORMATION GATHERING SERVICES

| X | § A.2.1 Information Gathering Services: Obtain information for subsequent programming, planning and Client’s Criteria development activities. The Consultant shall perform the Information Gathering Services designated in Section A.2.2. Unless otherwise agreed upon in writing, the Consultant shall determine the extent and detail of the information to be gathered by the Consultant. Promptly after execution of the Agreement, the Consultant shall advise the Client of any additional information not designated as the Consultant’s responsibility which, in the Consultant’s judgment, is required in connection with the Project. In conjunction with the Information Gathering Service designated in Section A.2.2, the Consultant shall perform the following services. |
| X | § A.2.1.1 Preparation of Draft Information Gathering Report: Upon completion of information gathering, prepare and deliver to the Client, a written draft Information Gathering Report identifying and analyzing the information gathered by the Consultant or provided by the Client and summarizing the results of the analysis. |
| X | § A.2.1.2 Preparation of Final Information Gathering Report: Revise the draft Information Gathering Report in response to the Client’s comments and provide the Client with a copy of the final Information Gathering Report for the Client’s review and approval. |
| X | § A.2.2.1 Site Investigation: Consultant will conduct an on-site evaluation to inventory readily visible existing features, drainage patterns, vehicular and pedestrian circulation, etc. The analysis will also entail a review of the surrounding area (neighborhood scale) to determine adjacent land uses, potential linkages, etc. The information will be utilized to identify physical opportunities and constraints to development. |
| X | § A.2.2.3 Environmental Studies and Reports: Presently not required. |
### ARTICLE A.3 PROGRAMMING AND PLANNING SERVICES

<p>| § A.3.1 Programming and Planning Services: Establish and document requirements of the Project, which may include design objectives and concepts, approximate gross facility areas and space requirements; space adjacencies, flexibility and expandability requirements; and special equipment and systems requirements. The Consultant shall perform the Programming and Planning Services designated in Section A.3.2. In conjunction with the Programming and Planning Services designated in Section A.3.2, the Consultant shall perform the following services. |
| § A.3.1.1 Review of Programming and Planning Requirements: |
| § A.3.1.1.1 Facilitate a meeting with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives; and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria. |
| § A.3.1.1.2 Prepare and provide to the Client a written evaluation of the identified Project values and goals; addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality. |
| § A.3.1.1.3 Meet with the Client to confirm and finalize the Client’s and user’s priorities, values, and goals that will impact the Project. |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>§ A.3.1.4 Identify and confirm the Client’s objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.1.5 Confirm the intended use of the program documents and services with the Client.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.1.6 Identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.1.2 Preparation of Draft Program Document: Prepare and deliver to the Client a written draft Program Document, (1) describing all programming and planning requirements identified by the Consultant or provided by the Client, (2) identifying alternate concepts to address those requirements, and (3) providing the Consultant’s recommendations.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.1.3 Preparation of Final Program Document. Revise the draft Program Document in response to the Client’s comments, prepare a final Program Document, and provide the final Program Document to the Client for review and approval.</td>
</tr>
<tr>
<td></td>
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<tr>
<td>X</td>
<td>§ A.3.2 Programming and Planning Services</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.1 Multiple Site Evaluation: Not required</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.2 Site Suitability: The Project site is located within the confines of Morningside Park described in Section 1.1.1 of the Agreement. The construction area is located adjacent to an existing play area and paved walkway with clusters of mature trees, sloping topography; and grassed areas without commercial plantings.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.3 Site Planning: Prepare planning level graphics and other information summarizing and illustrating key issues, opportunities and constraints. This will further define the Project program, review data gathering information, develop “BlueCross Healthy Place” design vernacular, review site inventory and analysis findings, and define design opportunities for creating a BlueCross Healthy Place development. BlueCross staff and other CPT members will express their thoughts, expectations, wishes, and desires for the “Healthy Place” concept with the intent of creating a comprehensive list of ideas and design criteria to be included in the master planning concepts. This will lead to a more in-depth design team session focusing on applying the developed design program to the existing site. Plan graphics, illustrative sections, and elevations will be developed illustrating different master planning concepts. These conceptual master plans will illustrate the location, size, type, character, and scale of the proposed improvements in a diagrammatic format for the different concepts. The desired outcome will be to gain a consensus, by the CPT, for the preferred alternative for the park. The main focus will be to develop a solution that features and promotes the “BlueCross Healthy Place” concept.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.4 Master Planning: The finished plan will accurately depict the location, scale, and character of the proposed improvements within the project areas. Consultant will prepare a final color rendered master plan, one mounted copy of the final plan, and electronic files suitable for Client for reproduction.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.5 Preliminary Cost Estimating: Consultant shall develop an Opinion of Probable Construction Cost (OPCC) for the final Master Plan (see § A.3.2.4).</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.6 Scheduling: See Agreement §1.1.7.</td>
</tr>
<tr>
<td>X</td>
<td>§ A.3.2.7 Market Analysis: Not included in Consultant’s Scope of Work.</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.8 Detailed Existing Facility Evaluation:</td>
</tr>
<tr>
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<tr>
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<td>§ A.3.2.9 Environmental Suitability:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.10 Services in Support of the Client’s Other Consultants:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.11 Space Adjacencies/Flow Diagrams:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.12 Detailed Site Utilization Studies:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.13 Off-Site Utility Studies:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.14 Narrative of Program Requirements/Objectives:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.15 Narrative of Design Goals and Project Objectives, including Sustainability Objectives:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.16 Project Concept Diagrams and Documents:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.20 Project Phasing:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.21 Project Performance Requirements:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.22 Project Expandability Requirements:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.23 Project Flexibility Requirements:</td>
</tr>
<tr>
<td></td>
<td>§ A.3.2.24 Energy Requirements:</td>
</tr>
<tr>
<td></td>
<td>§A.3.2.25 Minority, Women, Disadvantaged Business Enterprises, and Other Similar Requirements:</td>
</tr>
<tr>
<td></td>
<td>§A.3.2.26 Zoning Analysis:</td>
</tr>
</tbody>
</table>

× §A.3.2.27 Traffic Studies: Outside of current Scope of Work; can be conducted upon Client or City’s request as an extra service.

× §A.3.2.28 Attend Agency Meetings: Consultant will attend Client’s meetings as requested.

× §A.3.2.29 Life Cycle Analysis: Not currently in Scope of Work; can be developed upon Client’s request as an extra service.

× §A.3.2.30 Other Programming and Planning Services: The following excluded services can be provided at Client’s request as an additional service with an appropriate adjustment in fees:
1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as,
but not limited to, soil conditions, environmental issues, etc.)
2. Design revisions requested by those outside the project team and stakeholder, beyond the schematic design phase
3. Zoning variance applications
4. Sanitary sewer lift station design
5. Traffic study
6. Traffic signal design
7. Offsite utility design services
8. Floodway modeling/studies
9. Wetlands and stream permitting
10. Site communication, and gas utility services design
11. Platting or instrument recording
12. Subsurface or environmental investigations
13. ALTA/NSPS Land title Survey Certification

ARTICLE A.4 CONSTRUCTION DOCUMENT DESIGN SERVICES

X § A.4.2 Construction Document Design Services

X § A.4.2.1 Landscape Architectural Design: The architectural design (Design) shall provide an overall site layout plan prepared by Consultant depicting a "destination environment" promoting healthy adults, healthy kids, and a healthy community by providing people of all ages and abilities the means to be physically and socially active through the utilization of an outdoor environment enhanced recreational area. Project improvements include an inclusive play area designed for children of all ages and abilities; adult and youth fitness areas and apparatus; nature infused play, new fitness trail, multi-purpose sports field, open recreation areas; various site amenities, social space for family and community gathering; natural landscaping, restrooms, and other improvements. Project design shall include extensive "branding" promoting community health and wellness. and such other items as designated by Client.

The Design scope of work does not require site and utility demolition, demolition of existing driveways, curb and gutter, sidewalks, pavement, or utilities; demolition of existing structures, repairs to or upgrading of existing restroom, or site grading other than for new improvements.

X § A.4.2.2 Performance Specifications: Consultant shall provide material, construction, performance, and technical specifications as necessary to define requirements for Project improvements.

X § A.4.2.3 Building Systems Requirements: Not required for the current Scope of Work.

X § A.4.2.4 Building Materials Requirements: Consultant shall provide all necessary building materials and construct the improvements required to fulfill the Project Design.

X § A.4.2.5 Equipment Requirements: Consultant shall design, manufacture, furnish, and install all equipment necessary for the children's play area (PowerScape, PrimeTime, Ionix, Xscape, PlayWorx, GT Events, GTShade), safety surfacing (GTTM quiq) for play and fitness areas); adult (GTFit, Thrive) and youth (Challenge Course, GTFit) fitness areas; trail Fitness Pods (GTFit); site amenities (GT Site, UltraSite); and other equipment called for in the Project Master Plan.

X § A.4.2.6 Building Code Analysis: Design work identified in §A.4.2.1 and other work required by Project Design shall include a building code analysis to ensure such work is in keeping with local building codes and other state and local requirements.

X § A.4.2.7 Accessibility Analysis: All Design work shall be in keeping with Universal Federal Accessibility Standards (UFAS), American with Disabilities Act Accessibility Guidelines (ADAAG); and
state and local requirements.

§ A.4.2.8 Structural Design: Not required for the current Scope of Work.

§ A.4.2.9 Mechanical Design: Not required for the current Scope of Work.

§ A.4.2.10 Electrical Design: Not required for the current Scope of Work.

§ A.4.2.11 Fire Protection Design: Not required for the current Scope of Work.

§ A.4.2.12 Civil Design: Civil design shall be in keeping with §A.4.2.1.

§ A.4.2.13 Landscape Design: Landscape design shall be as described §A.4.2.1.

§ A.4.2.14 Interior Design: Not required for the current Scope of Work.

ARTICLE A.5 CLIENT’S CRITERIA DEVELOPMENT SERVICES

§ A.5.1: The Consultant shall perform the following Client’s Criteria Development Services to describe, in detail, the Client’s Criteria for the Project. Unless otherwise agreed in writing, the Client’s Criteria shall include those items listed in Section 1.1 of AIA Document A141™-2014. The Client’s Criteria is intended to be made a part of the Design-Build Contract.

§ A.5.1.1 Preparation of Draft Client’s Criteria: Prepare and deliver to the Client a draft of the Client’s Criteria for the Project. The Client’s Criteria shall be based on a program, schedule, and budget for the Project agreed upon by the Client, information provided by the Client, and other information developed by the Consultant under the Agreement. Depending on the other services provided by the Consultant, the Client’s Criteria may include, or be based on, the Final Information Gathering Report, or Final Program Document.

§ A.5.1.2 Preparation of Final Client’s Criteria: Revise the draft Client’s Criteria in response to the Client’s comments and provide the final Client’s Criteria to the Client for the Client’s review and approval.

§ A.5.2 Other Client’s Criteria Development Services: If necessary, Consultant shall revise the Final Client’s Criteria, after preparation of construction costs to reduce the estimated Project cost to conform to the Client’s budget for the Project, identified in Section 1.1.6 of the Agreement providing not more than three revisions over the duration of the Project are required.

ARTICLE A.6 BUDGETING AND COST ESTIMATING

§ A.6.1: Budgeting and cost estimating are intended to aid in the development of the Client’s Criteria, and the evaluation of the Client’s Criteria in view of the Client’s budget for the Project. The Consultant’s budgeting and cost estimating represent the Consultant’s professional judgment. The Consultant, when preparing estimates of overall Project cost, shall include contingencies for design, bidding and/or negotiation, and price escalation. If the design-build contract award has not occurred within 90 days of the date shown on the schedule referred to in Section 1.1.7 of the Agreement, the overall Project budget shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ A.6.1.1 Preliminary Estimate: When the Client’s Criteria requirements have been sufficiently identified, prepare a preliminary estimate of the overall Project cost. This estimate may be based on information provided by the Client and on current area, volume, or similar estimating techniques.
<table>
<thead>
<tr>
<th>§</th>
<th>A.6.1.2 Updated Estimate:</th>
<th>As appropriate to the progress of the development of the Client’s Criteria for the Project and the Design-Build Documents, update and refine the Preliminary Estimate. Advise the Client of any adjustments to previous estimates made necessary by changes or refinements in Project requirements, or by changes in general market conditions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>§</td>
<td>A.6.2 Recommendation to Adjust Project Parameters:</td>
<td>At the request of the Client, make recommendations to adjust the Project’s size, quality, budget or other parameters.</td>
</tr>
<tr>
<td>§</td>
<td>A.6.3 Other Budgeting and Cost Estimating Services:</td>
<td>Other Budgeting and Cost Estimating services to be provided by the Consultant shall be determined by the final Project Master Plan.</td>
</tr>
</tbody>
</table>

**ARTICLE A.7 CONSULTANT’S CONSTRUCTION RESPONSIBILITIES**

§ A.7.1 The Consultant shall supervise and direct the Work, using the Consultant’s best skill and attention. The Consultant shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ A.7.2 Unless otherwise provided in the Agreement, the Consultant shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ A.7.3 The Consultant shall pay applicable sales, consumer, use and similar taxes, for the Work provided by the Consultant.

§ A.7.4 The Consultant shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ A.7.5 The Consultant shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ A.7.6 If the Consultant encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design Documents, the Consultant shall promptly provide notify Client of conditions which materially cause an increase or decrease in the Consultant’s cost of, or time required for, performance of any part of the Work, and shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both.

**ARTICLE A.8 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

§ A.8.1 The Contract Sum for all Work shall be based on the stipulated sum approved by Client as determined by Consultant’s final cost estimate upon completion of the final Project Master Plan. Consultant shall submit to Client a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as Client may require. This schedule shall be used as a basis for reviewing the Consultant’s Applications for Payment.

§ A.8.2 At least thirty (30) days before the date established for each progress payment, Consultant shall submit to Client an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supplied by data substantiating Consultant’s right to payment.
§ A.8.3 Payments shall be made for services provided as well as materials and equipment delivered and suitably stored and secured at the site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

§ A.8.4 Consultant warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to Client no later than the time of payment. Consultant further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from Client shall, to the best of Consultant’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Consultant, Sub-Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ A.8.5 Client may withhold payment in whole or in part to the extent reasonably necessary to protect Client due to the Client’s determination that the Work has not progressed to the point indicated in the Consultant’s Application for Payment, or the quality of the Work is not in accordance with the Design Documents. If Consultant and Client cannot agree on a revised amount, Client will promptly make payment for the amount that Client deems to be due and owing. Client may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or a part of payment previously issued to such extent as may be necessary to protect Client from loss for which the Consultant is responsible because of

1. defective Work, including design and construction, not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Client is provided by the Consultant;
3. failure of the Consultant to make payments properly to Sub-Consultants, Contractors or others, for services, labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Client or a separate contractor;
6. repeated failure to carry out the Work in accordance with the Design Documents.

§ A.8.6 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ A.8.7 Consultant shall pay Sub Consultant, Contractor, and other person or entity providing services or work for Consultant no later than the time period required by applicable law, but in no event more than seven (7) days after receipt of payment from the Client the amount to which the Sub-Consultant, Contractor, and other person or entity providing services or work for the Consultant is entitled, reflecting percentages actually retained from payments to the Consultant on account of the portion of the Work performed by the Sub-Consultant, Contractor, or other person or entity.

§ A.8.8 Client has the right to request written evidence from Consultant that Consultant has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Consultant, amounts paid by Client to Consultant for the Work. If Consultant fails to furnish such evidence within seven days, Client shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. Client shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ A.8.9 A progress payment, or partial or entire use or occupancy of the Project by the Client shall not constitute acceptance of Work not in accordance with the Design Documents.

§ A.8.10 If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties any of the Work is found not to be in accordance with the requirements of the Design Documents, Consultant shall correct it promptly after receipt of written notice from the Owner to do so unless the Client has previously given the Consultant a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify Consultant and give the Consultant an opportunity to make the correction, the Owner waives the rights to require correction by the Consultant and to make a claim for breach of warranty. If the Consultant fails to correct nonconforming Work within a
reasonable time during that period after receipt of notice from the Owner, the Owner may correct it at the expense of the Consultant.

§ A.8.11 If the Client does not issue payment, through no fault of the Consultant, within the time required by the Agreement, then the Consultant may, upon seven additional days’ written notice to the Client, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Consultant’s reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design Documents.

§ A.8.12 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design Documents so that the Owner can occupy or utilize the Work for its intended use.

§ A.8.13 When the Work or designated portion thereof is substantially complete, the Consultant will prepare for the Owner’s signature a Certificate of Substantial Completion that shall, upon the Owner’s signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Consultant for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Consultant shall finish all items on the list accompanying the Certificate. Warranties required by the Design Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ A.8.14 Upon receipt of the Consultant’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Client and or Owner will promptly make such inspection. When the Client and or Owner find the Work acceptable under the Design Documents and the Contract fully performed, the Client will promptly make final Payment when Consultant provides (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Client or the Owner’s property might be responsible or encumbered, (less amounts withheld by Client) have been paid or otherwise satisfied, (2) if required by the Client or Owner other data establishing payment or satisfaction of obligations, such as releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract.

§ A.8.15 The making of final payment shall constitute a waiver of Claims by Client and/or Owner except those arising from:

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Design Documents;
.3 terms of special warranties required by the Design Documents;
.4 terms of the warranties in Section A.8.10 above; or
.5 any other claims previously made, in writing, by Client or Owner which are unsettled at the time of final Application of Payment.

§ A.8.16 Acceptance of final payment by the Consultant shall constitute a waiver of claims by Consultant except those previously made in writing and identified by the Consultant as unsettled at the time of final Application for Payment.
AMENDMENT NO. 1 TO DESIGN-BUILD AGREEMENT

THIS AMENDMENT NO. 1 TO THE DESIGN BUILD AGREEMENT (this “Amendment”), dated and to be effective as of September 16, 2020 (the “Effective Date”), is by and between Tennessee Health Foundation, Inc. d/b/a BlueCross BlueShield of Tennessee Health Foundation, herein referred to as “Client,” and PlayCore Holdings, Inc. d/b/a PlayCore Wisconsin, Inc. and Game Time, herein referred to as the “Consultant” and collectively with Client referred to as the “Parties”;

WHEREAS, the Parties entered into a Design-Build Agreement dated February 24, 2020 (the “Agreement”);

WHEREAS, the Parties intend the Project to be a gift to the City of Knoxville, Tennessee (the “Owner”), and the Owner has requested inclusion of certain requirements in the Agreement; and

WHEREAS, the Parties desire to enter into this Amendment in order to amend the Agreement to incorporate the Owner’s required provisions and to make certain other changes to the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Current Section 1.1.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 1.1.5 The Client wishes the Project fast-tracked for completion in keeping with the following general schedule, which is subject to change pending finalizing the Project Master Plan, Scope of Work, and project weather conditions.

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Days</th>
<th>Total Days</th>
</tr>
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<tbody>
<tr>
<td>Projected Project Kickoff</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Topographic Survey &amp; Geotechnical Inspection</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>Finalize Project Master Plan</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Design Development Drawings (60%)</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>Land Disturbance Permit Review</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Construction Drawings (90%) for Permitting</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>City of Knoxville Permit Review</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Begin Sitework Construction</td>
<td>105</td>
<td></td>
</tr>
<tr>
<td>Installation of Park Improvements</td>
<td>203</td>
<td></td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Final Completion</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

Project Total Calendar Days 427*

*Less than sum of number in “Days” column as some work will be performed concurrently
2. Current Section 1.2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

§1.2.2 The persons or entities, in addition to the Client’s representative, who may be required to review the Consultant’s services and Instruments of Service are as follows:

Joel Asher, Maintenance Superintendent
Parks & Facility Maintenance, Playgrounds & Capital Projects
City of Knoxville Parks & Recreation Department
Lakeshore Park
5930 Lyons View Pike
Knoxville, Tennessee 37919

Rebecca Johnson, Zoning & Signs Inspector
Plans Review & Inspections
City of Knoxville
400 Main Street, Suite 475
Knoxville, Tennessee 37902

3. The following new Section 2.3.8 is hereby added to the Agreement:

§ 2.3.8 In addition to, but not in abrogation of any of, the insurance requirements and obligations of Consultant set forth in Sections 2.3.1 through Section 2.3.7 of this Agreement, when applicable and prior to the commencement of the Agreement, Consultant must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at a minimum the types and amounts of insurance set forth in Sections 2.3.8.1 through 2.3.8.5 for claims which may arise from or in connection with this Agreement. Consultant shall furnish the Owner with properly executed certificates of insurance which shall clearly evidence all insurance required by the Owner. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

§ 2.3.8.1 Consultant shall maintain commercial general liability insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000. Such insurance shall:

(a) Contain or be endorsed to contain a provision that includes the Owner, its officials, officers, employees, as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

4838-5328-7361.5
(b) For any claims related to this Project, Consultant’s insurance coverage shall be primary insurance with respect to the Owner, its officers, officials, officers, and employees. Any insurance or self-insurance programs covering the Owner, its officials, officers, employees, and volunteers shall be excess of Consultant’s insurance and shall not contribute with it.

§ 2.3.8.2 Consultant shall maintain automobile liability insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Owner, its officials, officers, employees, as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Consultant.

§ 2.3.8.3 Consultant shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $500,000. Consultant shall require each of its subcontractors to provide workers' compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Consultant's workers' compensation insurance coverage.

§ 2.3.8.4 Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this Agreement with limits of $2,000,000. If the coverage is written on a claims-made form:

(a) The “Retro Date” must be shown and must be before the Effective Date or the beginning of the Work under this Agreement.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Work and acceptance by the Owner.

(c) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Effective Date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the Work.

(d) A copy of the claims reporting requirements must be submitted to the Owner for review.

§ 2.3.8.5 In connection with the insurance requirements and obligations set forth above in this Section 2.3.8, Consultant shall:

(a) Prior to commencement of services, furnish the Owner with original certificates and amendatory endorsements effecting coverage required by this Section 2.3.8 and provide that such insurance shall not be cancelled, allowed to
expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

(b) Upon the Owner's request, provide copies of endorsements if requested by the Owner in lieu of or in addition to certificates of insurance. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

(c) Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

(d) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Owner as a material breach of contract.

(e) If Consultant cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Consultant may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the Owner’s Law Director.

(f) Require all subcontractors to maintain during the term of the Agreement commercial general liability insurance, business automobile liability insurance, and workers' compensation/employer's liability insurance (unless subcontractor's employees are covered by Consultant's insurance) in the same manner as specified for Consultant. Consultant shall furnish subcontractors' certificates of insurance to the Owner without expense immediately upon request.

(g) Any deductibles and/or self-insured retentions greater than $250,000 must be disclosed to and approved by the Owner prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the Owner.

(h) The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, and employees for losses arising from work performed by Consultant for the Client for the benefit of the Owner. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

(i) All general liability policies must be written on an occurrence basis, unless the Owner’s Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Owner. Retroactive dates and/or continuation dates must be provided to the Owner prior to commencement of any work performed. Professional liability and environmental liability (pollution coverage) are most commonly written on a claims made basis and are generally acceptable in that form.
4. The following new Section 2.11 is hereby added to the Agreement:

§ 2.11 With regard to the services performed under this Agreement, Consultant will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. (‘‘ADA’’). Consultant agrees that it will defend, indemnify and hold the Client and Owner harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by Consultant, its employees, agents or representatives that violates the ADA. Consultant agrees that neither the Client nor the Owner will be responsible for any costs or expenses arising from Consultant’s failure to comply with the ADA.

5. The following new Section 2.12 is hereby added to the Agreement:

§ 2.12 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client, including its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.12. This Section 2.12 shall survive termination of the Agreement.

6. The following new Section 2.13 is hereby added to the Agreement:

§ 2.13 Consultant shall defend, indemnify and hold harmless the Owner, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) to the extent arising out of, relating to, or resulting from the negligent or intentional acts, errors, or omissions of Consultant in performance of this Agreement or from Consultant’s failure to perform this Agreement using a due and reasonable standard of professional care and skill (‘‘Indemnified Claim’’), and except where such injury, damage, or loss was caused by the negligence of the Owner, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Consultant shall assume and take over the defense of the Owner in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the Owner. Consultant will have the right to defend the Owner with counsel of its choice that is satisfactory to the Owner, and the Owner will provide reasonable cooperation in the defense as Consultant may request. Consultant will not consent to the entry of any judgment or enter into any
settlement with respect to an Indemnified Claim without the prior written consent of the Owner, such consent not to be unreasonably withheld or delayed. The Owner shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

Consultant shall save, indemnify and hold Owner harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Owner with respect to any Indemnified Claim.

This Section 2.13 shall survive termination of the Agreement.

7. The following new Section 2.14 is hereby added to the Agreement:

§ 2.14 Upon completion of Consultant’s Scope of Work, the indemnification and save harmless in this Agreement are not intended to cover, and the Consultant is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; vandalism; inadequate surfacing that was not provided by or recommended by the Consultant, its subcontractors, or their affiliates; or intentional misconduct of anyone other than the Consultant, its subcontractors, or their affiliates.

It is the intent of any insurance provided by Consultant to protect the Consultant and any subcontractor performing work under the Agreement for:

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Consultant, Consultant’s subcontractors, or their affiliates pursuant to this Agreement;

(2) Claims arising from any act of negligence or willful misconduct by the Consultant or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker’s compensation for any employee or subcontractor of the Consultant;

This Section 2.14 clarifies and supersedes any other section of the Agreement concerning indemnification that could be interpreted otherwise.

8. Current Section 3.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 3.9 If necessary for the Project and after approval, in writing, by Client, Consultant shall obtain, at Client’s extra expense, services tests, inspections, and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Notwithstanding the
foregoing or anything else in this Agreement or otherwise to the contrary, however, Consultant shall pay for tests and inspections required by government agencies necessary for proper execution of the Work and Substantial Completion of the Project, including without limitation safety inspections and head drop tests or similar impact tests related to safety.

9. Current Section 5.1.3 of the Agreement is hereby amended to include the following additional sentence at the end of such Section:

Regardless of characterization, there shall be no waiver by either the Client or the Consultant of any consequential damages arising out of relating to the Agreement that are recoverable, available, or covered under any Project-related insurance policy.

10. Capitalized terms used herein, including in the preamble and recitals hereto, and not otherwise defined herein or capitalized herein for grammatical purposes or otherwise amended hereby shall have the meanings ascribed to such terms in the Agreement.

11. The Parties acknowledge and agree that this Amendment is an integral part of the Agreement. Notwithstanding any provision of the Agreement to the contrary, in the event of any conflict between this Amendment and the Agreement or any part of either of them, the terms of this Amendment shall control. Any reference to the “Agreement” contained herein or in the Agreement shall mean the Agreement, including as amended by this Amendment, and any other amendment or addendum to either the Agreement or this Amendment.

12. Except as specifically amended by this Amendment, the provisions of the Agreement shall remain in full force and effect.

13. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Portable document format (.pdf), electronic, and facsimile signatures hereon shall be deemed originals for all purposes.

[Signatures on Following Page(s)]
IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

TENNESSEE HEALTH FOUNDATION, INC. d/b/a BLUECROSS BLUESHIELD OF TENNESSEE HEALTH FOUNDATION

By:  
name: Ray D. Vaughan  
Title: Executive Director  
Date: September 16, 2020

PLAYCORE HOLDINGS, INC. d/b/a PLAYCORE WISCONSIN, INC. AND GAMETIME

King, Donald R, ORC3011 Digitally signed by King, Donald R, ORC3011004082 ID  
By: 004082 ID  
Date: 2020.09.15 11:24:36 -04'00'  
Name: Donald R. King  
Title: Director of Sales Administration  
Date: September 15, 2020
Exhibit D

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License"), entered into to be effective as of _____________, 2020 (the "Effective Date"), by and between the CITY OF KNOXVILLE, TENNESSEE, having an office at 400 Main St., Room 69, Knoxville, Tennessee 37902 ("Licensor") and PLAYCORE HOLDINGS, INC., d/b/a PlayCore Wisconsin, Inc. and GameTime, with an address of 544 Chestnut Street, Chattanooga, Tennessee 37402 ("Licensee").

WITNESS:

1. Licensed Property. Licensor, its successors and assigns including without limitation any successor owner of the Licensed Property, as hereinafter defined, grants to Licensee, its successors and assigns, a limited, non-exclusive license for construction trucks and other traffic associated with the construction activities conducted by or on behalf of Licensee on the property, and to cross over and store construction and other material on and within the property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Licensed Property").

2. Duration. The term of this License shall commence on the date hereof and shall continue for a period of twenty-four (24) months, unless earlier terminated by Licensee or Licensor or extended to facilitate completion of Licensee’s improvements to Licensed Property in compliance with that certain Design Build Project Agreement dated February 24, 2020 by and between Licensee and BlueCross BlueShield of Tennessee Foundation, as amended by that certain Amendment No. 1 to Design-Build Agreement dated _____________, 2020.

3. Restoration of Licensed Space. Upon termination, Licensee shall at Licensee’s expense remove the construction entrance, including removal of all debris, and grade the Licenses Property for proper drainage stabilization in the area.

4. Waiver. Licensor shall have no responsibility for the care or protection of Licensee or its invitees, nor shall Licensor be liable for any damage or injury of Licensee, contractors or their property or person, whether by fire, theft, vandalism, accident, or other peril of any kind whatsoever. Licensee waives any and all claims it, or any person claiming by, through, or under Licensee, might now or in the future have against Licensor on account of any such damage.

5. Quality of Work. In all work undertaken by Licensee, such work shall be completed in a prompt, good and workmanlike manner, free of all liens (including mechanic’s liens) and encumbrances.

6. Indemnification.

(a) Licensee shall defend, indemnify and hold harmless Licensor, its officers, employees and agents from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorney fees, and costs of claim processing, investigation, and litigation) to the extent arising out of, relating to, or resulting from the negligent or intentional acts, errors, or omissions of Licensee ("Indemnified Claim"), and except where such injury, damage, or loss was caused by the negligence of the Licensor, its agents or employees. The amount and type of insurance coverage requirements set forth in this License will in no way be construed as limiting the scope of the indemnity in this section.

(b) Licensee shall assume and take over the defense of the Licensor in any such claim, demand, suit, or cause of action involving an Indemnified Claim upon written notice and demand for same by the Licensor. Licensee will have the right to defend the Licensor with counsel of its
choice that is satisfactory to the Licensor, and the Licensor will provide reasonable cooperation in the defense as Licensee may request. Licensee will not consent to the entry of any judgment or enter into any settlement with respect to an Indemnified Claim without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed. The Licensor shall have the right to participate in the defense against an Indemnified Claim with counsel of its choice at its own expense.

(c) Licensee shall save, indemnify and hold Licensor harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Licensor with respect to any Indemnified Claim.

(d) This Section 6 shall survive termination of this License.

7. Insurance.

(a) Licensee shall maintain commercial general liability insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this License or be no less than $3,000,000. Such insurance shall:

(i) Contain or be endorsed to contain a provision that includes the Licensee, its officials, officers, employees, as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(ii) For any claims related to this License, Licensee's insurance coverage shall be primary insurance with respect to the Licensee, its officers, officials, officers, and employees. Any insurance or self-insurance programs covering the Licensor, its officials, officers, employees, and volunteers shall be excess of Licensee's insurance and shall not contribute with it.

(b) Licensee shall maintain automobile liability insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Licensor, its officials, officers, employees, as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Licensee.

(c) Licensee shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $500,000. Licensee shall require each of its subcontractors to provide workers’ compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Licensee’s workers’ compensation insurance coverage.

(d) Licensee shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this Agreement with limits of $2,000,000. If the coverage is written on a claims-made form:
(i) The “Retro Date” must be shown and must be before the Effective Date or the beginning of the work under this Agreement.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the work and acceptance by the Licensor.

(iii) If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the Effective Date, Licensee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

(iv) A copy of the claims reporting requirements must be submitted to the Licensor for review.

(e) In connection with the insurance requirements and obligations set forth above in this Section 7, Licensee shall:

(i) Prior to commencement of this License, furnish the Licensor with original certificates and amendatory endorsements effecting coverage required by this Section 7 and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

(ii) Upon the Licensee's request, provide copies of endorsements if requested by the Licensee in lieu of or in addition to certificates of insurance. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

(iii) Replace certificates, policies, and endorsements for any such insurance expiring prior to expiration of this License.

(iv) Maintain such insurance from the time this License commences until this License expires. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Licensor as a material breach of contract.

(v) If Licensee cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Licensee may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the Licensor's Law Director.

(vi) Any deductibles and/or self-insured retentions greater than $250,000 must be disclosed to and approved by the Licensor prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the Licensor.

(vii) The insurer shall agree to waive all rights of subrogation against the Licensor, its officers, officials, and employees for losses arising from work performed by Licensee. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

(viii) All general liability policies must be written on an occurrence basis, unless the Licensor's Risk Manager determines that a claims made basis is reasonable in the specific
circumstance. Use of policies written on a claims made basis must be approved by the Licensor. Retroactive dates and/or continuation dates must be provided to the Licensor prior to commencement of this License. Professional liability and environmental liability (pollution coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

8. **Assignment.** Licensor may assign this License at any time and from time to time to any subsequent owner of the Licensed Property.

9. **Non-waiver Provision.** The failure of Licensor to insist upon performance of any of the terms, conditions, and covenants hereof shall not be deemed to be a waiver of any rights or remedies that Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

10. **Condition of Licensed Property.** Licensee acknowledges that (i) Licensor has not made and does not hereby make any representations regarding the physical condition of the Licensed Property or the land or building in which they are located, and (ii) that there are no warranties, either express or implied, regarding the condition of the Licensed Property and/or the land or building in which they are located. Licensee expressly waives and releases any such warranties that may exist and hereby accepts the Licensed Property in its “as is” condition.

11. **No Leasehold.** The parties agree that the interest herein created is a license and that no leasehold or other tenancy is intended to be or shall be created by this License.

12. **Entire and Binding License.** This License contains all of the agreements between the parties hereto as to the subject matter hereof and it may not be modified in any manner other than by an agreement in writing signed by Licensor and Licensee and expressly referring to this License. Notwithstanding any prior agreements between Licensor, Licensee or any other party, whether written or oral, and notwithstanding any future agreement between Licensor and Licensee as to the Licensed Property, this License shall be the sole agreement relating to the subject matter of this License. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Licensor, Licensee, and their respective successor and permitted assigns.

13. **Authority.** The persons executing this License for Licensor and Licensee, respectively, warrant and represent to the other party that they are authorized to do so and that this License is valid and binding on their respective principals according to its terms.

14. **Choice of Law.** This License shall be governed by and construed in accordance with the laws of the State of Tennessee.

15. **Counterparts.** To facilitate execution, this License may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Signature Pages Follow(s)]
IN WITNESS WHEREOF, Licensor and Licensee have executed this License effective as of the Effective Date, each acknowledging receipt of an executed copy hereof

**LICENSEE:**

PLAYCORE HOLDINGS, INC., d/b/a PlayCore Wisconsin, Inc. and GameTime

By: ________________________________
Name: ______________________________
Title: ______________________________

**LICENSOR:**

CITY OF KNOXVILLE, TENNESSEE

By: ________________________________
Name: ______________________________
Title: ______________________________
AGENDA DATE: October 6, 2020
DEPARTMENT: Public Service
DIRECTOR: Chad Weth

AGENDA SUMMARY A Resolution authorizing the Mayor to execute an agreement with The Scale Works for the purchase and installation of a new scale at the Solid Waste Transfer Facility for a total contract price not to exceed $56,120.00.

COUNCIL DISTRICT(S) AFFECTED
All

BACKGROUND
The Solid Waste Transfer Facility located at 1033 Elm Street is a location that allows residents and commercial businesses to dispose of construction, demolition, and many other types of waste based on a price per ton (Currently $60/ton). The scale at this facility was last upgraded in 1999. Parts have become increasingly difficult to source and our maintenance contractor suggested in 2018 that 2-4 years was the maximum life remaining. This scale is a crucial component to the success of this facility. The City issued an invitation to bid to find a replacement scale.

OPTIONS
A. Approve the resolution
B. Deny the resolution

RECOMMENDATION
Approve the resolution authorizing the Mayor to execute a contract between the City of Knoxville and The Scale Works for the purchase and installation of a new scale at the Solid Waste Transfer Facility, which is located at 1033 Elm Street.

ESTIMATED PROJECT SCHEDULE
Following execution of the contract, work to commence during the fall/winter of 2020/2021.

PRIOR ACTION/REVIEW
N/A

FISCAL INFORMATION
Funds for this contract will be paid for using Public Service Departments Capitol
Improvement Project monies for the Solid Waste Transfer Facility. Total cost is not to exceed $56,120.00.

ATTACHMENTS:

- Resolution - The Scale Works - purchase and installation of new scale at SWTF (DOC)
- C-21-0061 The Scale Works - New scale at SWTF (DOCX)
- ITB # 71870 New Scale at The SWTF, 1033 Elm Street (PDF)
- Addendum 1 - New Scale at the SWTF (PDF)
- Addendum 2 - New Scale at the SWTF (PDF)
- Addendum 3 - New Scale at the SWTF (PDF)
- Addendum 4 - New Scale at the SWTF (PDF)
- The Scale Works Bid (PDF)

RESULT: APPOVED [UNANIMOUS]
MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION

WHEREAS, the City, by and through the Purchasing Agent for the City of Knoxville, extended an Invitation to Bid from all interested parties for competitive sealed bids for the removal of the existing scale and installation and calibration of a new scale, and scale indicator at the Solid Waste Transfer Facility located at 1033 Elm Street (“Services”); and

WHEREAS, the City has evaluated the competitive sealed bids and has determined that The Scale Works submitted the lowest responsive bid of FIFTY-SIX THOUSAND ONE HUNDRED TWENTY AND 00/100 ($56,120.00); and

WHEREAS, The Scale Works has the necessary skills and expertise to provide the Services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: That the Mayor is hereby authorized to execute an Agreement, in a form substantially like the document attached hereto, between the City and The Scale Works for the removal of the existing and installation and calibration of a new scale, and scale indicator at the Solid Waste Transfer Facility located at 1033 Elm Street for a total contract price of FIFTY-SIX THOUSAND ONE HUNDRED TWENTY AND 00/100 ($56,120.00).

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the City requiring it.

________________________________________
Presiding Officer of the Council

________________________________________
Recorder
 AGREEMENT

 THIS AGREEMENT is made by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee, 400 Main Avenue, P.O. Box 1631, Knoxville, Tennessee 37901 (“CITY”), and THE SCALE WORKS, 10020 Martel Road, Lenoir City, Tennessee 37772 (“CONTRACTOR”).

 WITNESSETH:

 WHEREAS, the City, by and through the Purchasing Agent for the City of Knoxville, extended an Invitation to Bid from all interested parties for competitive sealed bids for the removal of the existing scale and installation and calibration of a new scale, and scale indicator at the Solid Waste Transfer Facility (SWTF) located at 1033 Elm Street (“Services”); and

 WHEREAS, the City has evaluated the competitive bids and has determined that The Scale Works submitted the lowest, most responsive bid; and

 WHEREAS, The Scale Works has the necessary skills, expertise, equipment and personnel to provide such Services; and

 WHEREAS, the City wishes to execute an Agreement with The Scale Works for the removal of the existing and installation and calibration of a new scale, and scale indicator at the Solid Waste Transfer Facility located at 1033 Elm Street to be completed between the close of business on Saturday (12 p.m.) and the open of business on Monday (7 a.m.).

 NOW, THEREFORE, the City and the Contractor, for the mutual considerations stated herein, agree as follows:
ARTICLE 1.
BASIC AGREEMENTS

1.1 SCOPE OF SERVICES. The Contractor will furnish, in a satisfactory manner, all equipment, labor, materials, supplies, services and supervision in providing the Services in strict compliance with the Specifications which are attached hereto as Exhibit A, Invitation to Bid. The Contractor shall be responsible for performing all work in a professional and workmanlike matter, using quality equipment and tools.

1.2 CONTRACT DOCUMENTS. The executed Contract Documents will consist of the following:

(A) This Agreement;
(B) City’s Invitation to Bid including Addendum I-IV, attached hereto as Exhibit A; and
(C) Contractor’s Response, attached hereto as Exhibit B.

All exhibits attached hereto are incorporated herein by reference and made a part of this Agreement as if they were fully set out verbatim. To the extent there is a conflict between the terms of any of the documents which constitute this Agreement, the terms that provide the greater benefit to the City and/or impose the greater obligation on the Contractor shall control.

1.3 TERM. This Agreement will be effective upon its full execution by the appropriate officials shown on the signature page of this document. The parties acknowledge that the Contractor will begin providing Services pursuant to this Agreement on the close of business on Saturday (12 p.m.) and be completed by the open of business on the following Monday (7 a.m.) with a guarantee of completion no later than five (5) weeks.

1.4 CONTRACT PRICE. For the satisfactory performance of the Services ordered and rendered under this Agreement, the City will pay the Contractor a contract amount not to exceed FIFTY-SIX THOUSAND ONE HUNDRED TWENTY AND NO/100 DOLLARS ($56,120.00).

1.5 NOTICES. Invoices, communication and details concerning this Agreement will be directed to the following representatives:

City of Knoxville:                       Contractor:
Penny Owens                             The Scale Works
Purchasing Agent                       Tim Cole, President
P.O. Box 1631                           10020 Martel Road
Knoxville, TN 37901                     Lenoir City, TN 37772
(865) 215-2060                           (423) 782-8253
                                           rhardin@thescaleworks.com
ARTICLE 2. TERMINATION

The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminated this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Services had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Services following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Services.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
ARTICLE 3.
HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor’s failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

ARTICLE 4.
INSURANCE

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

1. Commercial General and Umbrella Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than $2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than $3,000,000.
Such insurance shall:

a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

b. For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

2. **Automobile Liability Insurance**: including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3. **Workers’ Compensation Insurance**. Contractor shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $500,000. Contractor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Contractor’s workers’ compensation insurance coverage.

4. **Other Insurance Requirements**. Contractor shall:
a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

b. Upon the City’s request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City’s Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.

c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

e. If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation/Employer’s Liability insurance (unless subcontractor’s employees are covered by Contractor’s insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors’ certificates of insurance to the City without expense immediately upon request.
Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

ARTICLE 5.
NON-DISCRIMINATION

The Contractor hereby agrees that it:

A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, familial status or national origin;

B. Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, disability or familial status or national origin;

C. Will in all solicitations or advertisements for employees placed by or on behalf of itself, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, familial status or national origin;

D. Will include these provisions in every subcontract or sublease let by or for it.
ARTICLE 6.
ETHICAL STANDARDS

The Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

(A)  Sec. 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefor, where to the employee's knowledge there is a financial interest possessed by:

(1) The employee or the employee's immediate family;
(2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
(3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

(B)  Sec. 2-1049. Receipt of Benefits from City Contracts by Councilmembers, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

(C)  Sec. 2-1050. Gratuities and Kickbacks Prohibited.

Gratuities. It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

(1) An official action taken, or to be taken, or which could be taken;
(2) A legal duty performed, or to be performed, or which could be performed; or
(3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

(D) Sec. 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars ($10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional violation unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

(E) Sec. 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

(1) Oral or written warnings or reprimands;

(2) Cancellation of transactions; and

(3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

ARTICLE 7.
MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. The Contractor shall perform all obligations under this Agreement as an independent contractor; neither it nor its employees shall be considered
employees, partners or agents of the City, nor shall it or its employees be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

7.2 **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

7.3 **SUBCONTRACTS TO THE AGREEMENT.** The Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

7.4 **WRITTEN AMENDMENTS.** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

7.5 **REQUIRED APPROVALS.** Neither the Contractor nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

7.6 **ARTICLE CAPTIONS.** The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

7.7 **SEVERABILITY.** If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

7.8 **FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Contractor is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

7.9 **NO BENEFIT FOR THIRD PARTIES.** The services to be performed by the Contractor pursuant to this agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on the Contractor’s performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Contractor’s services hereunder.

7.10 **NON-RELIANCE OF PARTIES.** Parties explicitly agree that they have **not** relied upon any earlier or outside representations other than what has been included in this Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
7.11 **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term “force majeure” as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

7.12 **EEO/AA.** The City of Knoxville is an EEO/AA/Title VI/Section 504/ ADA/ADEA Employer.

7.13 **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. Any action for breach of this Agreement or to enforce or nullify any provision of this agreement shall be instituted only in a court of appropriate jurisdiction in Knox County, Tennessee.

7.14 **ENTIRE AGREEMENT.** This Agreement forms the entire Agreement between the City and the Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, shall be of no force or effect.

**IN WITNESS WHEREOF,** the City and the Contractor have executed this Agreement in two (2) copies as of the below-written date.

**APPROVED AS TO FORM:**

____________________________

CHARLES W. SWANSON

LAW DIRECTOR

____________________________

BY: ________________

INDYA KINCANNON

MAYOR

____________________________

DATE: ___________________________
Funds Certified: THE SCALE WORKS

______________________________
BY: ___________________________

SUSAN A. GENNOE
FINANCE DIRECTOR

TITLE: __________________________

Required Documents:
Certificate of Insurance X

Documents to be Attached:
Exhibit A City’s Evaluated Invitation to Bid including Addenda I-IV
Exhibit B Contractor’s Response
CITY OF KNOXVILLE
INVITATION TO BID

New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
ITB #71870

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Street; Knoxville, Tennessee, until 11:00:00 a.m. (Eastern Time) on August 31, 2020 at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable for New Scale at the Solid Waste Transfer Facility, 1033 Elm Street

For those who would like to view the bid opening virtually, you may view it on Zoom through this link:

Join Zoom Meeting
https://us02web.zoom.us/j/82234380808?pwd=NDdDQmhHNkxkVk50a2R1NjIRWcks0Zz09

Meeting ID: 822 3438 0808
Passcode: 848694
One tap mobile
+19292056099,,82234380808#,,,,,0#,848694# US (New York)
+13017158592,,82234380808#,,,,,0#,848694# US (Germantown)

Dial by your location
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 822 3438 0808
Passcode: 848694
Find your local number: https://us02web.zoom.us/u/kd68M8P1Bf

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have a CE Electrical Contracting classification. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid.
SCOPE OF WORK:

The City of Knoxville seeks qualified bids for the removal of the existing and installation and calibration of a new scale, and scale indicator at the Solid Waste Transfer Facility (SWTF) located at 1033 Elm Street. The new scale must fit the existing foundation with no additional foundation modifications needed. Installation must be completed between the close of business on Saturday (12pm) and the open of business on Monday (7am). The scale and the scale indicator must be compatible with the City’s existing computer system currently using PDOX/tWeigh software. The scale and scale indicator must be calibrated after installation and prior to use. The SWTF serves approximately 325 vehicles per day and operates 6 days per week.

SPECIFICATIONS

- Scale and indicator must be legal for trade
- 200,000lb capacity
- Rated for 500 vehicles per day minimum
- 60 feet long x 10 feet wide
- All wiring and electrical components should be enclosed in outdoor rated housing and conduit to prevent weather or rodent damage
- 10 year warranty minimum
- Interface with existing computer systems and PDOX/tWeigh software
- Scale indicator should be able to send Gross weight out to the computer on a continuous basis, ideally ≈ 2x per second
  i. Typical Gross weight data string from scale indicator example (G999999 lb M<cr><lf}) where the G indicates Gross, followed by a 6-digit weight, then the lbs, M for motion, followed by a carriage return and/or line feed
  ii. Scale indicator should be able to connect to the computer using a RS232 serial connection. If this type of connection is not available on the computer, a serial-to-USB converter may be used.

Bid Price must be inclusive of the following:

- Permits and inspection fees
- Removal of existing scale, scale indicator and any unused hardware associated with the existing scale.
- Delivery, installation, and clean up thereafter of new scale and scale indicator.
- Connection to the existing computer systems
- Calibration of the scale and scale indicator

Bidders may contact Charlie Thomas at 865-865-215-6709 for appointments to view the facility if desired. Please note that per the Mayor’s Emergency Executive Order No. 19; face coverings or masks are required in all buildings and indoor spaces owned, managed operated, or leased by the City of Knoxville. Full text of the Emergency order can be found here.

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
There is no requirement to view the facility in order to bid. Any questions that arise from viewing the facility MUST be submitted in writing to jmckeehan@knoxvilletn.gov no later than the close of business on August 24, 2020. Questions will be answered via addendum.

BID SUBMISSION REQUIREMENTS
Bidders must furnish the following information in writing with their submission:

1. Outside of the Envelope Form
2. Bid Form showing bidder’s name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder’s current business license may be submitted in lieu of providing the license expiration date.
3. Warranty Information
4. Non-Collusion Affidavit
5. Iran Divestment Act Certification of Non-Inclusion
6. Diversity Business Enterprise (DBE) Program form
7. Drug-Free Workplace Affidavit

INSTRUCTIONS AND CONDITIONS

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building; 400 Main Street; Knoxville, Tennessee 37902 until August 31, 2020, at 11:00:00 a.m., at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

2. The City of Knoxville reserves the right to reject any or all bids, to accept or reject any items thereon, to waive technicalities or informalities, to split orders if in the best interest of the City, to evaluate bids by various criteria, and to accept any bid which, in its opinion, may be for the best interest of the City.

3. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The Bidder will be required to execute and submit this affidavit with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative
concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

5. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
   - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
   - The City of Knoxville shall not be liable for any commercial carrier’s decision regarding deliveries during inclement weather.

6. Each bid delivered via paper must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope must bear the completed Outside of the Envelope Form which is included as an additional document on the online request for proposals.

7. Electronic submissions shall be submitted online through the City’s Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** If submitting electronically, a paper bid is not required. Each electronic submission must include the completed Outside of the Envelope Form which is included as an additional document on the online request for proposals.

8. All proposers/bidders must register as a vendor in order to submit an electronic file.

   **Step One:** Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the “Vendor Registration” tab; then “Click here to register as a City of Knoxville Vendor” Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

   **DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR.** The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

   **Step Two:** Submit all materials electronically as one (1) file to City’s Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on August 31, 2020. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click “ITB #71870- New Scale at the Solid Waste Transfer Facility, 1033 Elm Street” Click “Submit Bid” (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm’s name followed by the title of the project. Example: “Dave’s Electrical Service.pdf Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents.
9. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.

10. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.

11. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville’s online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing.

12. **Bid submissions from un-registered bidders may be rejected.**

13. Payment for completed services delivered to and accepted by the City shall be at the contract price.

14. State make or brand on each item. If quoting on other than the make, model, or brand specified, the manufacturer's name and catalog number must be given, along with warranty information and detailed specifications. Because the City is committed to environmentally sound practices, brands are expected to be procured with environmental responsibility in mind.

15. Time of delivery is part of the consideration and must be stated in definite terms; time of delivery is guaranteed by the bidder and must be adhered to upon award. If time varies on different items, the bidder shall so state.

16. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

17. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened. Bids will be evaluated by unit price.

18. Prices are considered FOB Knoxville unless otherwise stated in the Invitation to Bid.

19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

20. Bidders must comply with the President's Executive Orders No.11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and

21. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

22. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to James McKeelhan, Assistant Purchasing Agent for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to jmckeelhan@knoxvilletn.gov. To be given consideration, such requests/questions must be received at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

23. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.

24. In compliance with Tennessee state law, bids must be accompanied by a certification attesting that, to the best of the bidder’s knowledge, the bidder does not engage in investment activities in Iran. The Iran Divestment Act of 2014 Certification of Non-inclusion form may be found in this solicitation document.

25. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

26. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these
two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.

27. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.

28. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

29. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

30. Before a contract will be signed by the City, the submitting entity, if selected, must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor’s business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.

31. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

A. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars ($2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars ($3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.
including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

B. Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than $1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific...
coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.

- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.

- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

32. By acceptance and delivery of the Purchase Order resulting from the award of this Invitation to Bid, the Vendor agrees to the following:

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and
skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.
CITY OF KNOXVILLE

BID FORM

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled “ITB #71870 - New Scale at the Solid Waste Transfer Facility” to open on August 31, 2020, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

BID: Total charge (includes shipping):__________

GUARANTEE of completion no later than (Bidder must initial) :__________

Firm Name: ________________________________

Official Address: _______________________________

DUNS #: ________________________________

Business License Expiration Date: ________________

__________________________________________
(By)

__________________________________________
(Name Typed)

__________________________________________
(Title)

Date _____________________________

Email _____________________________

Phone _____________________________

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _________________________

County of _______________________

______________________________, being first duly sworn, deposes and says that:

(1) He is owner, partner, officer, representative, or agent of ____________________, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bid 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and

(5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: ______________________________

Title: ______________________________

Subscribed and sworn to before me this ____ day of _______, 2_____.

My commission expires: ______________________________

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
IRAN DIVESTMENT ACT
Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:


By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

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<th>Vendor Name (Printed)</th>
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<tr>
<th>By (Authorized Signature)</th>
<th>Date Executed</th>
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Printed Name and Title of Person Signing

NOTARY PUBLIC:

Subscribed and sworn to before me this ______ day of __________________, 2______.

My commission expires:__________________________
The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville’s Fiscal Year 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does strongly encourage prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE’s as subcontractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE’s) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- African American, persons having origins in any of the Black racial groups of Africa;
- Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- Native American, persons who have origin in any of the original peoples of North America;
- Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars ($10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.
Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We_______________________________________________________ do certify that on the
(Bidder/Proposer Company Name)

___________________________________________________________________________
(Project Name)

$____________________________________
(Amount of Bid)

Please select one:

☐ Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional
service(s). The estimated dollar value of the amount that we plan to pay is:

$_____________________________________.
Estimated Amount of Subcontracted Service

<table>
<thead>
<tr>
<th>Description of Work/Project</th>
<th>Amount</th>
<th>Diverse Classification (MOB, WOB, SB, SDOV)</th>
<th>Name of Diverse Business</th>
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☐ Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work
will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE:____________________ COMPANY NAME:_____________________________

SUBMITTED BY: ______________________________ TITLE:_____________________
(Authorized Representative)

ADDRESS:_____________________________________________________

CITY/STATE/ZIP CODE: ______________________________

TELEPHONE NO: ______________________________

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
DRUG-FREE WORKPLACE AFFIDAVIT

State of ________________________________

County of ________________________________

____________________________, being duly sworn, deposes, and says that:

(1) He/She is a principal officer of ____________________, the firm that has submitted the attached Proposal, his or her title being ____________________________ of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

____________________________
(Signed)

____________________________
(Title)

Subscribed and sworn to before me this _____ day of ____________, ______.

Title____________________________

My Commission expires __________________________
ADDENDUM NO. I

DATE: August 10, 2020

TO: All Potential Proposers

FROM: James McKeenan, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. I to ITB # 71870 New Scale at the SWTF, 1033 Elm Street

PROPOSALS TO BE OPENED: August 31, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Items for Clarification:

The requirement for contractors bidding on the new scale for the SWTF to have a CE Electrical Contracting classification has been removed from the requirements of this solicitation.

END OF ADDENDUM I
ADDENDUM NO. II

DATE: August 26, 2020

TO: All Potential Proposers

FROM: James McKeenan, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. I to ITB # 71870 New Scale at the SWTF, 1033 Elm Street

PROPOSALS TO BE OPENED: August 31, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Items for Clarification:

1. Since no foundation, concrete, or building work will be required (per the bid spec.) is a permit required for this work?

   The contractor will need to submit plans for the review process and obtain the appropriate permits from the Plans Review and Inspections Department. The Building Permit Application can be found at: https://knoxvilletn.gov/government/city_departments_offices/plans_review_inspections/forms_permits_licenses_applications
   Completed applications should be submitted to bldginspections@knoxvilletn.gov

2. Are we responsible for scrapping the existing scale or will the city take the scale?

   The contractor will be responsible for the removal and disposal of the existing scale.

END OF ADDENDUM NO. II
ADDENDUM NO. III

DATE: August 28, 2020

TO: All Potential Proposers

FROM: James McKeehan, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. III to ITB # 71870 New Scale at the SWTF, 1033 Elm Street

PROPOSALS TO BE OPENED: September 8, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Items for Clarification:

The Deadline for submissions has been extended to September 8th 2020 at 11:00 AM (Eastern Time)

END OF ADDENDUM NO. III
ADDENDUM NO. VI

DATE: August 31, 2020

TO: All Potential Proposers

FROM: James McKeehan, Assistant Purchasing Agent, City of Knoxville

SUBJECT: Addendum No. VI to ITB # 71870 New Scale at the SWTF, 1033 Elm Street

PROPOSALS TO BE OPENED: September 8, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

Items for Clarification:

1. Will the TN Scale License satisfy the licensing requirement for this project? See attached a license for one of our service members. All service technicians performing work on site will have this license with the State of TN.

   The contractor with a specialty classification, such as S-Scale Weigh Systems, would be acceptable. In addition, a contractor with a commercial (BC or BC-B) could bid.

END OF ADDENDUM NO. VI
CITY OF KNOXVILLE

BID FORM

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled "ITB #71870 - New Scale at the Solid Waste Transfer Facility" to open on August 31, 2020, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

BID: Total charge (includes shipping): $56,120.00

GUARANTEE of completion no later than (Bidder must initial): 5 weeks

Firm Name: THE SCALE WORKS

Official Address: 1002 MARTIN RD
LENOIR CITY, TN

DUNS #: 130273063

Business License Expiration Date: APR 2021

(By) Tim Cole
(Name Typed)
(Title)

Date 8/31/2020

Email rhardin@thescaleworks.com

Phone 423-782-8253

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We THE SCALE WORKS do certify that on the
(Bidder/Proposer Company Name)

NEW SCALE AT SWT
(Project Name)

$ 54,120.00
(Amount of Bid)

Please select one:

☐ Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is:

$ NO SUBCONTRACT

Estimated Amount of Subcontracted Service

<table>
<thead>
<tr>
<th>Diversity Business Enterprise Utilization</th>
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<tbody>
<tr>
<td>Description of Work/Project</td>
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<tr>
<td>N/A</td>
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<td>N/A</td>
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<tr>
<td>N/A</td>
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</table>

☐ Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100% of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: 08/31/20
 COMPANY NAME: THE SCALE WORKS

SUBMITTED BY: RANDALL HARDIN TITLE: SALES
(Authorized Representative)

ADDRESS: 10020 MARTEL RD

CITY/STATE/ZIP CODE: LENDIR CITY TX 77712

TELEPHONE NO: 832-726-0161

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _______________

County of ____________________

__________________________, being first duly sworn, deposes and says that:

(1) He is owner, partner, officer, representative, or agent of THE SCALE WORKS the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bid 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and

(5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: [Signature]

Title: _____________________________

[Stamp: Notary Public]

Subscribed and sworn to before me this 31st day of August, 2020.

My commission expires: 4/12/2023

Kathy E. Finger

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
IRAN DIVESTMNT ACT
Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/list-of-perssons-pursuant-to-tenn-code-ann-12-12-106-iran-divestment-act-updated-7-7-17.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

<table>
<thead>
<tr>
<th>Vendor Name (Printed)</th>
<th>Address</th>
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<tbody>
<tr>
<td>THE SCALE WORKS</td>
<td>10020 MARTELL RD</td>
</tr>
<tr>
<td></td>
<td>LENNIE CITY TN 37772</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Date Executed

08/31/20

Printed Name and Title of Person Signing

Tim Cole

NOTARY PUBLIC:

Subscribed and sworn to before me this 31st day of December, 2020.

My commission expires: 4/12/2023

Kathy E. Finger

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
DRUG-FREE WORKPLACE AFFIDAVIT

State of T

County of LOUDON

Tim Cole, being duly sworn, deposes, and says that:

(1) He/She is a principal officer of THE SCALE WORKS, the firm that has submitted the attached Proposal, his or her title being PRESIDENT of the firm; and

(2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and

(3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

(Signed)

(PRESIDENT)

(Title)

Subscribed and sworn to before me this 31st day of August, 2020.

Title Kathy E. Finger

My Commission expires 4/12/2023

KATHY E. FINGER

STATE OF TENNESSEE

NOTARY PUBLIC

COUNTY OF LOUDON

ITB - New Scale at the Solid Waste Transfer Facility, 1033 Elm Street
Knoxville Tennessee Solid Waste
Bid for truck scale purchase and installation
August 31, 2020
Proposal # 083120

AVERY WEIGH-TRONIX STEEL DECK TRUCK SCALE

I appreciate this opportunity to offer our truck scale proposal for the purchase and installation of a new 60’ x 10’ steel deck truck scale for the Knoxville Tennessee facility.

The Avery Weigh-Tronix BMS HD truck scale is designed so that alternative brands of digital indicators can be substituted for the original equipment. Different Industrial scale companies can trouble shoot and repair this scale if needed. You are not locked into using one company for all calibrations or repairs as you are with other manufacturers of truck scales. We think it is important for you to have choices of whom you want to do business with once the scales are installed.
Weigh-Tronix BMS HD6010-100T Steel Deck Truck Scale

Physical Size: 60' x 10'
Capacity: 200,000 pounds reading by 20 pounds
Weight sensors: Eight (8) sensors 75,000 pounds capacity each
Dual Tandem Axle: 90,000 pounds
Concentrated Load: 90,000 pounds
Certified: NTEP, # 97-040 Legal for Trade
Shipping Wt.: 28,065 pounds

The BridgeMont truck scale is completely manufactured in the United States by Avery Weigh-Tronix and does not include parts made outside our country. It comes to the jobsite fully assembled, pre-calibrated with all wiring in dedicated conduit. The scale is installed within two days.

The Weigh-Tronix BridgeMont Truck Scale is the heaviest scale in its class. The amount of structural steel used in the scale's construction is what gives the weighbridge (deck) its rigidity and minimizes deck deflection...and deck deflection directly affects the scales durability and longevity.

SUPERIOR DESIGN CHARACTERISTICS

The single most important consideration in the purchase of any truck scale is the structural integrity of the scale weighbridge. While many weighbridges may appear to be similar in design, some very critical differences do exist between different manufacturers. A truck scale is essentially a bridge, and this bridge must be designed to withstand a multitude of axle configurations, dynamic loading conditions, and concentrated loads at mid-span.

BRIDGEMONT STEEL DECK

The Bridgemont Steel deck truck scale by Avery Weigh-Tronix utilizes wide flange steel I-beams instead of bent steel as other manufacturers do. Steel components are designed to bend when loaded and return to their original shape. If steel components are improperly sized or shaped and are loaded beyond their original design characteristics, fatigue will occur, affecting the accuracy, performance, and life of the scale. The Bridgemont uses a true sandwich structure design, using both a top and bottom plate. The checkered steel top plate and bottom plate is welded to 10 ten-inch I beams placed longitudinally to support traffic from anyplace on the scale platform. The base of the deck consists of heavy gauge steel plates continuously welded to the bottom I-beam flanges. These plates become the main stress carrying members of the structure, insuring minimal deflection of components. No matter where the truck is placed on the scale, they are fully supported by the dual deck plate and I-beam components.
All Weighbridge steel components are sand blasted to SPC standards and cleaned to remove grease and oil contaminates, prior to application of a 2-3 mil application of a two-part epoxy primer, and final coat of alkyd enamel top finish.

**WEIGHBRIDGE COMPONENTS**

A. (10) Longitudinal 10" WF-14# Beams  
B. Rugged 3/16 inch checkered steel top deck  
C. 3/16" Bottom Plate  
D. Structural steel end-plate sections  
E. Welded seam around entire perimeter  
F. Each module is totally enclosed and self contained

**WEIGH-TRONIX WEIGH BAR WEIGHT SENSORS**

Virtually the heart of all Weigh-Tronix scale systems is our precision-engineered Weigh-Bar sensors. Weigh-Bars are gauged differentially to prevent problems with side loading, end loading and torque loading. All Weigh-Bars are manufactured from high quality aircraft alloy steel bar stock and weigh 47 to 60 pounds each. Each Weigh-Bar is heat-treated, quenched, and tempered providing superior protection from corrosion and oxidation. This product design provides better repeatability and minimizes hysteresis (or weight creep), which is prevalent with other materials such as stainless steel. Many competitive canister or shear beam type load cells cannot handle dynamic loading conditions frequently experienced on most truck scale applications. These types of sensors were designed to be loaded precisely vertical, and do not handle side load forces efficiently.

On a recent study of over 250 truck scales over three (3) years, the Avery Weigh-Tronix weigh bar had a 0.31% failure rate versus a 3-5% average failure rate of other load cells, analog and digital.

Weigh-bars are totally self-contained, and come complete with mounting stands, easi-post suspension, and 33' signal cable to junction box.

**WEIGH BAR SPECIFICATIONS**

Weigh-Bars are mounted with the weighbridge perpendicular to the traffic flow. The suspension will be hardened single link to allow free-floating platform. Weigh-Bars are analog type with the A to D conversion in the digital indicator. This indicator is located inside the office building where it is protected from the environment, rodents and the everyday abuse of trucks being weighed. These weigh bars are large pieces of steel with a weight of 47 pounds or more. They are not placed directly on the ground which will extend the life of the cell and decrease the amount of downtime due to environmental effects. While this scale does have junction boxes, we have seen no problems with them. They were redesigned years ago and we now use these same junction boxes in all types of scale that need to be outside.
in the elements. Even the competitive truck scales we carry in our line of equipment. They are just that good right now.

All Weigh-bars are 75,000 # capacity with a 200% overload capability.

All access to the Weigh-Bars will be from the top of the scale through steel access panel secured by stainless steel bolts.

The strain gauges and wire connections are potted using a urethane material to prevent moisture, conductive dust, and corrosive material from entering the gauge area. This potting material also protects the sensitive gauges from physical damage.

Stainless steel sheathed interface cable

Surge voltage and lightning protection are standard for all Weigh-Bars.

**INSTRUMENTATION**

The instrumentation for this truck scale will be an Avery Weigh-Tronix Model ZM405 indicator. Programmed to work with your existing software. We have several ZM405 indicators working with PDOX across the State.

The ZM405 indicator is a wash down ready programmable controller designed to be installed where the environment will be wet, hot, sunny, dry and so on. Because it is programmable, its process can be changed anytime your requirements change. Should you want this process to be different, then we change the program in the ZM405 and you do not have to purchase a different controller. This reduces your outlay of money over time.

**FOUNDATION SPECIFICATIONS**

There will be no additional work on the foundation. This is a remove and replace project.

**INSTALLATION**

The Scale Works will install the truck scale on the prepared foundation, interface with peripheral equipment, calibrate the scale with certified test weights and do all the paperwork for certification of scale in the State of Tennessee.
Design of the Avery weighbridge. No matter where the truck drives onto the scale, it will always be on top of an I Beam. These I Beams are welded top and bottom to steel plates for an enclosed weighbridge with the strength and durability designed for 350 trucks a day for 25 years.

WARRANTY
Ten (10) year bumper to bumper, parts, labor and travel included. Includes water, electrical surges and lightning. Two times a year service agreement required for warranty to be in effect.

Pricing:

New Scale Purchase $53,320.00

One -- Weigh-Tronix BMSHD6010-100T Steel Deck Truck Scale
Includes:
One BMSHD 6010-100T truck scale
One ZM405 digital indicator
Scale removal and transport off site, installation, labor and materials
Communications programming
Scale Calibration and certification
Operation and basic maintenance

Freight from factory to jobsite $2,800.00
Actual freight is used and not upcharged
TERMS AND CONDITIONS:

- Permits are included
- Delivery: 3-5 weeks from receipt of order
- Any changes in scope of operation may result in additional costs. Should this occur, all parties will sit down and discuss any and all additions before any additional work is done.

The Scale Works, Inc. will provide the following installation:

- Remove existing truck scale and transport off your property
- Install new truck scale and peripheral equipment
- Install new electronics
- Complete calibration and certification of truck scale
- Operator training in operation and basic maintenance of truck scale system
- All work to be done starting at noon on a Saturday with completion Sunday afternoon

Customer's Responsibilities:

- IT Dept. access for communication protocol and formatting, if required
- Access to scale site for pre-installation inspection

The Scale Works thanks you for this opportunity to recommend our truck scale products to you and your company. With our history of high performance and low maintenance on the Avery truck scale, we feel very confident this scale will perform for many years. This is the same truck scale that we install in Vulcan, Bluwater Materials and Rogers Group. All quarries with super heavy usage up to and including 650 trucks a day. If these scales were not of the highest quality, these companies would not buy and use the product. I can be available for further discussion at your convenience. Should you want to contact the factory for additional information, I can set that up also.

Thanks again,

Randall Hardin

Randall Hardin
rhardin@thescaleworks.com

THE SCALE WORKS
The only Weigh to go.
AGENDA SUMMARY

An Ordinance to amend the Knoxville City Code, Chapter 12, to clarify flooding regulations and remove certain unnecessary language.

COUNCIL DISTRICT(S) AFFECTED

All Districts

BACKGROUND

In order to maintain participation in the National Flood Insurance Program, the City of Knoxville is required to maintain a Flood Damage Prevention and Control (FDPC) Ordinance. From time to time, certain revisions are recommended by FEMA and TEMA auditors of our Program. This revision will clarify existing practices, update certain references to be consistent with newer FEMA terminology, improve diction, and revise a provision that tracks improvements and damages to buildings within the Special Flood Hazard Area and/or shaded X zones, to a five-year window of time. These revisions will align the City’s FDPC Ordinance with FEMA and State guidelines and will encourage long term investment in the rehabilitation of structures in these zones.

OPTIONS

Approve or deny the Ordinance revisions

RECOMMENDATION

Approve the revisions to the Ordinance

ESTIMATED PROJECT SCHEDULE

Once approved, the Ordinance will be implemented immediately.

PRIOR ACTION/REVIEW

None

FISCAL INFORMATION

None

AIS Prepared by: David McGinley, Stormwater Division, 215-2148

Updated: 9/22/2020 4:34 PM
Respectfully submitted:

Harold Cannon, PE
Engineering Director

ATTACHMENTS:

- Ordinance for Chapter 12  (DOC)
- Flood Ordinance Redline  (DOCX)

RESULT:  APPROVED ON FIRST READING [UNANIMOUS] Next: 10/20/2020 6:00 PM
MOVER:  Lauren Rider, Fourth District
SECONDER:  Tommy Smith, First District
AYES:  Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE TO AMEND THE KNOXVILLE CITY CODE, CHAPTER 12, TO CLARIFY FLOODING REGULATIONS AND REMOVE CERTAIN UNNECESSARY LANGUAGE.

ORDINANCE NO: __________________
REQUESTED BY: Engineering
PREPARED BY: Law

APPROVED ON 1ST READING: _________________________
APPROVED ON 2ND READING: _________________________
APPROVED AS AN EMERGENCY MEASURE: _________________________

MINUTE BOOK: _______ PAGE ______

WHEREAS, Chapter 12 of the Knoxville City Code of Ordinances sets forth regulatory standards for flood prevention and flood damage mitigation within the City; and

WHEREAS, these regulatory standards are an important element of the City’s participation in the Federal Emergency Management Agency (FEMA) Federal Flood Insurance Program Community Rating System for flood insurance participation; and
WHEREAS, from time to time, the Community Rating System conducts an evaluation and review for the purpose of ranking local communities and thereby establishing flood insurance rates for property owners; and

WHEREAS, the City of Knoxville Department of Engineering recommends the implementation of the improvements and clarifications to Chapter 12 identified during a recent review of the City of Knoxville’s program; and

WHEREAS, the City desires to modify the existing City Code Chapter 12, Articles I and III to incorporate these recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: City Code Chapter 12, Article I Section 12-3.1 of the Code of Ordinances, entitled “Definitions” is hereby amended by the following actions:

A. Deleting the definition for Accessory Structure in its entirety and substituting in lieu the following:

Accessory structure shall represent a subordinate structure to the principal structure on the same lot and, for the purpose of this section, shall conform to the following:

(1) Accessory structures shall only be used for parking of vehicles and/or storage.

(2) Accessory structures shall be designed to have low flood damage potential.

(3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
(4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement which otherwise may result in damage to other structures.

(5) Utilities and service facilities such as electrical and heating equipment shall be elevated to one (1) foot above the Base Flood Elevation or otherwise protected from intrusion of flood waters.

B. Deleting the definition for *Area of Special Flood-Related Erosion Hazard* in its entirety.

C. Deleting the definition for *Area of Special Flood Hazard* in its entirety.

D. Deleting the definition for *Flood Elevation Determination* in its entirety and substituting in lieu the following:

   *Flood elevation determination* means a determination by the Federal Emergency Management Agency or the City’s Floodplain Manager, of the water surface elevations of the base flood, which is the flood level that has a two-tenths of one percent or greater chance of occurrence in any given year.

E. Deleting the definition for *Flood hazard boundary map* in its entirety.

F. Deleting the definition for *Floodway* in its entirety and substituting in lieu the following:

   *Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the one (1) percent annual chance flood without cumulatively increasing the water surface elevation more than the designated height.

G. Deleting the definition for *Mean Sea Level* in its entirety and substituting in lieu the following:

   *Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this chapter, the term is synonymous with, the North American Vertical Datum (NAVD) of 1988, or other
datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

H. Deleting the definition for National Geodetic Vertical Datum in its entirety and substituting in lieu the following:


I. By adding the following definition for Special Flood Hazard Area:

*Special flood hazard area* means the floodplain within a community subject to a one percent or greater chance of flooding in a given year. The area may be designated as zone A on the FIRM. Zone A is usually refined into zones A, AO, AH, A1-30, AE or A99.

SECTION 2: The title only for City Code Chapter 12, Article I Section 12-5 of the Code of Ordinances, is hereby deleted and replaced with the following:

Sec. 12-5. Basis for establishing the special flood hazard areas and shaded X zones.

SECTION 3: City Code Chapter 12, Article III of the Code of Ordinances, entitled “Provisions for Flood Hazard Reduction” is hereby amended by the following actions:

A. Section 12-51 General Standards, is deleted in its entirety and replaced with the following:

Sec. 12-51. General standards.

In all special flood hazard areas and shaded x zones, the following provisions are required:
1. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

2. Manufactured homes must be installed using methods and practices that minimize flood damage. They shall be elevated and anchored to prevent flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

3. New construction and substantial improvements to existing buildings shall be constructed with materials and utility equipment resistant to flood damage.

4. New construction or substantial improvements to existing buildings shall be constructed by methods and practices that minimize flood damage.

5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

6. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.

8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

9. Any alteration, repair, reconstruction or improvements to a building which is in compliance with the provisions of this chapter shall meet the requirements of "new construction" as contained in this chapter.

10. Any alteration, repair, reconstruction or improvements to a building which is not in compliance with the provisions of this
chapter shall be undertaken only if said nonconformity is not extended or replaced.

(11) All new construction and substantial improvement proposals shall provide copies of all necessary federal and state permits, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

(12) All subdivision proposals and other proposed new development proposals shall meet the standards of section 12-52.

(13) When proposed new construction or substantial improvements are partially located in a special flood hazard area or shaded flood zone, the entire structure shall meet the standards for new construction.

(14) When proposed new construction or substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

B. Section 12-52 Specific Standards, is deleted in its entirety and replaced with the following:

Sec. 12-52. Specific standards.

In all special flood hazard areas, the following provisions, in addition to those set forth in section 12-5, are required:

(1) Residential construction. In AE and shaded flood zones where base flood elevation data is available, new construction or substantial improvement of any residential building (or manufactured home) shall have all utilities [including electrical (utility meters not included), heating, ductwork, ventilating, plumbing, and air conditioning equipment] and the lowest floor, including basement, elevated to no lower than one (1) foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls and to ensure the unimpeded movement of
floodwaters shall be provided in accordance with standards of article III, section 12-52(3).

Within approximate A zones, where baseflood elevations have not been established and where alternative data is not available, the engineering department shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in section 12-3.1 of this chapter). All applicable data including elevations or flood proofing certifications shall be recorded as set forth in article II, section 12-32. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of the section herein entitled "Enclosures."

(2) Nonresidential construction. In AE and shaded x zones, new construction and / or substantial improvement of any commercial, industrial, or nonresidential building, when base flood elevation data is available, shall have all utilities (including electrical (utility meters not included), heating, ductwork, ventilating, plumbing, and air conditioning equipment) and the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of the section herein entitled "Enclosures."

Within approximate A zones, where baseflood elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building shall have the lowest floor of a building, including the basement, to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (lowest floor and highest adjacent grade being defined in section 12-3.1 of this chapter). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of the section herein entitled "Enclosures."
Non-residential buildings located in all A and shaded x zones may be floodproofed in lieu of being elevated, provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the engineering department as set forth in article II, section 12-32(2).

(3) **Enclosures.** All new construction or substantial improvements to existing buildings that include any fully enclosed areas formed by foundation and other exterior walls below the lowest floor that is subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a Tennessee-registered professional engineer or architect, to meet or exceed the following minimum criteria:

1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. The bottom of all openings shall be no higher than one foot above the finished grade; and,

3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.

c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms in such a way as to impede the movement of floodwaters and all such...
partitions shall comply with the provisions of article III, section 12-52 of this chapter.

(4) Standards for manufactured homes and recreational vehicles.

a. All manufactured homes placed, or substantially improved, on:

1. Individual lots or parcels;
2. In expansions to existing manufactured home parks or subdivisions; or
3. In new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction, including elevations and anchoring.

b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:

1. In AE and shaded x zones with base flood elevations, the lowest floor of the manufactured home is elevated on a permanent foundation no lower than one (1) foot above the level of the base flood elevation; or
2. In approximate A zones without base flood elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of equivalent or greater strength) at least three (3) feet in height above the highest adjacent grade.

c. Any manufactured home which has incurred "substantial damage" as the result of a flood, or that has substantially improved must meet the standards of article III, section 12-52(4) b 1 and 2 of this chapter.

d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
e. All recreational vehicles in an area of special flood hazard must either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days;

2. Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached structures or additions); or

3. The recreational vehicle must meet all the requirements for new construction, including anchoring and elevation requirements of article V, section 12-52(4)(a) or section 12-52(4)(b) i and ii above.

(5) Standards for subdivisions and other proposed new development proposals. Subdivisions and other proposed new development, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

a. All subdivisions and other proposed new development proposals shall be consistent with the need to minimize flood damage.

b. All subdivisions and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

c. All subdivisions and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.

d. In all approximate A zones, base flood elevation data shall be provided by the project engineer for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which are greater than fifty (50) lots or five (5) acres in area.
C. Section 12-53 is deleted in its entirety and replaced with the following:

Sec. 12-53. Standards for special flood hazard areas, zones AE with established base flood elevation but without floodways designated.

Located within the special flood hazard areas established in article III section 12-5, where streams exist with base flood data but where no floodways have been designated (zones AE), the following provisions apply:

1. No encroachments, including fill material, new construction or substantial improvements shall be located within special flood hazard areas, unless certification by a Tennessee-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

2. New construction or substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions in article III, section 12-52.

D. Section 12-54 is deleted in its entirety and replaced with the following:

Sec. 12-54. Standards for areas of shallow flooding (AO and AH zones).

Located within the special flood hazard areas established in article I, section 12-5 may be areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. Therefore, the following provisions apply:

1. All new construction and substantial improvements of non-residential and residential buildings shall have the lowest floor, including basement, elevated to at least one (1) foot above as many feet as the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no flood
depth number is specified on the FIRM, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with standards of article III, section 12-52, and "enclosures."

(2) All new construction and substantial improvements of non-residential buildings may be flood-proofed in lieu of elevation. The structure together with attendant utility and sanitary facilities must be flood proofed and designed watertight to be completely flood-proofed to at least one (1) foot above the flood depth number specified on the FIRM, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If no depth number is specified, on the FIRM, the structure shall be flood proofed to at least three (3) feet above the highest adjacent grade. A Tennessee-registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this ordinance and shall provide such certification to the engineering department as set forth above and as required in article II, section 12-32.

(3) Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.

E. Section 12-55 is deleted in its entirety and reserved for future use.

F. Section 12-56 is deleted in its entirety and replaced with the following:

Sec. 12-56. Standards for special flood hazard areas with established base flood elevations and with floodways designated. Located within the special flood hazard areas established in article I, section 12-5 are areas designated as floodways. A floodway may be extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of base flood without increased flood heights and velocities. Therefore, the following provisions apply:

(1) Encroachments, including fill material, new construction, substantial improvements or other developments are prohibited
Development may be permitted within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practiced that the cumulative effect of the proposed encroachments or new development, when combined with all other existing and anticipated development, shall not result in any increase the water surface elevation of the base flood level, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. A Tennessee-registered professional engineer must provide supporting technical data and certification thereof, using the same methodologies as in the effective flood insurance study for the city and certification thereof.

(2) New construction or substantial improvements of buildings shall comply with all applicable flood hazard reduction provisions of article III.

G. Section 12-57 is deleted in its entirety and replaced with the following:

Sec. 12-57. Standards for streams without established base flood elevations and floodways (A zones).
In areas located within the special flood hazard areas established in article I, where streams exist, but no base flood data has been provided and where a floodway has not been delineated, the following shall apply:

(1) The engineering department shall obtain, review and reasonably utilize any base flood elevation, scientific or historic base flood elevation and floodway data available from federal, state or other sources, including data developed as a result of these regulations (see 2, below) as criteria for requiring that new construction, substantial improvements, or other development in approximate A zones meet the requirements of this chapter.

(2) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser, include within such proposals base flood elevation data.

(3) Within approximate A zones, where base flood elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be
elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade. All applicable data, including elevations or floodproofing certifications, shall be recorded as set forth in this chapter. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of section 12-52.

(4) Within approximate A zones, where base flood elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty (20) feet, whichever is the greater, measured from the top of the stream bank, unless certification by a Tennessee-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

(5) New construction or substantial improvements of existing buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of section 12-51 and 12-52. Within approximate A zones, require that these sections dealing with the alteration and relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured home provisions are complied with as required.

H. Section 12-58 is deleted in its entirety and replaced with the following:

Sec. 12-58. Standards for unmapped streams.
Located within the city are unmapped streams along which special flood hazard areas are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

(1) No encroachments including fill material or other development including structures shall be located within the riparian buffer zone as defined in the stormwater and street ordinance.

(2) When a new flood hazard risk zone, and base flood elevation and floodway data is available, new construction and substantial
improvements shall meet the standards established in accordance with this chapter.

**SECTION 4:** If any section or sections of this Ordinance are held invalid, such invalidity shall not affect other provisions or sections of this Ordinance.

**SECTION 5:** This Ordinance takes effect from and after its passage, the welfare of the City requiring it.

_______________________________
Presiding Officer of the Council

______________________________
Recorder
Chapter 12

FLOOD DAMAGE PREVENTION AND CONTROL

ARTICLE I.  IN GENERAL

***

Sec. 12-3.1.  Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted as to give them the meaning they have in common usage and to give this chapter its most reasonable application given its stated purpose and objectives.

Accessory structure shall represent a subordinate structure to the principal structure on the same lot and, for the purpose of this section, shall conform to the following:

(1)  Accessory structures shall only be used for parking of vehicles and/or storage.

(2)  Accessory structures shall be designed to have low flood damage potential.

(3)  Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

(4)  Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement which otherwise may result in damage to other structures.

(5)  Utilities and service facilities such as electrical and heating equipment shall be elevated to one (1) foot above the Base Flood Elevation or otherwise protected from intrusion of flood waters.

***

Area of special flood-related erosion hazard is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as zone E on the flood hazard boundary map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, zone E may be further refined.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE or A99.

***
Flood elevation determination means a determination by the Federal Emergency Management Agency or the City’s Floodplain Manager of the water surface elevations of the base flood, which is the flood level that has a two-tenths of one percent or greater chance of occurrence in any given year.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of areas having special flood hazard have been designated as Zone A.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the one percent annual chance hundred-year flood without cumulatively increasing the water surface elevation more than the designated height.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this chapter, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced.

National Geodetic Vertical Datum of 1988 (NGVD 88) is the vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988, as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

Special flood hazard area means the floodplain within a community subject to a one percent or greater chance of flooding in a given year. The area may be designated as zone A on the FIRMs. Zone A usually is refined into zones A, AO, AH, A1-30, AE or A99, an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards and shown on an FHBM or FIRM as zone A, AO, A1-30, AE, A99 or AH.

Sec. 12-5. Basis for establishing the areas of special flood hazard areas and shaded X zones.

ARTICLE III. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 12-51. General standards.

In all areas of special flood hazard areas and shaded zones, the following provisions are required:

(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

(13) When proposed new construction or substantial improvements are partially located in an area of a special flood hazard area or shaded zone, the entire structure shall meet the standards for new construction.

Sec. 12-52. Specific standards.

In all areas of special flood hazard areas, the following provisions, in addition to those set forth in section 12-5, are required:

(1) Residential construction. In AE and shaded zones where base flood elevation data is available, new construction or substantial improvement of any residential building (or manufactured home) shall have all utilities [including electrical (utility meters not included), heating, ductwork, ventilating, plumbing, and air conditioning equipment] and the lowest floor, including basement, elevated to no lower than one (1) foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls and to ensure the unimpeded movement of floodwaters shall be provided in accordance with standards of article III, section 12-52(3).
(2) **Nonresidential construction.** In AE and shaded x zones, new construction and or substantial improvement of any commercial, industrial, or nonresidential building, when base flood elevation data is available, shall have all utilities (including electrical (utility meters not included), heating, ductwork, ventilating, plumbing, and air conditioning equipment) and the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of the section herein entitled "Enclosures."

***

Non-residential buildings located in all A and shaded x zones may be floodproofed in lieu of being elevated, provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the engineering department as set forth in article II, section 12-32(2).

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(4) **Standards for manufactured homes and recreational vehicles.**

a. All manufactured homes placed, or substantially improved, on:
   1. Individual lots or parcels;
   2. In expansions to existing manufactured home parks or subdivisions; or
   3. In new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction, including elevations and anchoring.

b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
   1. In AE and shaded x zones with base flood elevations, the lowest floor of the manufactured home is elevated on a permanent foundation no lower than one (1) foot above the level of the base flood elevation; or
   2. In approximate A zones without base flood elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of equivalent or greater strength) at least three (3) feet in height above the highest adjacent grade.

***
Sec. 12-53. Standards for areas of special flood hazard areas, zones AE with established base flood elevation but without floodways designated.

Located within the areas of special flood hazard areas established in article III section 12-5, where streams exist with base flood data but where no floodways have been designated (zones AE), the following provisions apply:

(1) No encroachments, including fill material, new construction or substantial improvements shall be located within areas of special flood hazard areas, unless certification by a Tennessee-registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

(2) New construction or substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions in article III, section 12-52.

Sec. 12-54. Standards for areas of shallow flooding (AO and AH zones).

Located within the areas of special flood hazard areas established in article I, section 12-5 may be areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. Therefore, the following provisions apply:

***

Sec. 12-55. Standards for areas protected by flood protection system zones (A99 zones).

Located within the areas of special flood hazard established in article III are areas of the 500-year floodplain protected by a flood protection system, but where base flood elevations have not been determined. Within these areas (A99 zones), all of the provisions of article II, section 12-31 shall apply.

Sec. 12-56. Standards for areas of special flood hazard areas with established base flood elevations and with floodways designated.

Located within the areas of special flood hazard areas established in article I, section 12-5 are areas designated as floodways. A floodway may be extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of base flood without increased flood heights and velocities. Therefore, the following provisions apply:

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Sec. 12-57. Standards for streams without established base flood elevations and floodways (A zones).

In areas located within the areas of special flood hazard areas established in article I, where streams exist, but no base flood data has been provided and where a floodway has not been delineated, the following shall apply:

(1) The engineering department shall obtain, review and reasonably utilize any base flood elevation, scientific or historic base flood elevation and floodway data available from federal, state or other sources, including data developed as a result of these regulations (see 2, below) as criteria for requiring that new construction, substantial improvements, or other development in approximate A zones meet the requirements of this chapter.

***

Sec. 12-58. Standards for unmapped streams.

Located within the city are unmapped streams along which areas of special flood hazard areas are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

(1) No encroachments including fill material or other development including structures shall be located within the riparian buffer zone as defined in the stormwater and street ordinance.

(2) When a new flood hazard risk zone, and base flood elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with this chapter.

***
AGENDA SUMMARY
An Ordinance to amend the Knoxville City Code, Chapter 22.5, Articles I and II, to update the stormwater and street development standards and remove certain unnecessary language.

COUNCIL DISTRICT(S) AFFECTED
All Districts

BACKGROUND
The Department of Engineering has identified several necessary updates to the Stormwater and Street Ordinance that will enhance the clarity of regulations and respond to the needs of the community. Engineering recommends these revisions to the Ordinance to better define existing practices, streamline certain regulations, update terminology, and revise procedures to allow more flexible application.

OPTIONS
Approve or deny the Ordinance revisions.

RECOMMENDATION
Approve the Ordinance revisions.

ESTIMATED PROJECT SCHEDULE
Once approved, the Ordinance will be implemented immediately.

PRIOR ACTION/REVIEW
None

FISCAL INFORMATION
None

AIS Prepared by: Curtis Williams, Stormwater Division, 215-2148
Respectfully submitted:

Harold Cannon, PE
Engineering Director

ATTACHMENTS:
- Ordinance  (DOC)
- redline 22.5 (DOCX)

RESULT:  APPROVED ON FIRST READING [UNANIMOUS] Next: 10/20/2020 6:00 PM
MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
ORDINANCE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE TO AMEND THE KNOXVILLE CITY CODE, CHAPTER 22.5, ARTICLES I AND II, TO UPDATE THE STORMWATER AND STREET DEVELOPMENT STANDARDS AND REMOVE CERTAIN UNNECESSARY LANGUAGE.

ORDINANCE NO: ______________
REQUESTED BY: Engineering
PREPARED BY: Law_____________

APPROVED ON 1ST READING: _________________________
APPROVED ON 2ND READING: _________________________
APPROVED AS AN EMERGENCY MEASURE: _________________________

MINUTE BOOK: _______ PAGE ______

WHEREAS, Chapter 22.5, Articles I and II, of the Knoxville City Code of Ordinances sets forth a number of regulatory standards for land development within the City; and

WHEREAS, the Department of Engineering has identified several necessary updates to the Stormwater and Street Ordinance that will enhance the clarity of regulations and respond to the needs of the community; and
WHEREAS, the City of Knoxville Department of Engineering recommends the implementation of the improvements and clarifications to Chapter 22.5 to improve the administration of these regulations; and

WHEREAS, the City desires to modify the existing City Code Chapter 22.5, Articles I and II to incorporate these recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: City Code Chapter 22.5, Article I Section 22.5-4 of the Code of Ordinances, entitled “Definitions” is hereby amended by the following actions:

A. Deleting the definition for Administrative Plat in its entirety and substituting in lieu the following:

   Administrative plat. A plat prepared and certified by a registered land surveyor licensed to practice in the state of Tennessee and approved or denied for recording by Knoxville-Knox County Planning through staff administrative procedures. A plat shall be classified as an administrative plat when no variance from The Knoxville-Knox County Subdivision Regulations, or as amended, is requested and it meets one (1) or more of the following criteria:
   (a) It divides one (1) tract into no more than two (2) lots;
   (b) It combines existing lots into no more than two (2) lots;
   (c) It adjusts the common lot line(s) between two (2) existing recorded lots;
   (d) It is for the purpose of recording an easement or other new information and no subdivision of land is involved; or
   (e) It qualifies as an exempt or corrected plat as defined by The Knoxville-Knox County Subdivision Regulations, or as amended.

B. Deleting the definition for Declaration Document in its entirety and substituting in lieu the following:

   Declaration Document. A legal deed document, prepared by a surveyor licensed in the State of Tennessee, that grants or releases easements or other property rights.
C. Adding the following definition for *Driveway Pipe*:

*Driveway Pipe.* A stormwater pipe, typically in the right-of-way of residential development, installed in a roadside ditch to allow access to a property via a driveway.

D. Deleting the definition for *Exempt Plat* in its entirety and substituting in lieu the following:

*Exempt plat.* A survey plat or map that divides property in manner that is consistent with exemption from the requirements of The Knoxville-Knox County Subdivision Regulations, or as amended, based on the provisions of Sections 13-3-401 and 13-4-301 of Tennessee Code Annotated, or as amended. Divisions on exempt plats may be eligible for inclusion on the ward map if reviewed and approved by the Department of Engineering.

E. Deleting the definition for *Plat* in its entirety and substituting in lieu the following:

*Plat.* A map meeting requirements of The Knoxville-Knox County Subdivision Regulations, or as amended, prepared and certified by a registered land surveyor licensed to practice in the state of Tennessee, approved for recording by Knoxville-Knox County Planning, and recorded in the Knox County Register of Deeds Office.

F. Deleting the definition for *Redevelopment* in its entirety.

G. By adding the following definition for *Substantial Investment*:

*Substantial Investment.* The investment of fifty (50) percent or more of the market value (licensed professional appraisal) or tax appraised value of the real property and improvements over a rolling five (5) year duration.

**SECTION 2:** City Code Chapter 22.5, Article II of the Code of Ordinances, entitled “Stormwater Requirements” is hereby amended by the following actions:

A. Section 22.5-20 *Plat/easement requirements for the issuance of a building permit* is deleted in its entirety and replaced with the following:
Sec. 22.5-20. Plat/easement requirements for the issuance of a building permit.

(a) No building permit shall be issued unless the property shown on the approved site development plan is a single lot of record, except as provided in section 22.5-20.c.

(b) No building permit shall be issued until the required easements for the stormwater facilities and access to the stormwater facilities, identified on the approved site development plan, are dedicated as permanent easements. Easement dedications can be done by Declaration Document per section 22.5-19 or on a recorded subdivision plat, except as provided in section 22.5-20.c. In the case of a Lessee, recorded easements for the stormwater facilities and access to the stormwater facilities run only through the term of the stormwater facilities lease.

(c) In limited situations, extenuating circumstances may exist that prevent the timely recording of a declaration document or a plat. After evaluating these circumstances, the Department of Engineering may approve a building permit based on the approval of a promissory letter from the owner, developer, or surveyor stating their commitment to record the declaration document or plat within a forty-five-day grace period. A fee will be required prior to the approval of the promissory letter. One fifteen-day extension may be granted for an additional fee. The terms for the promissory letter and extension shall be at the director's discretion. The Department of Engineering is in no way obligated to accept promissory letters or extensions. On the expiration of the promissory letter or extension, the Department of Engineering may issue a stop work order to suspend all work on the property until the final declaration document or plat is recorded.

(d) Before a promissory letter is approved, the following minimum requirements must be considered:

1. A site development plan must be approvable by the Department of Engineering;
2. A final plat must be submitted to the Knoxville-Knox County Planning or a declaration document submitted to the Department of Engineering for recording;
3. The Department of Engineering must have reviewed the plan and either a declaration document or plat;
4. The plan and the declaration document or plat must be consistent; and
5. The property as platted must not be subject to any unapproved variances.
B. Sec. 22.5-21 General design criteria is deleted in its entirety and replaced with the following:

Sec. 22.5-21 General design criteria

(a) The Director has the authority to adopt site development design criteria.
(b) The standard method of drainage computation shall be as set forth in section 22.5-33.
(c) The stormwater system, excluding stormwater basins, water quality control facilities, systems required to carry stormwater to stormwater basins or water quality control facilities, and sinkholes, shall be designed to accommodate a 10-year frequency storm. For facilities which would flood public roads, a 25-year frequency storm shall be used in the design to prevent flooding of local roads and collectors, and a 50-year frequency storm shall be used in the design to prevent flooding of arterial streets. A 100-year frequency storm shall be used in the design to prevent flooding of all new structures and ensure no additional adverse impact on existing structures. For site development located within the limits of the Flood Insurance Study, the Flood Damage Prevention and Control Ordinance O-347-90 (Chapter 12 of the Knoxville City Code) shall also apply. All stormwater systems shall be designed to have no additional adverse impact on upstream or adjacent property in the 50-year frequency storm, unless an adequate permanent drainage easement is obtained.
(d) For drainage generated by areas greater than two hundred (200) acres, the flow for a 100-year frequency storm shall be computed. Such flow may exceed the capacity of facilities designed to comply with the requirements of lesser floods as noted in section 22.5-21.c. and shall be contained in the public right-of-way or a permanent drainage easement on the property being improved or developed.
(e) Material for pipes used for conveyance of stormwater within the city shall be in accordance with the following:
   (1) Stormwater pipes installed under City streets, private rights-of-way, joint permanent easements (JPEs), or within the roadway prism of City streets and JPEs shall be reinforced concrete pipe (RCP).
   (2) Driveway pipes shall be RCP. However, high-density polyethylene pipe (HDPE), corrugated dual-walled polyvinyl chloride pipe (DWPVC), dual-walled polypropylene pipe
(PPP), or corrugated metal pipe (CMP) may be used for single family and duplex development where:

a. A pipe only conveys water under non-heavily traveled driveways.
b. A pipe is located outside of the roadway prism, and
c. The installation would not cause flooding of adjacent properties or rights-of-way in the event of pipe failure.

(3) RCP is required for all stormwater systems located within new residential developments (includes residential condominium developments).

(4) RCP, HDPE, DWPVC, and PPP may be used to convey stormwater generated on the particular property (on-site drainage), i.e. parking lots, buildings, etc.

(5) Any pipe, culvert, or drainage system dedicated to the City, or installed with the intent of dedication to the City, whether inside or outside the right-of-way, shall be constructed of RCP.

(6) RCP is required for all stormwater pipes and culverts that carry water generated on adjacent properties or areas (off-site water). In the case of common non-residential developments, alternate pipe materials listed in 22.5-21(e)(4) may be used.

(7) RCP is required if the failure of the pipe would cause flooding or potential property damage on adjacent properties.

(8) RCP is required for all stormwater basin outlet structures and for all stormwater outlet pipes that drain through the berm of a stormwater basin continuing to its terminus or the connection to a downstream system. Underground detention facilities that do not have a berm associated with their construction may use HDPE for the pipe material downstream of the outlet structure provided that in the event of a failure of the pipe, no offsite properties will be adversely affected.

(9) Ductile Iron (DI) is an acceptable alternative pipe material for RCP.

(10) For all pipe installations, the pipe shall be designed for the proposed loading conditions.

(11) The Director may approve the use of alternative pipe materials in overlapping rights of way or easements when necessary to accommodate special conditions presented by railroads, pipelines, utilities, unique facilities, or other sensitive areas.
(f) Construction fill that alters the conveyance or storage capacity of the regulated floodplain is prohibited in the flood fringe in an area bounded by the floodway line and the no-fill line. This requirement may be waived if a development occurs on a lake/river regulated by Tennessee Valley Authority (TVA) and where a TVA flowage easement exists or if a drainage study prepared by a registered professional engineer licensed to practice in the state of Tennessee shows a rise of less than one-tenth (0.1) foot on existing properties within one-half (0.5) mile (upstream or downstream) of the proposed development using a method widely accepted among engineering professionals.

(g) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on public right-of-way, other properties, or on the subject development.

C. Sec. 22.5-23 Stormwater basins is deleted in its entirety and replaced with the following:

Sec. 12-53. Stormwater basins.

(a) The requirement for stormwater basins shall apply to the following:
   (1) All road construction exceeding one-half (½) acre of impervious area;
   (2) All developments of one acre or more of disturbed area;
   (3) Developments of five (5) lots or more;
   (4) Any site development which contains one-half (½) acre or more of additional impervious area since June 1997.
   (5) Any areas of substantial investment which contains one-half (½) acre or more impervious area.

(b) For areas of substantial investment, if the downstream system (routed through the second existing street or alley crossing, a blue-line stream, interstate right-of-way, railroad right-of-way, Tennessee Department of Transportation roadway project, City of Knoxville roadway or drainage project, or existing stormwater basin, whichever is closest) is examined and found to be adequate to carry the 2-year and 10-year frequency storms, the requirement for detention for areas of substantial investment may be waived. However, if the examination finds inadequate conveyance for the 2-year and 10-year frequency storms, the
Director has authority to condition the approval of a permit upon compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development. The engineer is charged with determining the predeveloped (before any site development had occurred) conditions, including the curve number. If the engineer cannot determine the predeveloped conditions, then a maximum predeveloped curve number of seventy (70) may be used to compute the predeveloped flow and satisfy the requirement. In areas of substantial investment, detention or retention is required for the entire developed site, not just the portion of the site being redeveloped.

(c) If in the developer's judgment, stormwater detention is unwarranted or impractical, hydrologic and hydraulic computations to support such a conclusion and to demonstrate that stormwater runoff peak rates shall not be increased for storm events identified in the design standards for detention basins in this chapter shall be furnished to the Department of Engineering for review.

(d) Where the development's stormwater discharges directly into a main stream, detention for peak flow attenuations is not required unless deemed necessary by the Department of Engineering.

(e) Exclusions from detention do not exempt the developer from providing water quality requirements.

(f) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development.

(g) Stormwater basins located in residential subdivisions must be located on two (2) or more buildable lots or in a common area with a legally established property owners' organization with responsibility for maintenance and repair of the stormwater basin.

(h) Stormwater basins located in non-residential subdivisions must be located on one (1) or more buildable lots or in a common area with a legally established property owners' organization with responsibility for maintenance and repair of the stormwater basin.

D. Sec. 22.5-27. Site development plan, subsection (d)(2)(c)(12) is deleted in its entirety and replaced with the following:
Sec. 22.5-27. Site development plan.

(d)(2)(c)(12) A certified address from Knoxville-Knox County Planning.

E. Section 22.5-29 Fees is deleted in its entirety and replaced with the following:

(a) When a site development plan review is required, the following fee schedule applies and will be required upon the submittal of the plans.
   (1) Site development plans review fees (based on disturbed area):
       Small single-family residential ........... $ 0.00
       Less than one (1) acre: ...................... $ 150.00
       One (1) acre to five (5) acres: ............. $ 150.00 + $20.00/acre
       More than five (5) acres: .................... $ 250.00 + $10.00/acre

   The plans review fee for Site Development Plans includes the initial submittal and two (2) resubmittals. Beginning with the fourth submittal, an additional plans review fee of one hundred dollars ($100.00) is due for each resubmittal.

(b) When a site development permit is required, the following fee schedule applies and will be required before the issuance of the permit.
   (1) Site development permits without a bond:
       a. Small single-family residential: ................ $ 10.00
       b. All other projects: .................................. $ 50.00
   (2) Site development permits with a bond (based on disturbed area):
       a. Less than one (1) acre: ........... $ 375.00
       b. One (1) acre or more: ............$375.00 + $15.00/acre
   (3) Site development permits for utilities (except for utility entities currently subject to a court order or decree, the fees for which shall be determined by the Department of Engineering):
       a. Maintenance: $15.00 per 20 square yards plus $0.50 per each additional square yard.
       b. Construction: $1.00 per linear foot of conduit (e.g., pipe, cable, wire, fiber optics) with a $200.00 minimum.

(c) The fee for a site development permit issued after site development has begun without a permit shall be ten (10) times the standard fee.
(d) A site development permit is valid for one (1) year. A permit may be renewed before it expires at no additional cost. Once a permit expires, the appropriate permitting fee shall be charged for the renewal.

(e) If separate permits for any combination of grading, erosion prevention and sediment control, and/or drainage are requested, the appropriate permitting and review fee will be charged for each permit.

(f) The cost to review each special pollution abatement permit (SPAP) application shall be two hundred dollars ($200.00). Reapplication prior to the expiration date of the permit may be eligible for a fifty (50) percent review fee reduction.

(g) When a final plat review is required, the following fee schedule applies and will be required before approval:

(1) Administrative plat........................................... $80.00
(2) Exempt subdivision and corrected plats............... $70.00
(3) All other plats:
   a. One (1) to fifty (50) lots: ........ $100 + $10.00/lot
   b. Fifty-one (51) or more lots: ......$ 600 + $6.00/lot (lots 51+)
   c. Declaration Document: ...........$ 150.00

(h) Mathematical closure checks of property and easement boundaries are performed for all subdivision plat submittals, Exempt plats requiring inclusion on the ward map, and declaration documents that are submitted for review within the City of Knoxville. A $100.00 fee will be assessed on the third submittal and all subsequent submittals, thereafter, for which a misclosure is noted.

(i) The fee for the approval of a promissory letter committing to record a plat or declaration document within forty-five (45) days shall be five hundred dollars ($500.00). A fifteen (15) day extension of this time frame to record a plat shall be an additional two-hundred dollar ($200.00) fee.

(j) A fee of five hundred dollars ($500.00) will be required prior to the acceptance of the promissory letter committing to execute the covenants within a 45-day grace period. A fee of two hundred dollars ($200.00) will be required for the consideration of a 15-day extension.

(k) Whenever a construction general permit is required, the following fee schedules apply:

(1) The following fees shall be charged for general construction application and will be required before the issuance of the permit:
   a. Equal to or greater than one (1) acre but less than five (5) acres, two hundred fifty dollars ($250.00).
   b. Equal to or greater than five (5) acres but less than
twenty (20) acres, one thousand dollars ($1,000.00).

c. Equal to or greater than twenty (20) acres but less than fifty (50) acres, three thousand dollars ($3,000.00).

d. Equal to or greater than fifty (50) acres but less than one hundred fifty (150) acres, six thousand dollars ($6,000.00).

e. Equal to or greater than one hundred fifty (150) acres, ten thousand dollars ($10,000.00).

(2) For all construction general permits issued on or after January 1, 2018, the following permit maintenance fees shall be charged on an annual basis for all construction activities that exceed one (1) year under general permit coverage and shall be collected prior to the renewal of the site development permit

a. Fee Schedule

1. Equal to or greater than one (1) acre but less than five (5) acres, one hundred twenty-five dollars ($125.00).

2. Equal to or greater than five (5) acres but less than twenty (20) acres, five hundred dollars ($500.00).

3. Equal to or greater than twenty (20) acres but less than fifty (50) acres, one thousand dollars ($1,000.00).

4. Equal to or greater than fifty (50) acres but less than one hundred fifty (150) acres, two thousand dollars ($2,000.00).

5. Equal to or greater than one hundred fifty (150) acres, three thousand seven hundred fifty dollars ($3,750.00).

b. If the permit maintenance fees are not paid on an annual basis, as required, they may be collected, in full, prior to the approval of the development certification or collected from the bond prior to its release.

All fees and charges collected under the provisions of this section shall inure exclusively to the use and benefit of the Department of Engineering for operations associated with stormwater related activities. The excess of revenues less operating costs may be transferred to the general fund for general operations.

F. Section 22.5-31 Design standards for detention and/or retention basins is deleted in its entirety and replaced with the following:
Sec. 22.5-31. Design standards for detention and/or retention basins.

(a) The calculated peak flow rate of stormwater runoff resulting from a 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storm shall be no greater after site development of the site than that which would result from a 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storm on the same site prior to site development.

(b) Adequate attention must be given to safety and sanitation in the design of any detention or retention facility. This includes, but is not limited to, a minimum of two (2) percent slope in the bottom of all stormwater basins, a 3:1 (H:V) or flatter side slope used for traversable access to the basin's bottom for maintenance, proposed contours should reflect fifteen (15) percent additional area for each two-foot contour of the stormwater basin based on the appropriately sized basin for the 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms, a minimum of four thousand five hundred (4,500) cubic feet of storage volume, and a minimum of one (1) foot of freeboard from the highest water surface elevation for the largest required design storm to the top of the berm before the fifteen (15) percent additional volume is added. An exception can be made to the minimum slope requirement in the bottom of the basin if the first flush requirement is not managed in the quantity detention basin and the basin invert is finished in concrete.

(c) When stormwater pretreatment is utilized to treat the first flush prior to discharging water into a stormwater basin, the basin is not required to have 15% additional volume as required by section 22.5-31.(b).

(d) The plans shall include sufficient design information to show that the facility will operate as required. This design shall include the predevelopment and postdevelopment peak flow discharges, volumes of stormwater runoff based on the proposed site development, as well as all necessary computations used to determine the reduced peak flow rates for the design storms. The capacity of the facility shall be sufficient to control the volume of stormwater runoff resulting from 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms within the peak flow requirements stated in this subsection.

(e) Discharge from the stormwater basins shall be routed to a ditch, channel, or stormwater facility of adequate capacity. Calculations showing the capacity of the receiving stormwater facility and its capability to convey a 10-year frequency storm shall be provided.
If the receiving stormwater facility is incapable of conveying a 10-year frequency storm, calculations showing the capacity of the receiving stormwater facility and its capability to convey a 2-year frequency storm shall also be provided. These calculations will show how the flow is routed through the second existing street or alley crossing, a blue-line stream, interstate right-of-way, railroad right-of-way, State or local government project where drainage improvements were made from 1985 to present, or existing stormwater basin, whichever is closest. The Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to correctly sizing and installing offsite conveyance facilities or other stormwater management solutions required to reduce the adverse impact of the proposed development on other properties or the development.

G. Section 22.5-32 Requirements for developments draining to a sinkhole is deleted in its entirety and replaced with the following:

Section 22.5-32. Requirements for developments draining to a sinkhole.

(a) Site development on property that includes a sinkhole will require copies of the appropriate permits from the Tennessee Department of Environment and Conservation (TDEC) prior to site development approval. After review of the state permit, the Director may require additional information related to structural integrity and flood protection. If the proposed development does not require TDEC approval, a letter from TDEC shall be submitted prior to the issuing of a site development permit, stating that a TDEC permit is not required.

(b) For site development or areas of substantial investment requiring attenuation or retention of the 1-year, 2-year, 5-year, 10-year, 25-year, and a 100-year frequency storms with sinkholes entirely on site, calculations shall be provided showing that 100-year frequency storm will not flood any structures assuming plugged conditions (zero (0) cfs outflow) for the sinkhole. These calculations must include the entire contributing watershed for the sinkhole. An easement is required around the sinkhole to include an area extending to the greater of five (5) feet horizontally outside the 100-year water surface elevation or one (1) foot above the 100-year water surface elevation.

(c) For site development or areas of substantial investment requiring attenuation or retention of the 1-year, 2-year, 5-year, 10-year, 25-
year, and 100-year frequency storms with sinkholes partially on site, calculations must be provided showing that there will not be a rise in water surface elevations between the 100-year predeveloped and the 100-year postdeveloped frequency storm assuming plugged conditions (zero (0) cfs outflow) for the sinkhole. An easement is required at a minimum of five (5) feet horizontally outside the 100-year water surface elevation on the section of the sinkhole located on the developed property. A rise in the 100-year water surface elevation is allowable when no structures will be flooded and all parties with ownership of the sinkhole agree in writing to allow the rise. In this case, an easement is required around the sinkhole to include an area extending to the greater of five (5) feet horizontally outside the 100-year water surface elevation or one (1) foot above the 100-year water surface elevation.

(d) Stormwater retention is required for site developments that meet the requirements for stormwater attenuation and are located in one of the following critical watersheds:

1. Ten Mile Creek;
2. Harrell Hills watershed (near Cranberry Dr., Clairmont Dr., and Gaines Rd.);
3. Prosse Road area;
4. Pamela Ln.;
5. All areas draining to a sinkhole;
6. Any area of known flooding where deemed necessary by the Director.

The retention basin shall be designed so that the overflow in the 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms must meet the predeveloped discharges in addition to retaining the difference in the predeveloped and postdeveloped 100-year frequency storm. In basins or sub-basins where there is a documented historical draw down time for the sinkhole or region being drained to, it may be acceptable for a detention basin to be used instead of retention. For detention to be approvable, the draw down time of the detention basin must be a minimum of six (6) days.

(e) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development.
H. Section 22.5-34 Covenant requirements for stormwater facilities, subsection (e) is deleted in its entirety and replaced with the following:

(e) In limited situations, extenuating circumstances may exist that prevent the timely execution of the covenants by the proper party. After evaluating these circumstances, the Department of Engineering may approve a site development or building permit based on the acceptance of a promissory letter from the owner, prospective buyer, or developer stating their commitment to execute the covenants within a 45-day grace period. A fee will be required prior to the acceptance of the promissory letter. One 15-day extension may be granted for an additional fee. The fees authorized herein shall be the same as the fees for a promissory letter and an extension request in the plat requirement. The terms for the promissory letter and extension shall be at the director's discretion. The Department of Engineering is in no way obligated to accept promissory letters or extensions. On the expiration of the promissory letter or extension, the Department of Engineering may issue a stop work order to suspend all work on the property until the executed covenants document is recorded.

I. Section 22.5-40 Riparian buffer zone, subsection (b)(2) is deleted in its entirety and replaced with the following:

(2) Specifically prohibited new uses include, but are not limited to, parking lots, dumpster storage, material storage, grease-bin storage, vehicle storage or maintenance, animal lots or kennels, or other uses known to contribute pollutants to waterways.

SECTION 3: If any section or sections of this Ordinance are held invalid, such invalidity shall not affect other provisions or sections of this Ordinance.

SECTION 4: This Ordinance takes effect from and after its passage, the welfare of the City requiring it.

______________________________
Presiding Officer of the Council

______________________________
Recorder
# Chapter 22.5

**STORMWATER AND STREET ORDINANCE**

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This ordinance was initially issued in June 1997 (Ordinance O-224-97) with further revisions in December 1997 (Ordinance O-666-97), May 1998 (Ordinance O-247-98), May 2003 (Ordinance O-155-03), June 2003 (Ordinance O-264-03), August 2004 (Ordinance O-139-04), January 2005 (Ordinance O-16-5), February 2005 (Ordinance O-45-05), February 2013 (Ordinance O-26-2013), December 2017 (Ordinance O-281-2017) and June 2019 (Ordinance O-83-2019).

ARTICLE I. IN GENERAL

Section 22.5-1. Title of chapter.
This chapter shall be known and may be cited as the "Stormwater and Street Ordinance of the City of Knoxville."
(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-2. Purpose.
The purpose of this chapter is to consolidate all regulations pertaining to the stormwater system and the local street system and to accomplish the following:
- Improve stormwater management;
- Control the discharge of pollutants to the stormwater system;
- Improve public safety;
- To comply with the City's National Pollution Discharge Elimination System (NPDES) permit;
- Establish procedures to accomplish the above purposes.
(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-3. Administration of chapter.
The Director and the engineering staff under the Director's supervision shall administer the provisions of this chapter.
(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-4. Definitions.
Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most appropriate application.
1-year frequency storm. A storm event defined to be two and one-half (2.5) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

2-year frequency storm. A storm event with a fifty (50) percent chance of being equaled or exceeded in a given year. Defined to be three (3.0) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

5-year frequency storm. A storm event with a twenty (20) percent chance of being equaled or exceeded in any given year. Defined to be three and seven-tenths (3.7) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

10-year frequency storm. A storm event with a ten (10) percent chance of being equaled or exceeded in any given year. Defined to be four and three-tenths (4.3) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

25-year frequency storm. A storm event with a four (4) percent chance of being equaled or exceeded in any given year. Defined to be five (5.0) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

50-year frequency storm. A storm event with a two (2) percent chance of being equaled or exceeded in any given year. Defined to be five and seven-tenths (5.7) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

100-year frequency storm. A storm event with a one (1) percent chance of being equaled or exceeded in any given year. Defined to be six and three-tenths (6.3) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

500-year frequency storm. A storm event with a one-fifth (1/5) of one (1) percent chance of being equaled or exceeded in any given year. Defined to be eight (8.0) inches in twenty-four (24) hours or other such magnitude the Director shall establish based upon scientific and engineering information.

Administrative plat. A plat prepared and certified by a registered land surveyor licensed to practice in the state of Tennessee and approved or denied for recording by the Metropolitan Planning Commission (MPC)-Knoxville-Knox County Planning through staff administrative procedures. A plat shall be classified as an administrative plat when no variance from The Knoxville-Knox County Minimum Subdivision Regulations, or as amended, is requested and it meets one (1) or more of the following criteria:

(a) It divides one (1) tract into no more than two (2) lots;
(b) It combines existing lots into no more than two (2) lots;
(c) It adjusts the common lot line(s) between two (2) existing recorded lots;
(d) It is for the purpose of recording an easement or other new information and no subdivision of land is involved; or
(e) It qualifies as an exempt or corrected plat as defined by The Knoxville-Knox County Minimum Subdivision Regulations, or as amended.


Blue-line stream. Any stream shown on the 7.5 minute USGS quad maps.

Board of Environmental Appeals. Appointed by the mayor and confirmed by council to hear appeals filed by any person incurring a civil penalty or damage assessment imposed pursuant to section 22.5-8. of this chapter.

Covenants by lessee for maintenance of stormwater facilities on leased property. A legal document executed by a lessee and recorded with the Knox County Register of Deeds guaranteeing proper maintenance of stormwater facilities during the term of the lessee's lease and the proper removal of the water quality facilities at the end of the term of the lessee's lease.
Covenants by property owner for permanent maintenance of stormwater facilities. A legal document executed by the property owner and recorded with the Knox County Register of Deeds guaranteeing perpetual and proper maintenance of stormwater facilities.

Declaration Document. A legal deed document, prepared by a surveyor licensed in the State of Tennessee, that grants or releases easements or other property rights.

Detention. A practice to store stormwater runoff by collection as a temporary pool of water and provide for its gradual (attenuated) release and thereby control peak discharge rates.

Development certification. A post-development certification performed by an appropriate design professional validating that the project was constructed per the approved design.

Development, large residential and commercial. Any development, commercial, office, industrial, multiple single family lots, any nonresidential use, or any development of a single residential lot with a disturbed area of ten thousand (10,000) square feet or more.

Development, small single-family residential. Development of a single recorded residential lot with less than ten thousand (10,000) square feet of disturbed area.

Development, utilities. Physical alteration of any location for the purpose of installing utilities. This includes, but is not limited to, providing access to a site, clearing of vegetation, grading, earth moving, providing utilities, other services such as parking, altering land forms, and installing erosion prevention and sediment control systems.

Director. Director of the City of Knoxville Department of Engineering or an authorized representative.

Discharge. Dispose, deposit, spill, pour, inject, seep, dump, leak, or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the stormwater system by any means intentional or otherwise.

Disturbed area. Portion of any site that has been altered from existing conditions including, but not limited to, the following: providing access to a site, clearing of vegetation, grading, earth moving, altering land forms, construction, demolition of a structure on the land, providing utilities, or other related work, e.g., parking facilities, stormwater systems, erosion prevention and sediment control measures, potable water systems, and wastewater systems.

Driveway Pipe. A stormwater pipe, typically in the right-of-way of residential development, installed in a roadside ditch to allow access to a property via a driveway.

Exempt plat. A survey plat or map that divides property in manner that is consistent with exemption from the requirements of The Knoxville-Knox County Minimum Subdivision Regulations, or as amended, based on the provisions of Sections 13-3-401 and 13-4-301 of Tennessee Code Annotated, or as amended. Divisions on exempt plats may be eligible for inclusion on the ward map if reviewed and approved by the Department of Engineering.

Erosion. The removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

First flush. The initial or early stages of stormwater runoff from a storm event which commonly delivers a disproportionately large amount of previously accumulated pollutants due to the rapid rate of runoff. The first flush is defined as the first one-half (½) inch of direct runoff from the contributing drainage basin.

Floodplain. For a given flood event, that area of land temporarily covered by water which adjoins a watercourse.

Hot spot. An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples might include operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas, and restaurants.

Hydraulic. Pertaining to, involving, moved, or operated by a fluid, especially water under pressure or under a gravity-driving force.
Hydrologic. Pertaining to the scientific study of the properties, distribution, and effects of water on the earth's surface, in the soil and underlying rocks, and in the atmosphere.

Illicit discharge. Any discharge to the stormwater system that is not composed entirely of stormwater and not specifically exempted in article III.

Impervious area. Impermeable surfaces, such as pavement or rooftops, which prevent the percolation of water into the soil.

Infiltration. A method used to promote the recharge of groundwater by containment and concentration of stormwater in porous soils.

Infiltration basin. An impoundment made by excavation or embankment construction to contain and infiltrate runoff into the soil layer.

Land Development Manual (LDM). Manual produced by the City that provides additional information about the specifics of this chapter.

Large residential development. See Development, large residential and commercial.

Lessee. A lessee occupying real property pursuant to a lease agreement entered into prior to February 4, 1987, which contains no contractual provisions requiring the landlord to execute property owner's Covenants, whose site development plan is five (5) acres or less, and whose use of the real property will not create environmental hazards.

Lot of record. A property which is currently shown on the ward map, or which is eligible to be shown on the ward map, as determined by the Director.

Main stream. The Tennessee River, Holston River, or French Broad River.

Mitigation. The creation, restoration, enhancement, or preservation of a stream, riparian buffer zone, adjacent land, or other stormwater facility which offsets expected adverse impacts of development.

Natural Resources Conservation Service (NRCS). An organization within the U.S. Department of Agriculture that has published standard drainage procedures in the form of Technical Release No. 55. Formerly known as the Soil Conservation Service (SCS).

No-fill line. A line one-half (0.5) the linear distance between the floodway line and the 100-year floodplain line.

Parking area. The off-street facility including parking spaces along with adequate provision for drivers and aisles for maneuvering and giving access, and for entrance and exit, designed to be usable for the parking of vehicles.

Peak flow. The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

Peak flow attenuation. The reduction of the peak discharge of stormwater from a development.

Performance and indemnity agreement. A contract between the property owner, lessee, or developer and the City that assures construction and compliance as per site development plans approved by the Department of Engineering and in the case of a lessee, assures the lessee's proper maintenance of stormwater facilities during the term of its lease, and the proper removal of water quality facilities by the lessee at the end of the term of its lease.

Person. Any individual, firm, corporation, partnership, association, organization, or entity, including governmental entities, or any combination thereof.

Plat. A map meeting requirements of The Knoxville-Knox County Minimum Subdivision Regulations, or as amended, prepared and certified by a registered land surveyor licensed to practice in the state of Tennessee, approved for recording by the Knox County Planning, and recorded in the Knox County Register of Deeds Office.

Redevelopment. The improvement of fifty (50) percent of the assessed value of the real property and improvements.

Regulated waters. Any stream, wetland, or other waterbody specified by the Director, where protections are imposed for adjacent land use, development, or vegetative cover.

Restaurant. An establishment or facility where food is prepared and sold.

Retention. A practice designed to store stormwater runoff by collection as a permanent pool of water without release except by means of evaporation, infiltration, or attenuated release when runoff volume exceeds storage capacity of the permanent pool.
**Riparian buffer zone.** A naturally undisturbed, vegetated, and pervious zone adjacent to regulated waters that is protected from clearing, grading, filling, paving, building, or other destruction of the naturally vegetated state.

**Riprap.** A combination of large stone, cobbles, and boulders used to line channels, stabilize stream banks, and reduce runoff velocities.

**Runoff.** The water resulting from precipitation that is not absorbed by the soil.

**Sanitary sewer.** A system of underground conduits that collect and deliver wastewater to a wastewater treatment plant.

**Sinkhole.**
(a) A naturally occurring depression where drainage collects in the earth's surface that is a minimum of two (2) feet deep. These depressions are typically denoted as closed contours and are shown as hachured contours on the City's geographic information system, or
(b) A hole, fissure, or other opening in the ground, often underlain with limestone, dolomite, or other rock formation that provides for and is being designated as a natural conduit for the passage of stormwater.

For both (a) and (b), the extent of the area considered to be a sinkhole is at a minimum the limits determined by the surface water elevation, assuming plugged conditions (zero (0) cfs outflow).

**Site development.** To physically change land (land disturbance). Including, but not limited to, providing access to a site, clearing of vegetation, grading, filling, earth moving, providing utilities and other services such as parking facilities, stormwater management, erosion prevention and sediment control systems, potable water and wastewater systems, altering land forms, and construction or demolition of a structure on the land.

**Small residential development.** See Development, small single family residential.

**Stormwater.** Runoff from rain, snow, or other forms of precipitation, resulting in surface runoff and drainage.

**Stormwater basin.** An area used for stormwater detention, retention, or infiltration.

**Stormwater facility.** A specific regulated component of the stormwater system.

**Stormwater system.** The system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catch basins, manholes, gutters, ditches, pipes, lakes, sinkholes, channels, creeks, streams, storm drains, detention basins, retention basins, stormwater quality treatment devices, and similar natural or manmade conveyances and facilities located within the city, which, whether owned or operated by the City or other person, are designated or used for collecting, storing, treating, or conveying stormwater or through which stormwater is collected, stored, treated or conveyed.

**Stream.** Includes any linear surface water conveyance recognized by TDEC as Waters of the State, any blue-line shown on the 7.5 min USGS Quad map, or any waterbody determined to be a stream by a Tennessee Qualified Hydraulic Professional (TN-QHP).

**Substantial Investment.** The investment of fifty (50) percent or more of the market value (licensed professional appraisal) or tax appraised value of the real property and improvements over a rolling five (5) year duration.

**Swale.** A natural or manmade depression or wide shallow ditch used to route or filter runoff.

**Utilities development.** See Development, utilities.

**Utility, public or private.** Any agency which under public franchise, public ownership, or certification of convenience and necessity provides the public with electricity, natural gas, steam, communication, rail transportation, water, sewage collection, or other similar service.

**Ward Map.** The adopted official map of the City of Knoxville showing the wards, blocks, lots, tracts, and rights-of-way within the corporate limits of the City of Knoxville.

**Wastes, industrial/commercial.** Liquid or other wastes resulting from any process of industry, manufacture, trade, or business or resulting from the development of any natural resources.

**Wastes, other.** Decayed wood; sawdust; shavings; fallen bark; fallen leaves; lawn clippings; animal wastes; used or previously applied lime; garbage; trash; refuse; loose used paper, paper products, plastic containers, or metal containers; ashes; offal; discarded tar; discarded paint; discarded or
uncontained solvents; used, discarded, or spilled petroleum products, antifreeze, or motor vehicle fluids; used or discarded tires, gas tanks, or chemicals; or any other used, uncontained, unpackaged, or disposed of materials which may discharge to or otherwise enter the stormwater system.


Section 22.5-5. Performance and indemnity agreement.
In order to ensure that any site development complies with the requirements of this chapter, the Director shall have the authority to require a performance and indemnity agreement, together with a letter of credit, a cashier’s check, or a surety bond from an approved financial institution or insurance carrier which guarantees satisfactory completion of the project and names the City as beneficiary, and in the case of a lessee, assures the lessee’s proper maintenance of stormwater facilities during the term of its lease and the proper removal of water quality facilities by the lessee at the end of the term of its lease. The security shall be provided by the property owner, lessee, or developer in a form and in an amount to be determined by the Department of Engineering based on submission of plans and actual construction or potential remediation expenses. In addition, a lessee shall pay the City an amount determined by the Director, that in no event shall be less than five thousand dollars ($5,000.00), to compensate the City for any perpetual maintenance that may be required after the expiration of the lessee’s lease.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-6. Right of entry.
The Director may enter upon any property which discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system during all reasonable hours to monitor, remove foreign objects or blockages, and to inspect for compliance with the provisions of this chapter.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-7. Notice of violation.
Whenever the Director determines that a violation of any provision of this chapter has occurred, that work does not have a required plan or permit, or that work does not comply with an approved plan or permit, the Director may issue a notice of violation to the property owner, utility, facility operator, lessee, tenant, contractor, permittee, the equipment operator, any other person or entity doing work on the site, or any combination thereof. The notice of violation shall:
(a) Be in writing;
(b) Include a description of the property sufficient for identification of where violation has occurred;
(c) List the violation;
(d) State the action required; and
(e) Provide a deadline for compliance or to stop work.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-8. Penalties (Articles I, II, and III).
(a) Any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars ($50.00) or more than five thousand dollars ($5,000.00) per violation, per site, per day for each day of violation. A person may be deemed guilty of a separate violation for each day during any continuing violation of any provision of this ordinance, of any regulation, or of any permit issued hereunder. All penalties collected under the provisions of this section shall inure exclusively to the use and benefit of the Department of Engineering for remediation projects and educational endeavors associated with stormwater activities.
(b) In assessing a civil penalty, the City considers the following:
(1) The harm done to the public health or the environment;
(2) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
(3) The economic benefit gained by the violator;
(4) The amount of effort put forth by the violator to remedy this violation;
(5) Any unusual or extraordinary enforcement costs incurred by the City;
(6) The amount of penalty established by ordinance or resolution for specific categories of violations;
(7) Any equities of the situation that outweigh the benefit of imposing any penalty or damage assessment;
(8) Willingness and cooperation of the violator to remedy this violation and remediate any damage;
(9) Whether the violation was intentional, negligent, or accidental;
(10) Costs incurred by the City of Knoxville for any administrative or remediation costs, including the investigative and monitoring activities. This is often computed in terms of number of man-hours necessary to deal with the problem; and
(11) Prior violations for this violator or at this location.

(c) In addition to the civil penalty, the City may recover all damages proximately caused by the violator to the City, which may include any expenses and attorney's fees incurred in investigating, enforcing, and correcting violations of this chapter.

(d) An expedited order for partial civil penalty assessment may be issued at the time of violation. The amount of the expedited order shall be set by ordinance for specific categories of violations as mentioned in section 22.5-8.b.6.

(e) The Director has the authority to allow a reduction in civil penalty assessments for penalties paid within thirty (30) days of issuance. Reductions shall not be considered for violations that have been repeated within twelve (12) months of the subject violation.

(f) The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.

(g) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.


Section 22.5-9. Board of Environmental Appeals (Articles I, II, and III).

(a) There is created a Board of Environmental Appeals (BEA) to hear appeals filed by any person incurring a civil penalty or damage assessment imposed pursuant to this chapter.

(b) The BEA may issue subpoenas requiring attendance of witnesses and production of evidence, administer oaths, and take testimony as the BEA deems necessary to fulfill its purpose.

(c) The BEA shall be composed of five (5) members appointed by the mayor and confirmed by council.

(1) The mayor shall select appointees so that the BEA will consist of individuals with an expertise as follows:
   a. One (1) registered professional engineer licensed to practice in the state of Tennessee with at least three (3) years of engineering experience as a professional engineer;
   b. One (1) registered architect, engineer, landscape architect, or surveyor licensed to practice in the state of Tennessee with at least three (3) years of experience;
   c. One (1) representative of the development or industrial community;
   d. One (1) neighborhood representative; and
   e. One (1) member at large.
(2) In addition to qualifications a. through e. of section 22.5-9.c.1., one (1) of the five (5) members must have at least three (3) years civil engineering experience, and a second member must have at least three (3) years civil or environmental engineering experience.

(3) BEA members shall serve for a term of five (5) years. A BEA member shall continue to serve, however, until a successor has been appointed or until the BEA member has been reappointed, as the case may be. The terms of the original BEA members shall be staggered so that the term of one (1) member shall expire each year.

(4) An appointment to succeed a BEA member who is unable to serve said member's full term shall be for the remainder of said member's term.

(5) BEA members may be reappointed, but they do not succeed themselves automatically.

(6) BEA members shall serve without compensation.

(d) The BEA shall annually select one (1) of its members to serve as chair and another member to serve as vice-chair of the BEA by a majority vote of all members.

(e) The BEA shall keep complete and accurate records of the proceedings of all their meetings. The Department of Engineering shall designate a person to serve as secretary to the BEA.

(f) No BEA member shall participate in the appeal of any matter in which the member has a direct personal or financial interest.

(g) Three (3) members of the BEA shall constitute a quorum, and the concurrence of a majority of the BEA present and voting in any matter shall be required for a determination of any matter within its jurisdiction.

(Ord. No. O-139-04, § 1, 8-17-04; O-281-2017, § 12-05-17)

Section 22.5-10. Appeals (Articles I, II, and III). Any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said civil penalty or damage assessment to the Board of Environmental Appeals (BEA).

(a) The appeal shall be in writing and filed with the Law Department within thirty (30) days after the civil penalty or damage assessment is served in any manner authorized by law.

(b) Upon receipt of an appeal, the BEA shall hold a public hearing for the appellant to present their case within sixty (60) days or a later date mutually agreed upon by the parties, not to exceed one hundred eighty (180) days. After the one hundred eighty (180) days, if a mutually agreed upon date has not been determined, then the appeal will be heard at the next available public hearing where there is a quorum. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily paper of general circulation. Ten (10) days’ notice shall be provided to the aggrieved party at the address provided at the time of appeal.

(c) Any alleged violator may appeal a decision of the BEA pursuant to the provisions of title 27, chapter 8 of Tennessee Code Annotated.

(d) If a petition for review of such civil penalty or damage assessment is not filed within thirty (30) days after the civil penalty or damage assessment is served in any manner authorized by law, the violator shall be deemed to have consented to the civil penalty or damage assessment, and it shall become final and is due immediately.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-11. Severability. Each separate provision of this chapter is deemed independent of all other provisions herein so that if any provision or provisions of this chapter shall be declared invalid, all other provisions thereof shall remain enforceable.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Sections 22.5-12-17. Reserved.
ARTICLE II. STORMWATER REQUIREMENTS

Section 22.5-18. Purpose.
This article is adopted to improve public safety, to control the rate of flow of stormwater, to minimize increases in the peak flow rates of stormwater runoff caused by site development within the city, to control new site development, and to minimize any detrimental effect on water quality during construction or by the completed facility.
(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-19. Declaration document (Deed document).
(a) A declaration document may be used to grant certain easements, on property that is recognized as a lot of record, including but not limited to stormwater facilities, access, and sidewalks.
(b) A declaration document facilitates the process whereby (1) a property owner grants easements, (2) a lessee grants easements running through the term of its lease, and (3) a property owner or lessee relocates or abandons previous easements, when the City of Knoxville is the easement holder, due to changes in the site development or certification.
(c) The declaration document process is completed by recording an approved written legal document, in which the easements are declared, described, and shown on an attached survey map exhibit. All exhibits shall be prepared on letter or legal-sized paper, certified by a licensed land surveyor, and recorded in the Knox County Register of Deeds Office. At the discretion of the Law Director, the written document may be a form document provided by the Law Department or may be a document prepared by the property owner's or lessee's attorney and approved by the Law Department. Survey map exhibits shall be approved by the Department of Engineering.
(d) A declaration document may not be used when the Director determines, in unforeseen or unusual circumstances, that this process shall not be an option.

Section 22.5-20. Plat/easement requirements for the issuance of a building permit.
(a) No building permit shall be issued unless the property shown on the approved site development plan is a single lot of record, except as provided in section 22.5-20.c.
(b) No building permit shall be issued until the required easements for the stormwater facilities and access to the stormwater facilities, identified on the approved site development plan, are dedicated as permanent easements. Easement dedications can be done by Declaration Document per section 22.5-19 or on a recorded subdivision plat, except as provided in section 22.5-20.c. In the case of a Lessee, recorded easements for the stormwater facilities and access to the stormwater facilities run only through the term of the stormwater facilities lease.
(c) In limited situations, extenuating circumstances may exist that prevent the timely recording of a declaration document or a plat to create a lot of record or dedicate stormwater easements. After evaluating these circumstances, the Department of Engineering may approve a building permit based on the acceptance approval of a promissory letter from the owner, developer, or surveyor stating their commitment to record the declaration document or plat within a forty-five-day grace period. A fee will be required prior to the acceptance approval of the promissory letter. One (1) fifteen-day extension may be granted for an additional fee. The terms for the promissory letter and extension shall be at the director's discretion. The Department of Engineering is in no way obligated to accept promissory letters or extensions. On the expiration of the promissory letter or extension, the Department of Engineering may issue a stop work order to suspend all work on the property until the final declaration document or plat is recorded.
(d) Before a promissory letter will be accepted is approved, the following minimum requirements must be met considered:
(1) A site development plan must be approvable by the Department of Engineering;
(2) A final plat must be submitted to the Metropolitan Planning Commission, Knoxville-Knox County Planning or a declaration document submitted to the Department of Engineering for recording;

(3) The Department of Engineering must have reviewed the plan and either a declaration document or plat;

(4) The plan and the declaration document or plat must be consistent; and

(5) The property as platted must not be subject to any unapproved variances.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 1, 12-05-17; Ord. No. O-83-2019 § 1, 6-04-19)

Section 22.5-21. General design criteria.

(a) The Director has the authority to adopt site development design criteria.

(b) The standard method of drainage computation shall be as set forth in section 22.5-33.

(c) The stormwater system, excluding stormwater basins, water quality control facilities, systems required to carry stormwater to stormwater basins or water quality control facilities, and sinkholes, shall be designed to accommodate a 10-year frequency storm. For facilities which would flood public roads, a 25-year frequency storm shall be used in the design to prevent flooding of local roads and collectors, and a 50-year frequency storm shall be used in the design to prevent flooding of arterial streets. A 100-year frequency storm shall be used in the design to prevent flooding of all new structures and ensure no additional adverse impact on existing structures. For site development located within the limits of the Flood Insurance Study, the Flood Damage Prevention and Control Ordinance O-347-90 (Chapter 12 of the Knoxville City Code) shall also apply. All stormwater systems shall be designed to have no additional adverse impact on upstream or adjacent property in the 50-year frequency storm, unless an adequate permanent drainage easement is obtained.

(d) For drainage generated by areas greater than two hundred (200) acres, the flow for a 100-year frequency storm shall be computed. Such flow may exceed the capacity of facilities designed to comply with the requirements of lesser floods as noted in section 22.5-21.c. and shall be contained in the public right-of-way or a permanent drainage easement on the property being improved or developed.

(e) Material for pipes used for conveyance of stormwater within the city shall be in accordance with the following:

1. Stormwater pipes installed under City streets, private rights-of-way, joint permanent easements (JPEs), or within the roadway prism of City streets and JPEs shall be reinforced concrete pipe (RCP).

2. Driveway pipes shall be RCP. However, high-density polyethylene pipe (HDPE), corrugated double-walled polyvinyl chloride pipe (DW PVC), single-walled polypropylene pipe (PPP), or corrugated metal pipe (CMP) may be used for single family and duplex development where:
   - a. A pipe only conveys water under non-heavily traveled driveways,
   - b. A pipe is located outside of the roadway prism, and
   - c. The installation would not cause flooding of adjacent properties or rights-of-way in the event of pipe failure.

3. RCP is required for all stormwater systems located within new residential developments (includes residential condominium developments).

4. RCP, HDPE, DW PVC, and CMP-PPP may be used to convey stormwater generated on the particular property (on-site drainage), i.e. parking lots, buildings, etc.

5. Any pipe, culvert, or drainage system dedicated to the City, or installed with the intent of dedication to the City, whether inside or outside the right-of-way, shall be constructed of RCP.

6. RCP is required for all stormwater pipes and culverts that carry water generated on adjacent properties or areas (off-site water). In the case of common non-residential developments, alternate pipe materials listed in 22.5-21(e)(4) may be used.

7. RCP is required if the failure of the pipe would cause flooding or potential property damage.
on adjacent properties.

(8) RCP is required for all stormwater basin outlet structures and for all stormwater outlet pipes that drain through the berm of a stormwater basin continuing to its terminus or the connection to a downstream system. Underground detention facilities that do not have a berm associated with their construction may use HDPE for the pipe material downstream of the outlet structure provided that in the event of a failure of the pipe, no offsite properties will be adversely affected.

(9) Ductile Iron (DI) is an acceptable alternative pipe material for RCP.

(10) For all pipe installations, the pipe shall be designed for the proposed loading conditions.

(9)(11) The Director may approve the use of alternative pipe materials in overlapping rights of way or easements when necessary to accommodate special conditions presented by railroads, pipelines, utilities, unique facilities, or other sensitive areas.

(f) Construction fill that alters the conveyance or storage capacity of the regulated floodplain is prohibited in the flood fringe in an area bounded by the floodway line and the no-fill line. This requirement may be waived if a development occurs on a lake/river regulated by Tennessee Valley Authority (TVA) and where a TVA flowage easement exists or if a drainage study prepared by a registered professional engineer licensed to practice in the state of Tennessee shows a rise of less than one-tenth (0.1) foot on existing properties within one-half (0.5) mile (upstream or downstream) of the proposed development using a method widely accepted among engineering professionals.

(g) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on public right-of-way, other properties, or on the subject development.


**Section 22.5-22. Site development design manuals.**

The Department of Engineering is authorized to adopt additional policies, criteria, specifications, and standards for the proper implementation of the requirements of this chapter in a Land Development Manual (LDM) and a Best Management Practices Manual (BMP Manual). The policy, criteria, and requirements of the LDM and the BMP Manual, both as amended by the City's Department of Engineering, shall be enforceable consistent with other provisions of this chapter.

The Department of Engineering is specifically authorized to adopt and update the City of Knoxville Qualified Local Program Construction General Permit policy.


**Section 22.5-23. Stormwater basins.**

(a) The requirement for stormwater basins shall apply to the following:

1. All road construction exceeding one-half (½) acre of impervious area;
2. All commercial, industrial, educational, institutional, and recreational developments of one acre or more of disturbed area;
3. Large single-family or duplex residential developments of five (5) acres or more of disturbed area or five (5) lots or more;
4. Any site development which contains one-half (½) acre or more of additional impervious area since June 1997.
5. Any redevelopment areas of substantial investment which contains one-half (½) acre or more impervious area.

(b) For areas of redevelopment substantial investment, if the downstream system (routed through the second existing street or alley crossing, a blue-line stream, interstate right-of-way, railroad right-of-way, Tennessee Department of Transportation roadway project, City of Knoxville roadway or drainage project, or off-site-existing stormwater detention basin, whichever is closest) is
examine and found to be adequate to carry the 2-year and 10-year frequency storms, the requirement for detention for areas of redevelopment substantial investment may be waived. However, if the examination finds inadequate conveyance for the 2-year and 10-year frequency storms, the Director has authority to condition the approval of a permit upon compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development. The engineer is charged with determining the predeveloped (before any site development had occurred) conditions, including the curve number. If the engineer cannot determine the predeveloped conditions, then a maximum predeveloped curve number of seventy (70) may be used to compute the predeveloped flow and satisfy the requirement. In areas of redevelopment substantial investment, detention or retention is required for the entire developed site, not just the portion of the site being redeveloped.

(c) If in the developer's judgment, stormwater detention is unwarranted or impractical, hydrologic and hydraulic computations to support such a conclusion and to demonstrate that stormwater runoff peak rates shall not be increased for storm events identified in the design standards for detention basins in this chapter shall be furnished to the Department of Engineering for review.

(d) Where the development's stormwater discharges directly into a main stream, detention for peak flow attenuations is not required unless deemed necessary by the Department of Engineering.

(e) Exclusions from detention do not exempt the developer from providing water quality requirements.

(f) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development.

(g) Stormwater basins located in residential subdivisions must be located on two (2) or more buildable lots or in a common area with a legally established property owners' organization with responsibility for maintenance and repair of the stormwater basin.

(h) Stormwater basins located in non-residential subdivisions must be located on one (1) or more buildable lots or in a common area with a legally established property owners' organization with responsibility for maintenance and repair of the stormwater basin.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-24. Erosion prevention and sediment control.

(a) In order to protect, maintain, and enhance the immediate and long-term health, safety, and general welfare of the citizens of the City, this article has the following objectives:

(1) Prevent erosion and sedimentation to limit deposition in streams and other water bodies; and

(2) Facilitate the removal of pollutants in stormwater runoff to perpetuate the natural functions of streams.

(b) To comply with state, federal, and local regulations, erosion prevention and sediment control shall be regulated by this article because of the following water quality impacts:

(1) Stormwater runoff can carry pollutants into receiving water bodies, thereby degrading water quality;

(2) The increase in nutrients in stormwater runoff such as phosphorus and nitrogen accelerates eutrophication of receiving waters;

(3) Construction requiring land clearing and the alteration of natural topography tend to increase erosion;

(4) Siltation of water bodies resulting from increased erosion decreases their capacity to hold and transport water, interferes with navigation, harms flora and fauna, destroys habitat, and reduces populations of aquatic species; or

(5) Substantial economic losses can result from these adverse impacts on community waters.

(c) When site development occurs, the following actions are required:

(1) Install, inspect, repair, and maintain all erosion prevention and sediment controls for any site
(2) Install, inspect, repair, and maintain all erosion prevention and sediment controls per the requirements of the approved permits and plans.


Section 22.5-25. Reserved

Section 22.5-26. Site development permit.

(a) A site development permit from the Department of Engineering is required to:

(1) Grade, dump, alter natural or existing topography, move or place fill material, excavate, remove any vegetation not exempted by the Tree Protection Ordinance, or begin any land disturbance activities;

(2) Alter any natural or manmade drainage system so as to divert, constrict, increase, or change in any manner the natural or existing flow of any stream, natural drainage, or existing drainage of any area;

(3) Commence site development or construction of any building or structure; or

(4) Clear any site by means that causes disturbance of soil.

(b) No person shall:

(1) Perform site development equal to or greater than one (1) acre without first obtaining a City of Knoxville Qualified Local Program Construction General Permit; or

(2) Perform site development work beyond the scope of the approved site development plan.


Section 22.5-27. Site development plan.

(a) A site development plan shall be required for any site development except when:

(1) The developed area is used for gardening or agricultural purposes;

(2) The proposed work does not, in the opinion of the Department of Engineering, affect the drainage on the site or the quality of stormwater runoff from the site.

(b) A site development plan shall contain the following:

(1) The name, address, and telephone number of all persons having a legal interest in the property;

(2) The tax map number, group, and parcel number of the property or properties affected; and

(3) Information that complies with the requirements of the Tree Protection Ordinance.

(c) A registered professional engineer licensed to practice in the State of Tennessee must prepare and stamp portions of the site development plan that require hydraulic or hydrology calculations and design, as well as, all roads, private rights-of-way, and joint permanent easements that are required to be designed and built to public road standards.

(d) Additional information is required for site development plans based on the type of development.

(1) Small single-family residential development.

   a. A topographic map showing and identifying:

      1. The proposed area of land disturbance;

      2. The layout of the structure(s);

      3. Location of all depressed areas;

      4. Blue-line streams and any related lines, e.g. no fill line, riparian buffer zone, floodway, 500-year floodplain, 100-year floodplain, and F-1 zone;

      5. Any proposed or existing easements, e.g. stormwater facility easements, access easements, drainage easements, and TVA easements;

      6. All existing and proposed components of the stormwater system; and

      7. Erosion prevention and sediment control measures.

   b. Other information as required by the Director.

(2) Large residential and commercial development.

   a. Plans showing and identifying:
1. Existing and proposed two-foot contours;
2. Parking lot;
3. Drainage facilities;
4. Cut and fill slopes;
5. All stormwater pipe size, material, slope, and location;
6. Location of all depressed areas;
7. Blue-line streams and any related lines, e.g. no fill line, riparian buffer zone, floodway, 500-year floodplain, 100-year floodplain, and F-1 zone;
8. Any proposed or existing easements, e.g. stormwater facility easements, access easements, drainage easements, and TVA easements;
9. Erosion prevention and sediment control measures;
10. Stormwater basin data, e.g. size, location, slope of bottom, outlet, invert, top elevations, spillway size, and elevation;
11. Catch basin locations and elevations, e.g. top of casting, sump, and invert;
12. Swales, ditches, and their stabilization treatment;
13. Building pad contours and building pad elevations; and
14. Dumpster pad elevations and location.

b. When the site development plan includes a street to be dedicated to the City, a complete set of roadway plans must be submitted including:
1. Profiles, grades, and K-values;
2. Horizontal curvature;
3. Cross sections showing cross slope, limits of construction, clear zones, utility strips, and sidewalks (greenway/pedestrian facilities);
4. Signage plan;
5. Street-lighting fixture types; and
6. Any above-ground fixed objects in the right-of-way.

c. Large residential and commercial development plans that are submitted to the Department of Engineering and that do not include the following items will be rejected and will not be reviewed further until submission standards are met:
1. A stamp and signature from appropriate design professional;
2. Plans sheets and supplemental material such as calculations that are legible (for scanning and reproducing);
3. Constructible designs;
4. All required hydraulic and hydrologic calculations with assumptions;
5. Pre- and post- developed contours;
6. An erosion prevention and sediment control plan;
7. Required retaining wall calculations;
8. The Owner's and, if applicable, Lessee's name, address, and phone number;
9. A vicinity map;
10. The city block number;
11. The parcel ID; and
12. A certified address from the Metropolitan Planning Commission Knoxville-Knox County Planning.

(3) Utilities development.
a. Utilities development requires plans showing the following:
1. The names and addresses of all property owners;
2. The name, address, and contact person of the utility;
3. The name, address, and contact person of the engineering firm;
4. A vicinity map;
5. A graphical scale;
6. The stamp and signature of a registered professional engineer licensed to practice in the state of Tennessee;
7. Total project length in feet;
8. All property lines;
9. Existing easements;
10. Pre- and post- development contours;
11. All water features;
12. All topographic features such as sinkholes;
13. Appropriate delineations, e.g. no-fill line, riparian buffer zone, floodway, and F-1 zone;
14. Appropriate construction details; and
15. An effective erosion prevention and sediment control plan with details adequate for installation and inspection that complies with the TDEC "Erosion and Sediment Control Handbook," Fourth Edition dated August 2012, or the City's BMP Manual, current as of the date of the submission of the plans.

b. The site development permit requirements for any utility entity currently subject to a court order or decree shall be determined by the Department of Engineering.

e. When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development.

(f) An erosion prevention and sediment control plan must be provided as follows:

(1) Small single-family residential development—Requires no erosion prevention and sediment control plan except if the residential development, exclusive of agricultural, gardening, farming, and similar areas of activity, results in disturbance of more than ten thousand (10,000) square feet or as deemed necessary by the Director. When a plan is deemed necessary, the erosion prevention and sediment controls must comply with the TDEC Erosion and Sediment Control Handbook, Fourth Edition, dated August 2012, or the City's BMP Manual, current as of the date of the submission of the plans.

(2) Large residential and commercial development—Requires an erosion prevention and sediment control plan that is stamped by a registered professional engineer, architect, or landscape architect licensed to practice in the state of Tennessee and complies with the TDEC Erosion and Sediment Control Handbook, Fourth Edition, dated August 2012, or the City's BMP Manual, current as of the date of the submission of the plans.

(3) Portions of the erosion prevention and sediment control plan that require hydrology or hydraulic calculations and design shall be prepared and stamped by a registered professional engineer licensed to practice in the state of Tennessee.

(g) When the Department of Engineering has determined the site development plan is approvable, it will send written notification authorizing the installation of the erosion prevention and sediment control measures. When the erosion prevention and sediment control plan has been implemented on site, the appropriate design professional required to stamp the erosion prevention and sediment control portion of the site development permit will provide written notification to the Department of Engineering stating that they have inspected the site and the erosion prevention and sediment controls have been implemented as shown on the approved erosion prevention and sediment control plan. This written notification must be signed and sealed by the appropriate design professional.

(h) Stormwater facilities documentation.

(1) An easement is required for proposed stormwater facilities. The easements can be dedicated by either Declaration Document or plat. The Declaration Document or plat shall locate, establish, and define an easement around each facility. The Covenants shall be referenced on the Declaration Document or plat.
(2) In order to provide access to stormwater facilities for personnel, vehicles, and equipment, the property owner or lessee will provide traversable access from a public street to the stormwater facility. Access rights may be granted by either Declaration Document or plat in strict accord with the plan and any conditions required by the Department of Engineering.

(3) A stormwater facility required to comply with a SPAP may not require an easement. Covenants are still required.

(i) Before any residential lot(s) in a platted subdivision may be transferred, the engineer of record must sign and seal a letter stating that all supporting stormwater and street infrastructure and grading has been completed for the subject lot(s), or the development certification may be submitted to and approved by the Department of Engineering. Failure to comply with this requirement may result in any combination the following:

1. Revocation of the surety bond, cashier’s check, or letter of credit thereby revoking the ability to obtain permits;
2. Cancellation of permits on properties; and
3. Implementation of all available legal remedies.

(j) A surety bond, cashier’s check, or letter of credit must be provided as follows:

1. A performance and indemnity agreement is required prior to the issuance of a site development permit for rough grading or site development when there is a potential for runoff to adversely impact public rights-of-way or other property, when sites drain into sinkholes, or when the site is used for a borrow pit. The performance and indemnity agreement shall be guaranteed in the form of a cashier’s check, a letter of credit, or a surety bond.

2. A performance and indemnity agreement is required for large residential development when there is a potential for runoff to adversely impact public rights-of-way or other property, when sites drain into sinkholes, when the site is used for a borrow pit, a stormwater basin is required, or there is construction of a joint permanent easement, private right-of-way, or public road. The performance and indemnity agreement shall be guaranteed in the form of a cashier’s check, a letter of credit, or a surety bond. The actual amount is based on a remediation and completion estimate as determined by the Department of Engineering, with a minimum amount of fifty thousand dollars ($50,000.00).

3. A performance and indemnity agreement is required for commercial development when there is a potential for runoff to adversely impact public rights-of-way or other property, when sites drain into sinkholes, when the site is used for a borrow pit, a stormwater basin is required, or there is construction of a joint permanent easement, private right-of-way, or public road. The amount is based on the project cost estimate that includes roadway facilities, drainage facilities, and erosion prevention and sediment control remediation. The performance and indemnity agreement shall be guaranteed in the form of a cashier’s check, a letter of credit, or a surety bond. The actual amount is based on a remediation and completion estimate as determined by the Department of Engineering, with a minimum amount of ten thousand dollars ($10,000.00).

4. A surety bond, cashier’s check, or letter of credit is not required for small single-family residential development except when deemed necessary by the Director based on site conditions and the adverse impact on downstream conditions or other properties.

5. The Director may refuse brokers or financial institutions the right to provide a surety bond, cashier’s check, or letter of credit based on past performance, ratings of the financial institution, or other appropriate sources of reference information.

(k) Prior to the release of a bond, a development certification must be completed.

1. The development certification shall show that the as-built field conditions have been field verified and comply with the approved plans.

2. The development certification must be stamped by the appropriate design professional required to stamp the original site development permit as stated in section 22.5-27.c. A
registered land surveyor licensed to practice in the state of Tennessee must also stamp certifications that include a survey drawing.


Section 22.5-28. Temporary emergency exemption.
In extreme circumstances, when a delay in construction may cause significant property damage or loss of life, the Director may grant a temporary exemption from a site development permit. Specific instances may include a sinkhole opening up which threatens homes or personal safety or a failure of a storm system where the flooding could cause property damage or loss of life. This exemption is limited to work specific to resolving the dangerous situation(s). Any approval for work granted under this emergency exemption must be issued in writing and approved by the Director. After the emergency has been resolved, a site development permit must be obtained for the emergency work and any additional proposed work. This should be accomplished through the standard review process. This temporary emergency exemption does not provide immunity from any of the design criteria of this ordinance.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-29. Fees.
(a) When a site development plan review is required, the following fee schedule applies and will be required upon the submittal of the plans.
(1) Site development plans review fees (based on disturbed area):
   
   Small single-family residential: ........................................... $ 0.00
   Less than one (1) acre: ....................................................... $ 150.00
   One (1) acre to five (5) acres: .................................. $ 150.00 + $ 20.00/acre (acres 1–5)
   More than five (5) acres: .............................................. $ 250.00 + $ 10.00/acre (acres 6+)
   Subdivisions with one (1) to fifty (50) lots: ...................... $ 150.00 + $12.00/lot (lots 1–50)
   Subdivisions with fifty-one (51) lots or more: ............... $ 750.00 + $8.00/lot (lots 51+)

   The plans review fee for Site Development Plans includes the initial submittal and two (2) resubmittals. Beginning with the third (3rd)-fourth resubmittal, an additional plans review fee of one hundred dollars ($100.00) is due for each resubmittal.

(b) When a site development permit is required, the following fee schedule applies and will be required before the issuance of the permit.
(1) Site development permits without a bond:
   a. Small single-family residential: ........................................... $ 10.00
   b. All other projects: ........................................................... $ 50.00

(2) Site development permits with a bond (based on disturbed area):
   a. Less than one (1) acre: .................................................. $ 350.00 $ 375.00
   b. One (1) acre or more: .................................................. $ 350.00 $ 375.00 + $15.00/acre

(3) Site development permits with subdivisions:
   a. One (1) to four (4) lots: ................................................ $ 150.00 + $10.00/lot (lots 1–4)
   b. Five (5) to fifty (50) lots: .............................................. $ 350.00 + $20.00/lot (lots 1–50)
   c. Fifty-one (51) lots or more: ........................................... $ 1,350.00 + $5.00/lot (lots 51+)

(4)(3) Site development permits for utilities (except for utility entities currently subject to a court order or decree, the fees for which shall be determined by the Department of Engineering):
   a. Maintenance: $15.00 per 20 square yards plus $0.50 per each additional square yard.
   b. Construction: $1.00 per linear foot of conduit (e.g., pipe, cable, wire, fiber optics) with a $200.00 minimum.

(c) The fee for a site development permit issued after site development has begun without a permit shall be ten (10) times the standard fee.
(d) A site development permit is valid for one (1) year. A permit may be renewed before it expires at no additional cost. Once a permit expires, the appropriate permitting fee shall be charged for the renewal.

(e) If an individual-separate permits for any combination of grading, erosion prevention and sediment control, and/or drainage is requested, the appropriate permitting and review fee will be charged for each permit.

(f) The cost to review each special pollution abatement permit (SPAP) application shall be two hundred dollars ($200.00). Reapplication prior to the expiration date of the permit may be eligible for a fifty (50) percent review fee reduction.

(g) When a final plat review is required, the following fee schedule applies and will be required before approval:

1. Administrative plat: ............................................................. $ 80.00
2. Exempt subdivision and corrected plats: ....................................... $ 70.00
3. All other plats:
   a. One (1) to fifty (50) lots: .................................................. $ 100 + $10.00/lot
   b. Fifty-one (51) or more lots: ............................................. $ 600 + $6.00/lot (lots 51+)
   c. Declaration Document: ...................................................... $ 150.00

(h) Mathematical closure checks of property and easement boundaries are performed for all subdivision plat submittals. Exempt plats requiring inclusion on the ward map, and declaration documents that are submitted for review within the City of Knoxville. A $100.00 fee will be assessed on the third submittal and all subsequent submittals, thereafter, for which a misclosure is noted.

(i) The fee for the approval of a promissory letter committing to record a plat or declaration document within forty-five (45) days shall be five hundred dollars ($500.00). A fifteen (15) day extension of this time frame to record a plat shall be an additional two-hundred dollar ($200.00) fee.

(j) A fee of five hundred dollars ($500.00) will be required prior to the acceptance of the promissory letter committing to execute the covenants within a 45-day grace period. A fee of two hundred dollars ($200.00) will be required for the consideration of a 15-day extension.

(k) Whenever a construction general permit is required, the following fee schedules apply:

1. The following fees shall be charged for general construction application and will be required before the issuance of the permit:
   a. Equal to or greater than one (1) acre but less than five (5) acres, two hundred fifty dollars ($250.00).
   b. Equal to or greater than five (5) acres but less than twenty (20) acres, one thousand dollars ($1,000.00).
   c. Equal to or greater than twenty (20) acres but less than fifty (50) acres, three thousand dollars ($3,000.00).
   d. Equal to or greater than fifty (50) acres but less than one hundred fifty (150) acres, six thousand dollars ($6,000.00).
   e. Equal to or greater than one hundred fifty (150) acres, ten thousand dollars ($10,000.00).

2. For all construction general permits issued on or after January 1, 2018, the following permit maintenance fees shall be charged on an annual basis for all construction activities that exceed one (1) year under general permit coverage and shall be collected prior to the renewal of the site development permit:
   a. Fee Schedule
      1. Equal to or greater than one (1) acre but less than five (5) acres, one hundred twenty-five dollars ($125.00).
      2. Equal to or greater than five (5) acres but less than twenty (20) acres, five hundred dollars ($500.00).
      3. Equal to or greater than twenty (20) acres but less than fifty (50) acres, one thousand dollars ($1,000.00).
      4. Equal to or greater than fifty (50) acres but less than one hundred fifty (150) acres,
two thousand dollars ($2,000.00).

5. Equal to or greater than one hundred fifty (150) acres, three thousand seven hundred fifty dollars ($3,750.00).

b. If the permit maintenance fees are not paid on an annual basis, as required, they may be collected, in full, prior to the approval of the development certification or collected from the bond prior to its release.

(4)(l) All fees and charges collected under the provisions of this section shall inure exclusively to the use and benefit of the Department of Engineering for operations associated with stormwater related activities. The excess of revenues less operating costs may be transferred to the general fund for general operations.


Section 22.5-30. Reserved.

Section 22.5-31. Design standards for detention and/or retention basins.

(a) The calculated peak flow rate of stormwater runoff resulting from a 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storm shall be no greater after site development of the site than that which would result from a 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storm on the same site prior to site development.

(b) Adequate attention must be given to safety and sanitation in the design of any detention or retention facility. This includes, but is not limited to, a minimum of two (2) percent slope in the bottom of all stormwater basins, a minimum of 3:1 (H:V) or flatter side slopes or with used for traversable access to the basin’s bottom and side slopes for maintenance, proposed contours should reflect fifteen (15) percent additional area for each two-foot contour of the stormwater basin based on the appropriately sized basin for the 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms, a minimum of four thousand five hundred (4,500) cubic feet of storage volume, and a minimum of one (1) foot of freeboard from the highest water surface elevation for the largest required design storm to the top of the berm before the fifteen (15) percent additional volume is added. An exception can be made to the minimum slope requirement in the bottom of the basin if the first flush requirement is not managed in the quantity detention basin and the basin invert is finished in concrete.

(c) When stormwater pretreatment is utilized to treat the first flush prior to discharging water into a stormwater basin, the basin is not to require a 15% additional volume as required by section 22.5-31(b).

(d) The plans shall include sufficient design information to show that the facility will operate as required. This design shall include the predevelopment and postdevelopment peak flow discharges, volumes of stormwater runoff based on the proposed site development, as well as all necessary computations used to determine the reduced peak flow rates for the design storms. The capacity of the facility shall be sufficient to control the volume of stormwater runoff resulting from 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms within the peak flow requirements stated in this subsection.

(e) Discharge from the stormwater basins shall be routed to a ditch, channel, or stormwater facility of adequate capacity. Calculations showing the capacity of the receiving stormwater facility and its capability to convey a 10-year frequency storm shall be provided. If the receiving stormwater facility is incapable of conveying a 10-year frequency storm, calculations showing the capacity of the receiving stormwater facility and its capability to convey a 2-year frequency storm shall also be provided. These calculations will show how the flow is routed through the second existing street or alley crossing, a blue-line stream, interstate right-of-way, State or local government project where drainage improvements were made from 1985 to present, or off-site existing stormwater detention basin, whichever is closest. The Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to correctly sizing and installing offsite conveyance.
facilities or other stormwater management solutions required to reduce the adverse impact of the proposed development on other properties or the development.


Section 22.5-32. Requirements for developments draining to a sinkhole.

(a) Site development on property that includes a sinkhole will require copies of the appropriate permits from the Tennessee Department of Environment and Conservation (TDEC) prior to site development approval. After review of the state permit, the Director may require additional information related to structural integrity and flood protection. If the proposed development does not require TDEC approval, a letter from TDEC shall be submitted prior to the issuing of a site development permit, stating that a TDEC permit is not required.

(b) For site development or redevelopment projects requiring attenuation or retention of the 1-year, 2-year, 5-year, 10-year, 25-year, and a 100-year frequency storms with sinkholes entirely on site, calculations shall be provided showing that 100-year frequency storm will not flood any structures assuming plugged conditions (zero (0) cfs outflow) for the sinkhole. These calculations must include the entire contributing watershed for the sinkhole. An easement is required around the sinkhole to include an area that is a minimum of extending to the greater of five (5) feet horizontally outside the 100-year water surface elevation, or one (1) foot above the 100-year water surface elevation.

(c) For site development or redevelopment projects requiring attenuation or retention of the 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms with sinkholes partially on site, calculations must be provided showing that there will not be a rise in water surface elevations between the 100-year predeveloped and the 100-year postdeveloped frequency storm assuming plugged conditions (zero (0) cfs outflow) for the sinkhole. An easement is required at a minimum of five (5) feet horizontally outside the 100-year water surface elevation on the section of the sinkhole located on the developed property. A rise in the 100-year water surface elevation is allowable when no structures will be flooded and all parties with ownership of the sinkhole agree in writing to allow the rise. In this case, an easement is required around the sinkhole to include an area that is a minimum of extending to the greater of five (5) feet horizontally outside the 100-year water surface elevation or one (1) foot above the 100-year water surface elevation.

(d) Stormwater retention is required for site developments that meet the requirements for stormwater attenuation and are located in one of the following critical watersheds:
   (1) Ten Mile Creek;
   (2) Harrell Hills watershed (near Cranberry Dr., Clairmont Dr., and Gaines Rd.);
   (3) Prosser Road area;
   (4) Pamela Ln.;
   (5) All areas draining to a sinkhole;
   (6) Any area of known flooding where deemed necessary by the Director.

The retention basin shall be designed so that the overflow in the 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms must meet the predeveloped discharges in addition to retaining the difference in the predeveloped and postdeveloped 100-year frequency storm. In basins or sub-basins where there is a documented historical draw down time for the sinkhole or region being drained to, it may be acceptable for a detention basin to be used instead of retention. For detention to be approvable, the draw down time of the detention basin must be a minimum of six (6) days.

(e) When existing or documented flooding problems are present, the Director has authority to condition the approval of a permit upon the compliance with additional requirements, including but not limited to detention, conveyance facilities, or other stormwater management solutions required to reduce the adverse impact of the proposed development on the public right-of-way, other properties, or on the subject development.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)
(a) All hydrologic and hydraulic computations utilized in the design of stormwater detention facilities must be prepared by a registered professional engineer licensed to practice in the State of Tennessee.

(b) The required hydrologic and hydraulic computations shall be in accordance with NRCS (formerly known as the SCS) unit hydrograph procedures using AMC II curve numbers and type II rainfall distribution or other criteria that the Director shall establish based on scientific and engineering information. All postdeveloped conditions must be routed at appropriately small time intervals through the stormwater basin using computer models that are widely accepted among engineering professionals. The BMP Manual contains accepted methods and procedures. Other methods may be approved by the Director in the design of curb inlets and small pipe systems when the final result is verified by a SCS method.


Section 22.5-34. Covenant requirements for stormwater facilities.

(a) Property owners and lessees are responsible for maintaining stormwater facilities located on their property.

(b) Prior to the issuance of a site development permit, the property owner shall execute a legal document entitled "Covenants for Permanent Maintenance of Stormwater Facilities," or the lessee shall execute a legal document entitled "Covenants for Maintenance of Stormwater Facilities on Leased Property" ("the Covenants"). The property owner or the lessee, as the case may be, shall record the Covenants in the office of the Knox County Register of Deeds. The location of the facility, the recorded location of the Covenants document, and a note stating the property owner's or lessee's responsibility shall be shown on a plat, or in the case of a lessee, as an exhibit attached to the lessee's Covenants, that is also recorded in the office of the Knox County Register of Deeds.

(c) The Covenants shall specify minimum maintenance requirements to be performed at necessary intervals by the property owner or lessee, as the case may be.

(d) The Covenants shall grant the City permission to enter the property to inspect any stormwater facility for proper functioning and maintenance.

(e) In limited situations, extenuating circumstances may exist that prevent the timely execution of the covenants by the proper party. After evaluating these circumstances, the Department of Engineering may approve a site development or building permit based on the acceptance of a promissory letter from the owner, prospective buyer, or developer stating their commitment to execute the covenants within a 45-day grace period. A fee will be required prior to the acceptance of the promissory letter. One 15-day extension may be granted for an additional fee. The fees authorized herein shall be the same as the fees for a promissory letter and an extension request in the plat requirement. The terms for the promissory letter and extension shall be at the director's discretion. The Department of Engineering is in no way obligated to accept promissory letters or extensions. On the expiration of the promissory letter or extension, the Department of Engineering may issue a stop work order to suspend all work on the property until the executed covenants document is recorded.

(f) Sediment removal and disposal shall be performed in accordance with all local, state, and federal laws. Guidelines for sediment removal and disposal are given in the City's LDM. The Director may stipulate additional guidelines if deemed necessary for public safety.

Section 22.5-35. Acceptance of streets and stormwater systems within public rights-of-way.
(a) No street or stormwater system shall be dedicated to the City for public use or maintained by the City as a public street until said street and stormwater facilities have been accepted through completion of the development certification process.
(b) The Director shall only approve streets designed by a registered professional engineer licensed to practice in the state of Tennessee. Streets shall be designed according to publications by the American Association of State Highway and Transportation Officials (AASHTO). The design speed for local streets in residential subdivisions shall be twenty-five (25) miles per hour, unless the Director deems a different design speed appropriate. Additionally, stormwater systems and streets, including pedestrian facilities, must conform to the City standard specifications and the City construction standards.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-36. First flush requirements for stormwater basins.
(a) The requirements of this section shall not apply to those developments built or approved before June 20, 1997.
(b) All stormwater basins that are required under section 22.5-23. shall be built to manage first flush water quality. The standard management method shall be to collect the first flush or the first four thousand five hundred (4,500) cubic feet, whichever is greater, of stormwater runoff in a vegetated basin and release that runoff over a minimum twenty-four-hour and a maximum of a seventy-two-hour period. The Director may approve other methods of managing first flush water quality including:
   (1) Proprietary BMPs may be considered based on full-scale testing, maintenance protocols, etc.
   (2) Other designed BMPs based on their merit.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-37. Requirements for special pollution abatement permits.
(a) Specific land uses, hot spots, are known to produce pollutants that are detrimental to water quality and would not be corrected by the standard first flush requirement. A special pollution abatement permit (SPAP) is required to ensure that structural and management best management practices are used to control water quality for these hot spots. Before the approval of structural stormwater treatment devices, the Director may require valid documentation from full-scale testing by an independent third party to verify that the pollutants of concern will be properly controlled. A SPAP will be valid for a period of five (5) years, and must be renewed before expiration. At the time of renewal, any deficiency in the pollution control methods must be corrected. Any development that occurs without a required permit shall be a violation of this chapter of the code.
(b) A SPAP shall be required for the following land hot spots:
   (1) Vehicle, truck, or equipment maintenance, fueling, washing, or storage areas, e.g. automotive dealerships, automotive repair shops, and car wash facilities;
   (2) Any development containing more than four hundred (400) surface parking spaces or one hundred twenty thousand (120,000) square feet or more of surface parking area;
   (3) Recycling and salvage yard facilities;
   (4) Restaurants, grocery stores, and other food service facilities;
   (5) Commercial facilities with outside animal housing areas, e.g. animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, and zoos; and
   (6) Other producers of pollutants identified by the Director.
(c) A SPAP may be required for a specific site due to operational failure, spills, or illicit discharges.
(d) Technical requirements for the SPAP shall be based on the current BMP Manual subject to the approval of the Department of Engineering.

(Ord. No. O-139-04, § 1, 8-17-04; O-281-2017, § 12-05-17)
Section 22.5-38. Additional permits required.

Additional permits may be required from various state and federal agencies before a site development permit will be issued by the City.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-39. National Pollutant Discharge Elimination System permits.

(a) Any person who holds an individual National Pollutant Discharge Elimination System (NPDES) permit shall provide a copy of such permit to the Director no later than sixty (60) calendar days after issuance or renewal of the permit. The permit holder shall also provide copies of all discharge monitoring reports required by the permit for any discharge to the stormwater system upon request.

(b) Any person who holds an NPDES general permit or multi-sector permit (as distinct and different from an individual permit) shall provide either a copy of such permit or the permit number assigned to them by TDEC to the Director no later than sixty (60) calendar days after issuance of the permit.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-40. Riparian buffer zone.

Riparian buffer zones (RBZ) exist within and adjacent to regulated waters (waters). The City regulates the RBZ to comply with federal mandates, protect stream water quality, and to reduce flood insurance rates.

(a) The RBZ is measured horizontally from the top of bank, extending perpendicular from each bank for the length of the water body. The top of bank is the uppermost limit of the active channel, typically indicated by a change in bank slope from steep to gentle slope. If the top of bank cannot be determined from the change of slope or if there is a dispute in the determination, the top of bank can be determined by submitting approved engineering calculations that determine the width of the stream resulting from the 2-year frequency storm. The width of the RBZ will vary, depending on all of the following criteria:

1. If a floodway profile, as part of the flood insurance study, has been adopted for the waters, the RBZ width must be equal to or greater than the width of the floodway at all points.

2. Waters with a drainage area of less than one (1) square mile will require a minimum RBZ width of thirty (30) feet.

3. Waters with a drainage area of one (1) square mile or more will require a minimum RBZ width of sixty (60) feet. The sixty-foot width of the RBZ can be established on an average width basis for a project, as long as the minimum width of the RBZ is at least thirty (30) feet at any measured location. If RBZ averaging is used, a plat must be recorded showing the limits of the RBZ.

4. Waters that are contained within a culvert do not require an RBZ. This exception does not apply to proposed roadway or proposed driveway crossing waters.

5. RBZ widths apply where culverts are removed from waters.

6. The Director may approve alternate RBZ widths for special circumstances (e.g., existing land uses or existing physical conditions) that conflict with the requirements in sections 22.5-40.a.1. through 5.

7. Mitigation must be shown on a recorded plat.

(b) Use of RBZs.

1. Acceptable uses of the RBZ may include: yards, picnic areas, walking trails, greenways, landscaped areas, wildlife habitat, primitive areas, roadway and sidewalk stream crossings, or other similar uses approved by the Director.

2. Specifically prohibited uses include, but are not limited to, parking lots, dumpster storage, material storage, grease-bin storage, vehicle storage or maintenance, animal lots or kennels, or other uses known to contribute pollutants to waterways.
(c) **Protection of RBZs.**
   (1) It is prohibited to disturb an RBZ except when restoring the stream or stream banks, creating or restoring the RBZ, removing/eradicating invasive vegetation, replanting with native vegetation, or when constructing a permitted allowable disturbance.
   (2) All slopes adjacent to waters shall be left in a stabilized condition. No actively eroding, bare, or unstable banks shall remain unless TDEC has determined there is no better alternative (i.e. detrimental to endangered species). Placement of riprap and other hard armor is only allowed when bioengineering alternatives are not technologically feasible.

(d) **Allowable disturbances of RBZs.**
   (1) The Director may allow new driveways, road crossings, or foundations and columns across or through an RBZ on a case-by-case basis. It must be demonstrated that the encroachment is necessary and that the RBZ will not be impacted excessively. In these cases, the driveway, road crossing, or foundation and columns shall be constructed with careful attention to protecting trees and vegetation and minimizing site grading.
   (2) Approved mitigation is required for removal, encroachment, or disturbances to the RBZ.
   (3) **Utility crossings.**
      a. Utilities within the RBZ are not exempt from RBZ requirements or mitigation.
      b. All utilities within the RBZ must be subsurface or overhead.
      c. Planting plans must be consistent with guidelines in the LDM.
   (4) Installing a new or replacing an existing culvert, pipe, or bridge across waters.
      a. Maintain a natural stream bottom to the maximum extent practicable.
      b. Culverts, pipes, and bridges must span the baseflow channel.
      c. Minimize the length of culverts, pipes, and bridges.
      d. All crossings must be as close to perpendicular to the flow path as possible.

(e) **RBZ enhancement, including RBZ creation, may be required if an RBZ does not exist, when an RBZ has excessive invasive vegetation, or if the RBZ contains significant areas of unhealthy, diseased, or dead vegetation. Information on RBZ enhancements can be found in the LDM.**


**Sections 22.5-41-49. Reserved.**

**ARTICLE III. ILLICIT CONNECTIONS AND ILLEGAL DUMPING**

**Section 22.5-50. Findings of fact.**

The City council finds that the uncontrolled discharge of pollutants to the stormwater system has an adverse impact upon the water quality of the receiving waters.

(a) The 1987 amendments to the Federal Water Pollution Control Act, commonly known as the Clean Water Act, established the National Pollutant Discharge Elimination System (NPDES) program, which requires permits for discharges from stormwater systems into waters of the United States. The Environmental Protection Agency (EPA) has promulgated regulations implementing the NPDES program.

(b) The NPDES regulations for stormwater discharges require certain municipalities, including the City, to:
   (1) Control through ordinance, permit, contract, order, or similar means the contribution of pollutants to municipal stormwater systems by stormwater discharges associated with industrial activity and the quality of stormwater discharged from sites of industrial activity;
   (2) Prohibit through ordinance, order, or similar means illicit discharges to the stormwater system;
   (3) Control through ordinance, order, or similar means discharges to the stormwater system of spills, dumping or disposal of materials other than stormwater;
   (4) Require compliance with conditions in ordinances, permits, contracts, or orders; and
(5) Carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with permit conditions, including the prohibition of illicit discharges to the stormwater system.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-51. Objectives.
This chapter is adopted as part of the City’s stormwater management program in order to prevent certain non-stormwater discharges to and improper disposal of substances in the stormwater system, as to reduce, to the maximum extent practicable, pollutants that may be present in discharges from the stormwater system.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-52. Prohibitions.

(a) No person shall:

(1) Connect, or allow to be connected, any sanitary sewer to the stormwater system, including any sanitary sewer connected to the stormwater system as of the date of adoption of this chapter.

(2) Cause or allow an illicit discharge to the stormwater system, or any component thereof, or onto driveways, sidewalks, parking lots, sinkholes, creek banks, or other areas draining to the stormwater system. Illicit discharges include, but are not limited to:

a. Sewage discharges or overflows, including sanitary sewer overflows (SSOs);

b. Discharges of wash water resulting from the hosing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities;

c. Discharges resulting from the cleaning, repair, or maintenance of any type of equipment, machinery, or facility including motor vehicles, concrete-related equipment, and portable toilet servicing;

d. Discharges of wash water from mobile operations such as mobile automobile washing, steam cleaning, power washing, carpet cleaning;

e. Discharges of wash water from the cleaning or hosing of impervious surfaces in industrial and commercial areas including parking lots, streets, sidewalks, driveways, patios, plazas, work yards, outdoor eating or drinking areas;

f. Discharges from material storage areas of runoff containing chemicals, fuels, grease, oil, or other hazardous materials;

g. Discharges of pool or fountain water containing chlorine, biocide, salt, or other chemicals or discharges of pool or fountain filter backwash water;

h. Discharges of sediment or construction-related wastes;

i. Discharges of food-related wastes, e.g., grease, fish processing, restaurant kitchen mat and trash bin wash water; and

j. Discharge of liquid or solid waste from dumpsters, trash bins, oil or grease holding tanks, or other refuse and recycling enclosures.

(3) Connect, or allow to be connected, any interior floor drain to the stormwater system, including drains in parking garages (except for the upper garage level exposed to open air), basements, etc.

(b) Subject to the provisions of section 22.5-52.c., the following discharges shall not be in violation of this chapter:

(1) Water line flushing;

(2) Landscape irrigation;

(3) Diverted stream flows;

(4) Rising groundwater;

(5) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm drains;
(6) Uncontaminated pumped ground water;
(7) Discharges from potable water sources;
(8) Air conditioning condensation;
(9) Irrigation waters;
(10) Springs;
(11) Uncontaminated water from crawl space pumps;
(12) Footing drains;
(13) Lawn watering;
(14) Individual residential car washing;
(15) Flows from riparian habitats and wetlands;
(16) Dechlorinated or desalinated swimming pool discharges;
(17) Incidental street wash water from street cleaning equipment designed for cleaning paved surfaces and limiting waste discharges;
(18) Discharges or flows from firefighting activities;
(19) Street deicing for public safety; or
(20) Any activity authorized by a valid NPDES permit.

(c) If the Director finds that any activity, including but not limited to any of the activities listed in section 22.5-52.b., are found to cause or may cause sewage, industrial wastes, or other wastes to be discharged into the stormwater system, the Director shall notify the person performing such activities and shall order that such activities be stopped or conducted in such a manner as to avoid the discharge of sewage, industrial wastes, or other wastes into the stormwater system. The Director may require a stormwater pollution prevention plan to ensure that the activity can be conducted without causing further discharge of pollution to the stormwater system.


Section 22.5-53. Notification of spills and illicit discharges.
As soon as any person has knowledge of any spills or illicit discharges to the stormwater system in violation of this chapter, such person shall immediately notify the Director of this discharge. If such person is directly or indirectly responsible for such discharge or responsible for the operation of the system or business, then such person shall also take immediate action to ensure the containment and cleanup of such spill or illicit discharge and shall confirm such notification with a written report to the Director within three (3) calendar days. At a minimum, the written report shall include:
(a) Date and time of the discharge;
(b) Location of the discharge;
(c) Material or substance discharged;
(d) Duration and rate of flow;
(e) Total volume discharged;
(f) Total volume recovered;
(g) Cause or reason for the discharge;
(h) Remediation and containment action taken;
(i) Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) for the discharged material;
(j) Action taken to prevent further discharges; and
(k) Description of any environmental impact.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)

Section 22.5-54. Requirements for monitoring.
The Director may require any person engaging in any activity or owning any property, building, or facility, including but not limited to a site of industrial activity, to undertake such reasonable monitoring of any discharge(s) to the stormwater system operated by the City and to furnish periodic detailed reports of such discharges.

(Ord. No. O-139-04, § 1, 8-17-04; Ord. No. O-281-2017, § 12-05-17)
Sections 22.5-55-60. Reserved.

ARTICLE IV PROPERTY OWNER MAINTENANCE REQUIREMENTS FOR THE STORMWATER SYSTEM.

Section 22.5-61. Title of article.
This article may be known as the Stormwater System Maintenance Ordinance (SSMO).
(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-62. Declaration of a nuisance.
(a) To cause or allow a reduction in flow, capacity, storage, or other critical function of any component of the stormwater system due to damage, deterioration, blockage, etc., when the reduction causes or may cause a flooding hazard in the public right-of-way or require right-of-way closure for public safety, is hereby declared to be a nuisance.
(b) To cause or allow a reduction of the designed flow attenuation, storage capacity, performance, or inlet/outlet control of any detention, retention, infiltration, treatment, or other stormwater facility is hereby declared to be a nuisance.
(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-63. Prohibition.
Property owners and lessees are responsible for maintaining stormwater facilities located on their property. It shall be unlawful for any property owner to cause or allow a nuisance for any component of the stormwater system located on private property.
(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-64. Notice to correct conditions.
(a) Upon the failure of any property owner to maintain the stormwater system to prevent the nuisance as described in this article, the Director may serve notice to the property owner ordering the person to remediate the nuisance.
(b) Notice may be served by any of the following methods and is effective as noted:
   (1) Personally delivered to the owner, lessee, occupant, or person having control of such property. Notice occurs on the date such delivery is made;
   (2) Mailed to the last known address of such owner, lessee, occupant, or person having control of such property by first class, United States mail. Notice occurs three (3) days after the notice is deposited in the mail, properly addressed, and with sufficient postage to carry it to its destination; or
   (3) Posting the notice on the property on which such conditions described in section 22.5-62 exist. Notice occurs on the date the notice is posted.
(c) Service of notice by any of the methods set out in section 22.5-64.b. shall be due notice within the meaning of this article, provided, however, that no owner out of possession shall be liable to the penalty imposed by section 22.5-8. of this chapter unless there shall be personal service of such notice upon such owner or such notice mailed to such owner by first class, United States mail, as provided in this section.
(d) The notice required under this section shall state that the property owner is entitled to a hearing. The notice shall be written in plain language and shall also include, at a minimum, the following elements:
   (1) A brief statement of this article, which shall contain the consequences of failing to remedy the noted condition;
   (2) The person, office, address, and telephone number of the department or person giving notice;
(3) A description of the violation, including the minimum measures required to remedy the violation, and the deadline(s) to complete; and
(4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to make the request within the time specified in this article shall, without exception, constitute a waiver of the right to a hearing.

(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-65. Appeals.
(a) Appeals for violations of Article IV are not heard by the Board of Environmental Appeals and are covered under the process outlined under this section.
(b) Any property owner having control of the property aggrieved by the determination and order under this article may appeal administratively to the Department of Engineering within thirty (30) days from the date of service of the notice. Such appeal shall be taken by filing with the Department of Engineering a notice of appeal stating in brief and concise form the grounds therefore. The Department of Engineering shall hear and determine such appeal as promptly as practicable, but within thirty (30) calendar days of the filing of the appeal, except upon written application for an extension of time by the appellant, who shall recite reasons satisfactory to the Department of Engineering before such extension may be granted. The Department of Engineering shall have the power to affirm, reverse, or modify the order of the inspector. The Department of Engineering’s decision, together with the reasons therefore, shall be in writing and maintained as a public record. Any property owner, having control of property who fails, refuses, or neglects to comply with the order of the inspector, as modified by the Department of Engineering, shall be in violation of the provisions of this article. Appeals of the decision of the Department of Engineering shall be provided by law in cases of certiorari.

(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-66. Failure to correct conditions; abatement by city; cost recovery.
(a) If the property owner fails to remedy such conditions within the prescribed time, unless an appeal is made, the Department of Engineering may take such action as is necessary to remedy the conditions and abate the nuisance. If City resources, employees or equipment are used to abate the nuisance, the City shall determine the reasonable cost of the required inspections, recorded examinations, notifications, complaint response, and movement of employees and equipment to and from the site in establishing a base charge, to which additional charges for equipment and employee operating time shall be added to establish the total cost to be billed to the owner. Upon failure of the owner to remit to the City the amount of such charge within sixty (60) days from the date of such notice, a ten (10) percent penalty shall be added, and the total amount of the bill and the penalty shall be certified by the City and shall constitute a lien upon the property for which the expenditure is made.
(b) The Director of Finance shall:
   (1) Certify the cost to the City Tax Collector, who shall place the cost upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the City’s taxes are collected; and
   (2) Note the lien in favor of the City and against the affected property by filing a lien against the property in the office of the Register of Deeds for the County in the same manner as other liens are required to be filed.
(c) The lien granted by this section may be enforced at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.
(d) No collection of costs may proceed against the owner of an owner-occupied residential property, including the filing of the liens referenced in section 22.5-66.b., until cumulative charges for remediation equal or exceed five hundred dollars ($500.00).
(e) In addition to the foregoing provisions, any person violating any of the provisions of this article shall be liable for a civil penalty not to exceed fifty dollars ($50.00) and the repayment of administrative costs incident to the correction of the municipal violation up to four hundred dollars ($400.00). Each day any violation of this Code or of any ordinance shall constitute a separate offense for which the person in violation shall be liable.

(f) The lien granted by this section shall be extinguished upon the payment to the City of all amounts owing hereunder, upon a finding that the lien was placed in error, or by operation of law.

(Ord. No. O-281-2017, § 12-05-17)

Section 22.5-67. Special conditions.
For any nuisance that may impede emergency response or causes an immediate threat to the health and safety of the general public, the Director may shorten the owner abatement period set forth in this article which may include immediate action by the City or their designated representative, with the owner being charged for the abatement per section 22.5-66.

(Ord. No. O-281-2017, § 12-05-17)

Sections 22.5-68-70. Reserved.
AGENDA SUMMARY  An Ordinance to amend Chapter 20, Article III, Sections 20-52 and 20-61 of the Knoxville City Code, relative to smoking on the grounds of City-owned playgrounds.

COUNCIL DISTRICT(S) AFFECTED

All

BACKGROUND

In March 2020, Governor Lee signed into law Public Chapter 529, authorizing local governments to prohibit smoking on the grounds of indoor and outdoor facilities intended for recreation by children and owned by local governments.

Amended definitions pursuant to the State of Tennessee Public Chapter No.529, March 10, 2020:

Amending Section 20-52. - Definitions (City of Knoxville Municipal Code)

Playground means an indoor or outdoor facility that is intended for recreation of children and owned by the city.

Smoking means the burning of any tobacco product, hemp product, or any other drug or substance. "Smoking" does not include the use of a vapor product.

Amending Section 20-61. - Behavior or Conduct (City of Knoxville Municipal Code)

(b) As defined in section 20-52, smoking is prohibited on the grounds of any playground.

OPTIONS

Approve or Deny

RECOMMENDATION

Approve

ESTIMATED PROJECT SCHEDULE

N/A

Updated: 9/25/2020 2:06 PM
PRIOR ACTION/REVIEW

N/A

FISCAL INFORMATION The permissive one-time increase in local government expenditures is estimated to exceed $4,750.00 (95 playgrounds x 2 minimum signs x $25 per sign) for publicizing these changes at City Playgrounds. Funds to purchase signage will come from Parks and Recreation's FY20/21 general fund budget.

AIS prepared by: Angie Davidson, Parks and Recreation Administrative Supervisor. 865-215-1716

ATTACHMENTS:

- Ordinance- City Code Chapter 20, Article III, Section 20-52 and 61- No Smoking in Playgrounds (DOC)
- State of TN Public Charter 0529  (PDF)
- Summary of Bill 0009  (PDF)

RESULT:  APPROVED ON FIRST READING [UNANIMOUS] Next: 10/20/2020 6:00 PM

MOVER:        Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER:     Lauren Rider, Fourth District
AYES:         Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
ORDINANCE


WHEREAS, TENN. CODE ANN. § 11-24-103 empowers a municipality to adopt ordinances to operate and maintain parks and recreation facilities; and

WHEREAS, on March 10, 2020, Governor Lee signed into law Public Chapter 529, authorizing local governments to prohibit smoking on the grounds of indoor and outdoor facilities intended for recreation by children and owned by the local government by a two-thirds vote of their legislative bodies; and

WHEREAS, the Council of the City of Knoxville has determined that it is in the public interest, safety and welfare of the City of Knoxville that Chapter 20, Article III, Sections 20-52 and Section 20-61 of the Knoxville City Code be amended to adopt the prohibition on smoking on the grounds of its playgrounds, as defined in TENN. CODE ANN. § 39-17-1551.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: Chapter 20, Article 111, § 20-52 of the Knoxville City Code is hereby amended by adding the following definitions:

*Playground* means an indoor or outdoor facility that is intended for recreation of children and owned by the city.

*Smoking* means the burning of a tobacco product, hemp product, or any other drug or substance. “Smoking” does not include the use of a vapor product.

SECTION 2: Chapter 20, Article III, Section 20-61 of the Knoxville City Code is hereby amended designating the existing language as subsection (a) and by addition the following language as a new subsection (b):

(b) As the terms are defined in section 20-52, smoking is prohibited on the grounds of any playground.

SECTION 3: This Ordinance shall take effect from and after its passage by a two-thirds vote of the Council, the public welfare requiring it.

__________________________________________
Presiding Officer of the Council

__________________________________________
City Recorder
AN ACT to amend Tennessee Code Annotated, Title 39, Chapter 17, relative to the regulation of products containing nicotine.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 39-17-1551, is amended by adding the following as a new subsection:

(e)(1) Notwithstanding subsection (a) or any other provision of this title, a local government may prohibit smoking on the grounds of a playground by adopting a resolution or ordinance approved by a two-thirds (2/3) vote of the legislative body of the local government.

(2) As used in this subsection (e):

(A) "Playground" means an indoor or outdoor facility that is intended for recreation of children and owned by the local government; and

(B) "Smoking" means the burning of a tobacco product, hemp product, or any other drug or substance. "Smoking" does not include the use of a vapor product.

SECTION 2. This act shall take effect July 1, 2019, the public welfare requiring it.
SENATE BILL NO. 9

PASSED: February 27, 2020

RANDY McNALLY
SPEAKER OF THE SENATE

CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 10th day of March 2020

BILL LEE, GOVERNOR
SUMMARY OF BILL: Authorizes certain local governments to prohibit smoking on locally owned and operated playgrounds after passage of an ordinance.

ESTIMATED FISCAL IMPACT:

Increase Local Expenditures – Exceeds $4,800/One-Time/Permissive

Assumptions:

- The provisions of the legislation are permissive and only apply to approximately 95 locally owned and operated playgrounds within Knox County, Knoxville, and Farragut.
- Any vote required of the local legislative body will be conducted at a regularly scheduled meeting.
- Pursuant to Tenn. Code Ann. § 39-17-1805(a), signage must be placed clearly and conspicuously at every entrance to a public location where smoking is prohibited.
- The local government owning and operating the playground will be responsible for costs associated with erecting such signage.
- Signs are estimated to cost an average of $25 per sign.
- Ordinances will be passed prohibiting smoking on all applicable public playgrounds and a minimum of two signs will be erected indicating the prohibition.
- Any fine revenue collected by local governments as a result of violations of the prohibition is estimated to be not significant.
- The permissive one-time increase in local government expenditures is estimated to exceed $4,750 (95 playgrounds x 2 minimum signs x $25 per sign).

IMPACT TO COMMERCE:

Increase Business Revenue – Exceeds $4,800/One-Time

Assumption:

- Applicable local government entities will purchase the required signage from private business; therefore, there will be an increase in business revenue estimated to exceed $4,800. No significant impact to jobs will occur as a result of this legislation.
CERTIFICATION:

The information contained herein is true and correct to the best of my knowledge.

Krista Lee Carsner, Executive Director
AGENDA SUMMARY: An Ordinance to amend several articles of the Knoxville City Code, Appendix B, Zoning Code, to address transition rules associated with previously approved planned districts, City of Knoxville, Applicant. (Planning Commission Approved 14-0) (File No. 4-A-20-OA) (All districts)

COUNCIL DISTRICT(S) AFFECTED: The proposed ordinance amendments affect all Council Districts.

BACKGROUND: This item was originally heard at Planning Commission’s April 2020 meeting and recommended certain amendments for approval to City Council. City Council postponed consideration of the item on May 5, 2020, May 19, 2020 and again on June 2, 2020 pending a Council workshop on the agenda item. That workshop was held on July 9, 2020 to review the purpose of the transition rules found in Section 1.4.G, Appendix B of the Knoxville City Code. At its July 28, 2020 meeting, the Knoxville City Council adopted a motion to refer this agenda item back to the Planning Commission for its reconsideration.

Planning and City staff took feedback from the Council workshop as well as community members into consideration when re-evaluating the proposed amendments. Based on this feedback and internal analysis, additional changes were identified to clarify how previously approved planned districts would be reviewed under the new zoning code.

Unlike the April proposal, former commercial planned districts will remain in effect per Article 1.4G. However, these former planned districts will be subject to the special use approval procedures, formerly called use on review, and not the new Planned Development procedures created as part of the new zoning ordinance. They will be mapped with (C) to identify them as a previously approved planned district.

The intent of these amendments is to ensure the review of these previously approved planned district properties is consistent with the process under which they were originally approved.

Planning staff recommends approval of the draft amendments to Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2, and 16.2 to address transition rules associated with previously approved planned districts.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended
approval of the draft Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.2 to address transition rules associated with previously approved planned districts, by a vote of 14-0.

**ESTIMATED PROJECT SCHEDULE:** N/A

**PRIOR ACTION/REVIEW**

Planning Commission Meeting 9/10/2020 Published ad on 8/23/2020
Knoxville City Council 10/6/2020 Published ad on 9/18/2020

**FISCAL INFORMATION:** N/A

**ATTACHMENTS:**
- ORD- Articles 1.4, 3.1, 14.1, 14.2 and 16.2 (File No. 4-A-20-OA) final (DOCX)
- 4-A-20-OA_pkg (PDF)

**RESULT:** APPROVED FIRST READING AMENDED [UNANIMOUS] Next:
10/20/2020 6:00 PM

**MOVER:** Gwen McKenzie, Vice-Mayor, Sixth District

**SECONDER:** Lauren Rider, Fourth District

**AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
WHEREAS, the City of Knoxville requested approval of minor amendments to the City of Knoxville Zoning Code to Articles 1.4, 3.1, 14.1, 14.2 and 16.2. to provide additional clarity; and

WHEREAS, this item was originally heard at Planning Commission’s April 2020 meeting, when a prior proposal was recommended for City Council approval; and

WHEREAS, City Council postponed consideration of the item on May 5, 2020, on May 19, 2020, and again on June 2, 2020 pending a City Council workshop on the item; and

WHEREAS, the workshop was held on July 9, 2020 to review the purpose of the transition rules found in Section 1.4.G, Appendix B of the Knoxville City Code; and

WHEREAS, at its July 28, 2020 meeting, City Council adopted a motion to refer this item back to the Planning Commission for further consideration; and

WHEREAS, Planning Staff took feedback from the Council workshop as well as community members into consideration when re-evaluating the proposed amendments; and
WHEREAS, based on this feedback and internal analysis, additional changes were identified to clarify how previously approved planned districts would be reviewed under the new Zoning Code; and

WHEREAS, unlike the April proposal, former commercial planned districts will remain in effect per Article 1.4G; however, these former planned districts will be subject to the special use approval procedures, formerly called use on review, and not the new Planned Development procedures created as part of the new zoning ordinance and will be mapped with (C) to identify them as a previously approved planned district; and

WHEREAS, the intent of these amendments is to ensure that the review of these previously approved planned district properties is consistent with the process under which they were originally approved; and

WHEREAS, the Planning Commission Staff recommends the adoption of the amendments to Articles 1.4, 3.1, 14.1, 14.2 and 16.2 of the Zoning Code, as indicated on Attachment A in the attached Collective Exhibit 1; and

WHEREAS, at its meeting on September 10, 2020, the Planning Commission recommended that the Council of the City of Knoxville adopt these amendments to the Knoxville City Code to provide additional clarity for how previously approved planned districts will be reviewed under the new zoning code, as more fully described in the Planning Commission file attached hereto as Collective Exhibit 1; and

WHEREAS, notice of the Planning Commission hearing of the proposed amendment was published in the Knoxville News Sentinel on August 23, 2020 and notice of the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020; and

WHEREAS, at its meeting on October 6, 2020, the Council of the City of Knoxville amended Attachment A of Collective Exhibit 1.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Knoxville City Code, Appendix B, Articles 1.4, 3.1, 14.1, 14.2 and 16.2. are hereby amended as shown on Attachment A of Collective Exhibit 1 attached hereto and made a part hereof by reference.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission File No. 4-A-20-OA, including Attachment A, and with all appendices, an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020, and public notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 5: This Ordinance shall take effect from and after its passage, the welfare of the City requiring it.

____________________________
Presiding Officer of the Council

____________________________
City Recorder
MEMORANDUM

Date: August 29, 2020
To: Planning Commission
From: Amy Brooks AICP, Interim Executive Director
On behalf of: City of Knoxville, Plans Review and Inspections
Subject: 4-A-20-OA, Agenda Item # 33

Background
This item was originally heard at Planning Commission’s April 2020 meeting and recommended for approval to City Council. City Council postponed consideration of the item on May 5, 2020, May 19, 2020 and again on June 2, 2020 pending a Council workshop on the agenda item. That workshop was held on July 9, 2020 to review the purpose of the transition rules found in Section 1.4.G, Appendix B of the Knoxville City Code. At its July 28, 2020 meeting, the Knoxville City Council adopted a motion to refer this agenda item back to the Planning Commission for its reconsideration.

Planning and City staff took feedback from the Council workshop as well as community members into consideration when re-evaluating the proposed amendments. Based on this feedback and internal analysis, additional changes were identified to clarify how previously approved planned districts would be reviewed under the new zoning code.

Unlike what was proposed in April, former commercial planned districts will remain in effect per Article 1.4G. However, these former planned districts will be subject to the special use approval procedures, formally called use on review, and not the new Planned Development procedures created as part of the new zoning ordinance. They will be mapped with (C) to identify them as a previously approved planned district.

The intent of these amendments is to ensure the review of these previously approved planned district properties is consistent with the process under which they were originally approved.

Staff Recommendation
Planning staff recommends approval of the draft amendments to Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2, and 16.2 to address transition rules associated with previously approved planned districts.

If you have any questions, comments, or would like additional information, please feel free to contact me by email at amy.brooks@knoxplannning.org or by phone at 215-4001.

Exhibit 1: City of Knoxville memo
Exhibit 2: Proposed amendments to Articles 1.4, 3.1, 14.1, 14.2, and 16.2
MEMORANDUM

DATE: August 31, 2020

TO: Planning Commission & City Council

FROM: Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

RE: Transition Rules for Previously Approved Planned Districts

Background

Under the prior City Zoning Code, property owners could apply to have their properties zoned under a Planned District. Often, conditions would be placed on the property during the process. Under the new City Zoning Code, which went into effect on January 1, 2020, previously approved Planned Districts remained in place and subject to all plans, regulations, and/or conditions of their approval.

Initially, City staff proposed the removal of certain Planned Districts from the transition rules of Article 1.4 because the updated development standards in the new Zoning Code have made many of these Planned Districts obsolete. However, during a City Council workshop on July 9, 2020, City Council expressed concern about this proposal because of the lack of public input during the process.

Proposed Amendment

City staff drafted the attached proposal to provide additional clarification, address Council's concern, and avoid unnecessary barriers to quality development in Knoxville. If adopted, all Planned Districts will remain in effect and subject to the plans, regulations, and/or conditions of their initial approval. Planned Districts will be designated with a "(C)" on the official zoning map.

The proposed amendment allows a clear path forward in the event that a property owner wants to remove the Planned District designation and requirements entirely, or to modify those requirements. Under the proposal, these requests will follow the Special Use review process, which includes the opportunity for the public to express support or opposition to the property owner's application.
If the request is to make a modification, the Knoxville-Knox County Planning Commission (the "Planning Commission") will approve, approve with conditions, or deny the application. However, if the request is to remove the Planned District designation and requirements, the Planning Commission will recommend to City Council that the application be approved or denied. City Council will hold a public hearing and make a final decision.

**Public Process**

By requiring applications to modify or remove Planned District requirements to follow the Special Use review process, the public will be notified in three ways. First, the public will be notified by publication in the *Knoxville News Sentinel* at least 15 days before the Planning Commission reviews the item at their normal monthly meeting. Additionally, written notice of the application will be sent to every property owner within 200 feet of the property, and these notices will be mailed at least 12 days before the Planning Commission meeting. Finally, a sign will be posted at the subject property at least 12 days before the Planning Commission meeting. Those who sign up to receive email updates from Knoxville-Knox County Planning will also receive notice of the items on the agenda for the monthly Planning Commission meetings.

Members of the public will have an opportunity to speak in favor of, or opposition to, an application to modify or remove the Planned District requirements at the monthly Planning Commission meeting. If the application is to remove the Planned District requirements, the Planning Commission’s recommendation will be sent to City Council for approval or denial at another hearing, which will provide additional opportunities for public review and input.

**Recommendation**

City staff supports the adoption of the attached proposed amendment.

Sincerely,

[Signature]

Stephanie Welch
Chief of Economic and Community Development Officer
Deputy to the Mayor

**Attachments**

Proposed language, Articles 1.4, 3.1, 14.1, 14.2, and 16.2
Changes proposed to:

Article 1.4.
Article 3.1.
Article 14.1 and 14.2.
Article 16.2.

ARTICLE 1 – TITLE, PURPOSE, AND APPLICABILITY

1.4 - TRANSITION RULES

[...] G. Previously Approved Planned Districts

1. As of the effective date of this Code, all previously approved planned districts of RP-1, RP-2, RP-3, PC-1, PC-2, SC-1, SC-2, SC-3, I-1, BP-1, TND-1, and TC-1 remain in effect and are subject to all plans, regulations, and/or conditions of their approval.

2. These developments are subject to the Planned Development (PD) amendment and/or development approval procedures, as applicable, of this Code.

3. For the purposes of the Zoning Map, existing planned districts may be indicated as planned developments (PD).

2. For the purposes of the Zoning Map, previously approved planned districts will be designated with a “(C)”.

3. Any changes to a previously approved planned district, or request to remove the planned district designation from a property shall be made through the Special Use process in Article 16.2.

[...]

(Ord. No. O-38-2020, § 1, 2-25-20; Ord. No. O-87-2020, § 1, 5-19-20)

ARTICLE 3 – ZONING DISTRICTS AND ZONING MAP

3.1 - ZONING DISTRICTS

In order to carry out the purpose and intent of this Code, the City is divided into the following zoning districts:

A. Residential Districts

[...]

B. Commercial and Office Districts

[...]

C. Industrial Districts

[...]

D. Form-Based Code Districts
E. SPECIAL PURPOSE AND OVERLAY DISTRICTS

- AG Agricultural Zoning District
- INST Institutional Zoning District
- OS Parks and Open Space Zoning District
- NA Natural Areas Zoning District
- H Historic Overlay Zoning District
- NC Neighborhood Conservation Overlay Zoning District
- IH Infill Housing Overlay Zoning District
- TO-1 Technology Park Overlay Zoning District
- HP Hillside Protection Overlay Zoning District
- F Floodplain Overlay Zoning District

(C) PLANNED DISTRICTS UNDER ARTICLE 1.4.G.

ARTICLE 14 – CODE ADMINISTRATORS

14.1 - CITY COUNCIL POWERS

The City Council has the following specific powers pursuant to this Code:

A. To make final decisions on zoning text and map amendment applications.
B. To make final decisions on preliminary plans of planned development applications.
C. To hear appeals on decisions of the Knoxville-Knox County Planning Commission and the Board of Zoning Appeals.
D. To make final decisions on requests to remove a previously approved planned district designation from the official map and all associated plans, regulations, and conditions from a property.

14.2 - KNOXVILLE-KNOX COUNTY PLANNING COMMISSION POWERS

The Knoxville-Knox County Planning Commission has the following powers pursuant to this Code:

A. To make recommendations to the City Council on zoning text and map amendment applications.
B. To make final decisions on special use applications, including requests to modify the requirements of any plans and/or conditions placed on properties during the special use review process except as applicable under Article 16.2.D.3.
C. **To make final decisions on special use applications for previously approved planned districts, to modify or remove the requirements of any plans or conditions placed on the properties.**

D. To hear appeals on decisions of the Design Review Board.

E. To hear appeals on decisions of the Infill Housing Review Committee.

F. To make recommendations to the City Council on preliminary plans for planned development applications and final decisions on final plans for planned development.

G. In addition, Knoxville-Knox County Planning staff will make final decisions on site plan review applications as follows:
   1. Site plan review applications in the EN District.
   2. Site plan review applications for townhouse and multi-family dwellings in the RN-4 District per Section 4.2.B.2.

H. **To make recommendations to the City Council on requests to remove a previously approved planned district designation from a property on the zoning map, and thereby removing the previously approved planned district status, including removing all requirements of any plans or conditions.**

**ARTICLE 16 – ZONING APPLICATIONS**

16.2 - SPECIAL USE REVIEW

A. **Purpose**

This Code is based upon the division of the City into districts. Within each district the use of land and structures are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, are potentially incompatible with existing development, or because the effects of such uses cannot be foreseen.

B. **Initiation**

1. A property owner in the City, or his/her designee, may file an application to use his/her land for one or more of the special uses authorized within the zoning district. A property owner may only propose a special use for property under his/her control.

2. **For the purpose of this section, special use applications include requests for previously approved planned district properties to modify and/or remove requirements of any plans or conditions placed on properties, or requests to remove the planned district designation from the zoning map.**

C. **Authorization**

The Knoxville-Knox County Planning Commission will take formal action on special use applications.

D. **Procedure**

An application for a special use must be filed with the Knoxville-Knox County Planning staff. An application. Once it is determined that the application is complete, the staff will schedule the application for consideration by the Knoxville-Knox County Planning Commission.
1. Upon receipt of a complete application, the Knoxville-Knox County Planning Commission will consider the special use at a public hearing.

2. The Knoxville-Knox County Planning Commission must evaluate the application based upon the evidence presented at the public hearing, pursuant to the approval standards of this section. Except as provided in 16.2.D.3 below, the Knoxville-Knox County Planning Commission must either approve, approve with conditions, or deny the special use application.

3. Applications to remove the planned district designation from the zoning map are subject to review by the Planning Commission, which shall recommend that the City Council approve or deny the application.

4. The City Council will hold a public hearing on the application following receipt of the Knoxville-Knox County Planning Commission recommendation. The City Council must approve or deny the application. If approved, the zoning district standards shall apply.

E. Conditions

1. Conditions placed upon the special use related to the physical development of the site must be shown on the site plan. A statement must be submitted with the site plan indicating any conditions placed upon the operation of the special use.

2. Prior to final approval of the special use by the Knoxville-Knox County Planning Commission, the proposed conditions must be sent to City staff and Knoxville-Knox County Planning staff for review and recommendation. The Knoxville-Knox County Planning Commission may approve the special use with conditions after receipt of the staff recommendation.

3. A revised site plan showing all required conditions must be submitted prior to issuance of a building permit and/or required licenses.

F. Standards

1. The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Code. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed. The proposed special use must meet all of the following criteria which Knoxville-Knox County Planning will support with documented findings.

2. The Knoxville-Knox County Planning Commission, in the exercise of its administrative judgment, will be guided by adopted plans and policies, including the General Plan and the One-Year Plan, and by the following general standards:
   a. The use is consistent with adopted plans and polices, including the General Plan and the One-Year Plan.
   b. The use is in harmony with the general purpose and intent of this Zoning Code.
   c. The use is compatible with the character of the neighborhood where it is proposed, and with the size and location of buildings in the vicinity.
   d. The use will not significantly injure the value of adjacent property or by noise, lights, fumes, odors, vibration, traffic, congestion, or other impacts detract from the immediate environment.
e. The use is not of a nature or so located as to draw substantial additional traffic through residential streets.

f. The nature of development in the surrounding area is not such as to pose a potential hazard to the proposed use or to create an undesirable environment for the proposed use.

G. **Requests for Modifications to Approved Special Uses**

1. Any modifications to the conditions of approval for a previously approved special use must be resubmitted as a new special use application.

2. **Any modifications to the conditions of development within a previously approved planned district must be submitted as a new special use application following the procedure in D.1 and D.2. of this Article.**

H. **Appeals**

Anyone aggrieved by a final determination of the Knoxville-Knox County Planning Commission may file an appeal in accordance with Section 16.12.
Memorandum

To: Amy Brooks, Interim Executive Director
   Knoxville-Knox County Planning Commission

From: Will Johnson, City Recorder

Date: August 4, 2020

Re: File No. 4-A-20-OA

At its July 28, 2020 meeting, the Knoxville City Council adopted a motion to refer this ordinance to the Planning Commission for its consideration.

Please let me know if you require additional information.
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

### Item No. 1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

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<td>Ms. Karyn Adams</td>
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<td>Mr. Scott Smith</td>
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<td>Mr. Patrick Phillips, Vice-Chair</td>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

### Item No. 33. CITY OF KNOXVILLE 4-A-20-OA

Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.2 to address transition rules associated with previously approved planned districts.

1. **STAFF RECOMMENDATION**
   
   APPROVE the draft amendments to Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2, and 16.2 to address transition rules associated with previously approved planned districts.

2. **MOTION (KORBELIK) AND SECOND (S. SMITH) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.**

A roll call vote was taken.

**MOTION CARRIED UNANIMOUSLY 14-0. APPROVED**
Carlene Malone <carlene.malone@gmail.com>

Fri, Sep 4, 2020 at 12:39 PM

Please see attached.
Thank you.
Carlene Malone, 865-687-8148

"To abandon facts is to abandon freedom...If nothing is true, then all is spectacle. The biggest wallet pays for the most blinding lights."
[-Timothy Snyder, On Tyranny]

This message was directed to commission@knoxplanning.org

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2 attachments

TRANSITION--SHORT INTRO.docx
21K

Transition Rule--Sept. pc draft.docx
145K
MEMO

TO: Planning Commissioners, Amy Brooks, Interim Executive Director, Stephanie Welch, City Administration
FROM: Carlene Malone
DATE: 9-4-20

RE: 9-10-20, PC Meeting, Item No. 33, File No. 4-A-20-OA, Transition Rules

Dear Commissioners:

Please amend the Transition Rules, 1.4. G., so that the Use on Review process, not the Special Use process, continues to be followed when reviewing changes, revisions, and modifications to plans and/or conditions placed on previously approved planned districts.

I have attached Requested Changes to the draft ordinance language that would be necessary in order to accomplish this.

To be clear, I am in full agreement with using the Special Use Review process to remove the previously approved status from specific properties.

HISTORY: As you know, all planned districts (RP-1, PC-1, SC-1, etc.) in the former City Zoning were deleted with the adoption of the new (Recode) City Zoning Ordinance. At the request of the public, the Transition Rules, Article 1.4. G., regarding previously approved planned districts, were included in the Recode Ordinance to provide continuity for the existing planned districts.

I greatly appreciate the improvements made to the earlier drafts of the changes proposed to Transition Rules, Article 1.4. G, regarding previously approved planned districts. However, for reasons provided below, I remained convinced that the Use on Review process, not the Special Use review process, should continue to be followed when reviewing changes,
revisions, and modifications to plans and/or conditions placed on previously approved planned districts.

**REASONS:**

- The "Use on Review" process was in place when each of the previously approved properties was zoned to a planned district and it was the process used to review and approve the Development Plans for the planned districts.

- The provisions of the "Use on Review" process were written specifically for the review of Development Plans in planned districts. The "Special Use" review process does not include the review of "Development Plans". It focuses on the review of uses only.

- The "Use on Review" process is an integral part of each previously-approved planned district. Clear language specific to the review and approval process of Development Plans is included in the pre-Recode zoning ordinance for each planned district, including **Section 3.1**, Planned Residential (RP-1, 2, 3); **Section 3.2**, Shopping Center-1 (SC-1); **Section 3.3**, Shopping Center-2 and 3 (SC-2, 3); **Section 3.4**, Planned Commercial-1 (PC-1); **Section 3.5**, Planned Commercial-2 (PC-2); **Section 3.9**, Industrial-1 (I-1); **Section 3.10**, Business and Technology Park-1,(BP-1); **Section 3.11**, Traditional Neighborhood District-1, (TND-1); **Section 3.12**, Town Center-1 (TC-1).

Please see two examples provided below for Planned Residential and Traditional Neighborhood Districts.

Continuing to apply the "Use on Review process" rather than the "Special Use process" to changes, revisions, modifications to plans and/or conditions placed on previously approved planned districts only, would make clear that all of the "Administrative Procedures..." for each of the previously approved planned districts remain in effect. It is important to all parties that the "Administration Procedures..." be clear. (Please see
the examples below, especially Sec. G. 2 and I. 2. This applies to all of the previously approved planned districts).

QUESTIONS:
1. Planned Residential Development: Do sections G. 2. a., b., c., d., continue to apply under "Special Use review" rather than "Use on Review"?

Do sections G. 3, G. 4, G. 5 and G. 6, continue to apply?

2. Traditional Neighborhood Districts: Do I. 2. a., b., c., d., continue to apply under "Special Use review" rather than "Use on Review"?

Do sections I. 3., I. 4., I. 5., I. 6., I. 7., continue to apply?

• Substituting the "Special Use" process for the "Use on Review" process establishes a piecemeal approach to regulating the previously-approved planned district. It would require that some sections of a previously-approved planned district's ordinance be applied, while other sections of the same ordinance not be applied. (See examples below.)

• The "Use on Review" process remains today the process used by the Planning Commission to review Development Plans for planned districts in Knox County, outside the City. The process is still in use and is familiar to developers.

Thank you for considering this request.

Yours truly,

Carlene V. Malone, 865-687-8148

EXAMPLE 1: ARTICLE IV, SECTION 3.1, G., PLANNED RESIDENTIAL DEVELOPMENT

NOTE: Article VII, Section 5 refers to Use on Review.
"G. Administrative procedure for a planned residential development.

1. The planning commission may recommend establishment of an RP-1, RP-2, or RP-3 district or an application may be made to the planning commission for rezoning to RP-1, RP-2, or RP-3 in accordance with the regulations set forth in article VII, section 6, of this ordinance.

2. No building permit shall be issued for development of any property within an RP-1, RP-2, or RP-3 district until a written application for review and approval of the development plan has been filed with the planning commission. Said application shall be made in conformity with article VII, section 5, of this ordinance and shall be accompanied by the following information:
   a. The application must be accompanied by an overall development plan showing the use or uses, dimensions and locations of proposed streets, parks, playgrounds, school sites, and other open spaces, with such other pertinent information as may be necessary to determine the contemplated arrangement or use which makes it desirable to apply regulations and requirements different from those ordinarily applicable under this ordinance.
   b. Where several buildings are to be constructed, architectural sketches and data should be provided to insure an aesthetically acceptable design for all buildings.
   c. Application for an apartment development shall include a general architectural layout and design showing the number and size of apartments, the location and extent of public facilities, and a description of the type of construction.
   d. The proposed development plan shall be prepared by a recognized architect, landscape architect, or engineer.

3. The planning commission shall renew the proposed development and may give approval, request modification, or reject the proposed development:
   a. The planning commission shall review the conformity of proposed development recognizing principles of civic design, land use planning and landscape architecture.
   b. The planning commission may impose conditions regarding layout, circulation and performance of the proposed development, and may require that appropriate deed restriction be filed.
   c. The tract or parcel of land involved must be either in one (1) ownership or the subject of an application filed jointly by the owners of all the property included or filed by any governmental agency.
   d. The proposed development must be designed to produce an environment of stable and desirable character not out of harmony with its surrounding neighborhood, and must provide standards of open space and areas for parking adequate for the occupancy proposed. It must include provisions for recreation areas to meet the needs of the anticipated population.
   e. No building permit shall be issued until the development plan is approved by the planning commission. No occupancy permit shall be issued until the building inspector has determined that the project as constructed meets all the requirements of the approved plan.

4. Minor revisions or adjustments to the structural footprints of approved development plans may be approved by the MPC executive director or designee provided such changes:
   a. Do not alter the basic relationship of the proposed development to adjacent property;
   b. Do not alter the uses permitted;
   c. Do not increase the maximum density;
   d. Do not increase the amount of off-street parking; and
   e. Do not reduce the minimum yards or setbacks.
Such requests shall be accompanied by an amended overall plan which clearly indicates all revisions, additions, and modifications.

5. The planning commission shall approve revisions or deviations that increase intensity of the development, or substantially alters the structural arrangement of the approved development plan that can not meet the above requirements. Such applications shall be made in accordance with article VII, section 5, of this ordinance and shall be accompanied by an amended overall plan which clearly indicates all revisions, additions, and modifications.

6. Applications for variance from approved development plans shall not be considered by the city board of zoning appeals.

EXAMPLE 2: ARTICLE IV, SECTION 3.11, I, TRADITIONAL NEIGHBORHOOD DEVELOPMENT

"I. Administrative procedure for traditional neighborhood development (TND-1) district.

1. The planning commission may recommend establishment of a TND district or an application may be made to the planning commission for rezoning of a TND district in accordance with the regulations set forth in article VII, section 6, of this ordinance.

2. No building permit shall be issued for development of any property within a TND district until development plan has been approved by the planning commission. Said application shall be made in conformity with article VII, section 5 of this ordinance and shall be accompanied by the following information:

a. The application must include an overall development plan showing the land uses, squares, parks, and other open spaces, lighting and the layout of all modes of travel and the features of the natural environment that will be preserved. A phased development plan, outlining the creation of roads, sidewalks, lighting, open space, utility and other infrastructure and the sequence of land development, is required. Prototypical drawings and plans shall be included showing the footprints for the types of residential units and accessory structures, and section and plan views of streets and other modes of travel. Site plans and improvements shall be submitted for the common open space, including buildings, court spaces and other structural improvements which are proposed for parks, squares, greens or plazas. Other pertinent information may be required to determine the contemplated arrangement or use(s) which makes it desirable to apply regulations and requirements different from those ordinarily applicable under this ordinance.

b. Design guidelines: In order to achieve harmonious design throughout the traditional neighborhood development district, architectural design guidelines for the residential, commercial, office, civic and institutional uses shall be submitted to the Planning Commission and used in creating the development. Guidelines shall include: (1) a pattern book, outlining the building types and architectural styles, or (2) an illustrated guidebook, outlining the architectural features of the proposed development, including exterior surfaces, building height and transitions in stories, roof design and roofing material, porch design, window and door design, and (3) guidelines for applicable landscaping, walls and fencing, parking, building locations on lots, and related provisions which are pertinent to the developer's project.

c. The proposed development plan shall be prepared by a recognized architect, planner, landscape architect or urban designer (recognized in this section shall refer to individuals who are licensed, certified or registered to practice their profession). The planning commission may request additional information prepared by a recognized landscape architect, planner, or engineer regarding components of the development plan.

d. To ensure architectural compatibility as the neighborhood develops, a covenant shall be created by the developer, noting that lots will be developed in keeping with the architectural
design guidelines, and that an architect shall be retained to review and make decisions regarding the building plans.

3. The planning commission shall review the proposed development and may give approval, request modification, or reject the proposed development.

   a. The planning commission shall review the conformity of proposed development, recognizing principles of traditional neighborhood development, urban design, land use planning and landscape architecture. The planning commission publication, "Traditional Neighborhood Development Principles," may be used in evaluating TND proposals. New Urbanism: Comprehensive Report and Best Practices Guide (3rd or subsequent editions) may also be used in evaluating proposals.

   b. The planning commission may impose conditions regarding layout, circulation, and performance of the proposed development and may require that appropriate deed restrictions be filed.

   c. The tract or parcel of land involved must be either in one (1) ownership or the subject of an application filed jointly by the owners of all the property included or filed by any governmental agency.

   d. The proposed development must be designed to produce an environment of stable and desirable character which is in harmony with surrounding neighborhoods.

   e. No building permit shall be issued until the development plan is approved by the planning commission. No occupancy permit shall be issued until the building inspector has determined that the project as constructed meets all the requirements of the approved plan.

   f. In reviewing the development plan, the planning commission may:

      1. Approve setbacks that are greater than those outlined in subsection D (area regulations), should the commission find that topographic or other physical limitation inhibits compliance with the setback requirements;

      2. Approve smaller setbacks and lot sizes in view of innovative design (recognized in the planning commission's TND guidelines or New Urbanism: Comprehensive Report and Best Practices Guide, published by New Urban News, or subsequent publications that the commission recognizes to guide TND design review), provided that an equal or greater amount of open space, such as a court yard, green or common, is provided adjacent to the smaller lots (the calculation of this open space is the total of differences between the minimum lot size four thousand (4,000) and the proposed lot sizes).

4. No substantial revision or deviation from the approved development plan shall be made without prior approval of the planning commission. MPC staff may approve minor changes, including the location of buildings in relation to the area regulations if the change is in keeping with the intent of the design guidelines or other documents submitted with the development plan.

5. The planning commission may approve revisions to an approved development plan upon written application for review and approval. Such application shall be made in accordance with article VII, section 5, of this ordinance and shall be accompanied by an amended overall plan which clearly indicates all revisions, additions, and modifications.

6. The planning commission staff shall be responsible for the administration of the design section 20. guidelines.

7. Application for review and approval of WCF shall be subject to the provisions of article V, section 20.
Changes proposed to:

Article 1.4.
Article 3.1.
Article 14.1 and 14.2.
Article 16.2.

ARTICLE 1 – TITLE, PURPOSE, AND APPLICABILITY

1.4 - TRANSITION RULES

G. Previously Approved Planned Districts

1. As of the effective date of this Code, all previously approved planned districts of RP-1, RP-2, RP-3, PC-1, PC-2, SC-1, SC-2, SC-3, I-1, BP-1, TND-1, and TC-1 remain in effect and are subject to all plans, regulations, and/or conditions of their approval.

2. These developments are subject to the Planned Development (PD) amendment and/or development approval procedures, as applicable, of this Code.

3. For the purposes of the Zoning Map, existing planned districts may be indicated as planned developments (PD).

2. For the purposes of the Zoning Map, previously approved planned districts will be designated with a “(C)”.

3. Any changes to a previously approved planned district, or request to remove the planned district designation from a property shall be made through the Special Use process in Article 16.2.

(Ord. No. O-38-2020, § 1, 2-25-20; Ord. No. O-87-2020, § 1, 5-19-20)

ARTICLE 3 – ZONING DISTRICTS AND ZONING MAP

3.1 - ZONING DISTRICTS

In order to carry out the purpose and intent of this Code, the City is divided into the following zoning districts:

A. Residential Districts

B. Commercial and Office Districts

C. Industrial Districts
D. Form-Based Code Districts

[...]

E. Special Purpose and Overlay Districts

AG Agricultural Zoning District
INST Institutional Zoning District
OS Parks and Open Space Zoning District
NA Natural Areas Zoning District
H Historic Overlay Zoning District
NC Neighborhood Conservation Overlay Zoning District
IH Infill Housing Overlay Zoning District
TO-1 Technology Park Overlay Zoning District
HP Hillside Protection Overlay Zoning District
F Floodplain Overlay Zoning District

(C) Planned Districts under Article 1.4.G.

ARTICLE 14 – CODE ADMINISTRATORS

14.1 - CITY COUNCIL POWERS

The City Council has the following specific powers pursuant to this Code:
A. To make final decisions on zoning text and map amendment applications.
B. To make final decisions on preliminary plans of planned development applications.
C. To hear appeals on decisions of the Knoxville-Knox County Planning Commission and the Board of Zoning Appeals.
D. To make final decisions on requests to remove a previously approved planned district designation from the official map and all associated plans, regulations, and conditions from a property.

14.2 - KNOXVILLE-KNOX COUNTY PLANNING COMMISSION POWERS

The Knoxville-Knox County Planning Commission has the following powers pursuant to this Code:
A. To make recommendations to the City Council on zoning text and map amendment applications.
B. To make final decisions on special use applications, including requests to modify the requirements of any plans and/or conditions placed on properties during the special use review process except as applicable under Article 16.2.D.3.

C. To make final decisions on special use applications for previously approved planned districts, to modify or remove the requirements of any plans or conditions placed on the properties.

D. To hear appeals on decisions of the Design Review Board.

E. To hear appeals on decisions of the Infill Housing Review Committee.

F. To make recommendations to the City Council on preliminary plans for planned development applications and final decisions on final plans for planned development.

G. In addition, Knoxville-Knox County Planning staff will make final decisions on site plan review applications as follows:
   1. Site plan review applications in the EN District.
   2. Site plan review applications for townhouse and multi-family dwellings in the RN-4 District per Section 4.2.B.2.

H. To make recommendations to the City Council on requests to remove a previously approved planned district designation from a property on the zoning map, and thereby removing the previously approved planned district status, including removing all requirements of any plans or conditions.

1. REQUESTED CHANGE: ARTICLE 14.2 C. REPLACE IN ITS ENTIRETY WITH:
   "C. TO MAKE FINAL DECISIONS ON USE ON REVIEW APPLICATIONS FOR PREVIOUSLY APPROVED PLANNED DISTRICTS ONLY, TO MODIFY OR REMOVE THE REQUIREMENTS OF ANY PLANS OR CONDITIONS PLACED ON THE PROPERTIES."

ARTICLE 16 – ZONING APPLICATIONS

16.2 - SPECIAL USE REVIEW

A. Purpose

This Code is based upon the division of the City into districts. Within each district the use of land and structures are substantially uniform. It is recognized, however, that there are certain uses which, because of their unique characteristics, are potentially incompatible with existing development, or because the effects of such uses cannot be foreseen. B. Initiation

1. A property owner in the City, or his/her designee, may file an application to use his/her land for one or more of the special uses authorized within the zoning district. A property owner may only propose a special use for property under his/her control.
2. **For the purpose of this section, special use applications include requests for previously approved planned district properties to modify and/or remove requirements of any plans or conditions placed on properties, or requests to remove the planned district designation from the zoning map.**

2. **REQUESTED CHANGE: ARTICLE 16.2., A. 2., REPLACE IN ITS ENTIRETY WITH:**

"2. FOR THE PURPOSE OF THIS SECTION, SPECIAL USE APPLICATIONS INCLUDE REQUESTS TO REMOVE THE PLANNED DISTRICT DESIGNATION FROM A SPECIFIC PREVIOUSLY APPROVED PLANNED DISTRICT PROPERTY AND TO REMOVE THE PLANNED DISTRICT DESIGNATION FROM THE ZONING MAP."

"REQUESTS TO MODIFY AND/OR REMOVE REQUIREMENTS OF ANY PLANS OR CONDITIONS PLACED ON PREVIOUSLY APPROVED PLANNED DISTRICTS ONLY, SHALL USE THE USE ON REVIEW PROCESS AS SPECIFIED IN EACH PREVIOUSLY APPROVED PLANNED DISTRICT."

C. **Authorization**

The Knoxville-Knox County Planning Commission will take formal action on special use applications.

D. **Procedure**

An application for a special use must be filed with the Knoxville-Knox County Planning staff. An application. Once it is determined that the application is complete, the staff will schedule the application for consideration by the Knoxville-Knox County Planning Commission.

1. Upon receipt of a complete application, the Knoxville-Knox County Planning Commission will consider the special use at a public hearing.

2. The Knoxville-Knox County Planning Commission must evaluate the application based upon the evidence presented at the public hearing, pursuant to the approval standards of this section. **Except as provided in 16.2.D.3 below,** the Knoxville-Knox County Planning Commission must either approve, approve with conditions, or deny the special use application.

3. **Applications to remove the planned district designation from the zoning map are subject to review by the Planning Commission, which shall recommend that the City Council approve or deny the application.**

4. **The City Council will hold a public hearing on the application following receipt of the Knoxville-Knox County Planning Commission recommendation. The City Council must approve or deny the application. If approved, the zoning district standards shall apply.**
E. Conditions

1. Conditions placed upon the special use related to the physical development of the site must be shown on the site plan. A statement must be submitted with the site plan indicating any conditions placed upon the operation of the special use.

2. Prior to final approval of the special use by the Knoxville-Knox County Planning Commission, the proposed conditions must be sent to City staff and Knoxville-Knox County Planning staff for review and recommendation. The Knoxville-Knox County Planning Commission may approve the special use with conditions after receipt of the staff recommendation.

3. A revised site plan showing all required conditions must be submitted prior to issuance of a building permit and/or required licenses.

F. Standards

1. The listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Code. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed. The proposed special use must meet all of the following criteria which Knoxville-Knox County Planning will support with documented findings.

2. The Knoxville-Knox County Planning Commission, in the exercise of its administrative judgment, will be guided by adopted plans and policies, including the General Plan and the One-Year Plan, and by the following general standards:
   a. The use is consistent with adopted plans and polices, including the General Plan and the One-Year Plan.
   b. The use is in harmony with the general purpose and intent of this Zoning Code.
   c. The use is compatible with the character of the neighborhood where it is proposed, and with the size and location of buildings in the vicinity.
   d. The use will not significantly injure the value of adjacent property or by noise, lights, fumes, odors, vibration, traffic, congestion, or other impacts detract from the immediate environment.
   e. The use is not of a nature or so located as to draw substantial additional traffic through residential streets.
   f. The nature of development in the surrounding area is not such as to pose a potential hazard to the proposed use or to create an undesirable environment for the proposed use.

G. Requests for Modifications to Approved Special Uses

1. Any modifications to the conditions of approval for a previously approved special use must be resubmitted as a new special use application.

2. Any modifications to the conditions of development within a previously approved planned district must be submitted as a new special use application following the procedure in D.1 and D.2. of this Article.
H. Appeals

Anyone aggrieved by a final determination of the Knoxville-Knox County Planning Commission may file an appeal in accordance with Section 16.12.
Director Brooks and Planning Commissioners:

My apologies for the last minute explanation. I just had a chance to watch your Tuesday Agenda Review meeting. As a council member that played a role in sending this back to MPC, I want to send an explanation and comments on Agenda Item #33. I'll do the best I can to remain brief. Four quick points:

- First, a round of thanks to the staff that have re-tooled this much needed amendment after several meetings and a workshop. As much as anyone, I would like to see the transition rules amended and corrected.
- The Transition Rule is necessary to honor previously approved Plans for the previous zoning designations of RP, SC, PC, I, BP, TC, TND that include higher agreed upon standards between neighboring property owners.
- The Transition Rule should be reasonable to apply and clearly refer to the criteria applicable to those zones it is upholding.
- Planned Districts have no correlation to the "new" Planned Development. That's the error we can all agree to correct in the Transition Rule.

When Council considered and passed Recode in 2019, in a commitment to the public, property owners, and their time spent ironing out past agreements, it was important to include Transition rules that honored previously approved Plans for the previous zoning designations of RP, SC, PC, I, BP, TC, TND. These zones were applied to vacant or redeveloping parcels and, at the time, these Planned Districts were a tool to get a higher standard of development in consideration of neighboring properties: a holistic view to include screening, landscaping, loading dock locations, dumpsters, signs or other site negotiations. Prior to Recode, we didn't have a minimum base of standards. Now, we have a minimum set of standards to cover most needs. BUT- it's important to note- those are minimum standards, not a ceiling. Thus the Transition Rules - so important, they are found in Article 1 of the current zoning code (the document formerly known as Recode).

To uphold or remove those approved, sometimes negotiated development approvals, we needed a process. Transition Rules. Unfortunately, what was passed errantly referred anyone needing a change to their previously approved planned district (RP, SC, PC, etc) to follow a new process called 'Planned Development.' That is unnecessary and doesn't meet the need. And, the fact that both use the word 'Planned' in their name has caused immense confusion. Planned Districts have nothing in common with Planned Development. Thus, I will not mention "Planned Development" again in this email (no need to discuss one with the other).

Often, the "Previously Approved Planned District" had agreed upon conditions that the developer and neighboring property owners ironed out (sometimes amicably). Examples as to why the Transition Rules are warranted, higher standards agreed to in approvals:

- https://agenda.knoxmpc.org/packages/1-E-17-UR_pkg.pdf neighbors negated lower sign with development [Culver's Restaurant] (sign code is the minimum standard)
- https://www.kgis.org/CaseSummaries/9-D-19-UR.pdf negotiated condition of 75 foot buffer next to residential zoned neighborhood
- https://agenda.knoxmpc.org/2018/august/8-SC-18-C.pdf 4th City district - neighborhood and developer had extensive meetings to agree to conditions regarding retention pond and density
- Attached PDF - MPC Agenda item 7-M-08-RZ, Council Ordinance 0-181-08 Kroger -Fn City, Developer worked with neighborhood to include many components in current code, and a smaller single sign due to surrounding residential

These agreements are important to the neighboring property owners and a public notice should be required to 'opt out.'

The Transition Rules define the process. The only edit I will now speak to is - clarity of nomenclature. The proposed language in the revisions is unclear in comparing 'Special Use' with the past "Use on Review". It may be acceptable to use the current "Special Use" application form to apply for changes, but can we more clearly state the "Use on Review" procedures detailed in the previous regulations are pertinent?

- old code Appendix B, Article IV, Section 3... Administrative Procedure for a Planned Residential Development detailed for each district.
- https://library.municode.com/tn/knoxville/codes/code_of_ordinances/344548?nodeId=APXBZORE_ARTIVSPDIRE_S3PLDED1
- Use on Review: https://library.municode.com/tn/knoxville/codes/code_of_ordinances/344548?nodeId=APXBZORE_ARTVIIADEN_S5PRCOSUDEPLUSREWISOAWAZODIOVDIOTDIREERPL

On Page 4 for this agenda item, 1.4- Transition Rules, G.1. ..."are subject to all plans, regulations, and/or conditions of their approval.” To make that statement true, we must clearly refer to the Use on Review Administrative procedures that detail criteria for approval. Special Use as detailed in Article 16.2 of the current code is brief and only speaks to ‘Uses.’ The details for Use on Review from the ‘Regulations’ in effect at the time of the plans approval are pertinent to the approved plan. You can’t have one without the other.

Thank you for your time on short notice,

Lauren Rider
Knoxville City Council
4th District
Cell 865-964-3905
ORDINANCE NO: 0-181-08

REQUESTED BY: MPC
PREPARED BY: Law
APPROVED AS TO FORM AND CORRECTNESS: Director of Law
FINANCIAL IMPACT STATEMENT: Director of Finan

APPROVED ON 1ST 08-12-2008
READING:
APPROVED ON 2ND 08-26-2008
READING:
APPROVED AS AN EMERGENCY MEASURE:

MINUTE BOOK 72 PAGE

WHEREAS, the Kroger Co. filed Application No. 7-M-08-RZ with the Metropolitan Planning Commission to have property located on the southwest side of N. Broadway, northeast side of Knox Road, be rezoned from SC-1, Neighborhood Shopping Center District to PC-1, Retail and Office Park District; and

WHEREAS, at its July 10, 2008 meeting, the Metropolitan Planning Commission recommended to Knoxville City Council that the request to change the classification be approved subject to the following two conditions: (1) no clearing,
grading, building demolition, tree removal or other site preparation shall occur at the site until after a Use on Review development plan has been approved by the Metropolitan Planning Commission, and (2) the development plan will be expected to address bicycle and pedestrian access to and within the site, which may include installation of a sidewalk along N. Broadway; and

WHEREAS, a public notice on the hearing of this petition was published in the Knoxville News Sentinel on June 27, 2008, and notice for the City Council meeting on August 12, 2008 was published in the Knoxville News Sentinel on July 18, 2008.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: "The Zoning Ordinance of the City of Knoxville, Tennessee," being Ordinance No. 3369, be and the same is hereby amended, so as to change the classification of property described as being located on the southwest side of N. Broadway, northeast of Knox Road, TAX ID No. 58 K C 007, Fifth District, North City Sector, from SC-1, Neighborhood Shopping Center District to PC-1, Retail and Office Park District, subject to the following two conditions: (1) no clearing, grading, building demolition, tree removal or other site preparation shall occur at the site until after a Use on Review development plan has been approved by the Metropolitan Planning Commission, and (2) the development plan will be expected to address bicycle and pedestrian access to and within the site, which may include installation of a sidewalk along N. Broadway.
SECTION 2: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

(Cindy J. Mitchell)

Presiding Officer of the Council

Recorder
KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
REZONING REPORT

FILE #: 7-M-08-RZ

AGENDA ITEM #: 57

AGENDA DATE: 7/10/2008

APPLICANT: THE KROGER CO.

OWNER(S): BROADWAY LEVCAL LLC

TAX ID NUMBER: 58 K C 007

JURISDICTION: City Council District 5

LOCATION: Southwest side N. Broadway, northeast side Knox Rd.

APPX. SIZE OF TRACT: 7.658 acres

SECTOR PLAN: North City

GROWTH POLICY PLAN: Urban Growth Area (Inside City Limits)

ACCESSIBILITY: Access is via N. Broadway, a five-lane major arterial street within 95' of right of way, or Knox Rd., a minor collector street with 33' of pavement width within 50' of right of way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: First Creek

PRESENT ZONING: SC-1 (Neighborhood Shopping Center)

ZONING REQUESTED: PC-1 (Retail and Office Park)

EXISTING LAND USE: Vacant commercial building (formerly Target)

PROPOSED USE: Kroger food store

EXTENSION OF ZONE: No

HISTORY OF ZONING: A request for C-3 zoning was withdrawn at City Council in 2006. PC-1 zoning had been recommended by staff and approved by MPC. (9-N-06-RZ)

SURROUNDING LAND USE AND ZONING:

North: Bank and parking / C-3 (General Commercial) and SC-1 (Neighborhood Shopping Center)

South: Sonic / SC-1 (Neighborhood Shopping Center)

East: N. Broadway - Houses / R-1 (Low Density Residential)

West: Knox Rd. - Business and church / C-3 (General Commercial) and R-2 (General Residential)

NEIGHBORHOOD CONTEXT: This developed site is located on N. Broadway within the Fountain City commercial area, developed under various commercial zones.

STAFF RECOMMENDATION:

APPROVE PC-1 (Retail & Office Park) zoning, subject to 2 conditions:

1. No clearing, grading, building demolition, tree removal or other site preparation shall occur at the site until after a use on review development plan has been approved by MPC.

2. The development plan will be expected to address bicycle and pedestrian access to and within the site, which may include installation of a sidewalk along N. Broadway.

With the recommended conditions, PC-1 zoning is compatible with surrounding zoning and development, consistent with the sector plan proposal for the site and requires use on review plan approval prior to redevelopment of the site.
COMMMENTS:

This site is currently developed with an 80,000 square foot commercial building (formerly Target) with parking and landscaping. The Kroger Co. is seeking to redevelop the site with a supermarket. The intent is to demolish the old building and build a new one of approximately the same size and on approximately the same building footprint. The applicant has provided staff with a preliminary site plan and proposed building elevations for the project. Reduced copies of these documents are attached.

NEED AND JUSTIFICATION FOR THE PROPOSAL
1. The proposal is compatible with the scale and intensity of the surrounding land uses and zoning patterns.
2. PC-1 zoning is compatible with other properties in the immediate area that are zoned SC-1, C-3 & O-1.
3. The PC-1 zone requires use on review approval of the development plan prior to construction. This will give MPC staff the opportunity to review plans and address issues such as access, setbacks, landscaping, lighting layout, and traffic circulation, as well as other development concerns. More importantly, PC-1 zoning would allow staff to adequately address the impact on surrounding residential properties, and provide the opportunity for review by the general public. The applicant will also be expected to meet the general guidelines for development from the recently adopted North City Sector Plan. The site is designated as a mixed use special district (NC-6) on the sector plan as well as the One Year Plan. The two recommended conditions are included based on discussions that took place within the community as part of the North City Sector Plan update process.

THE EFFECTS OF THE PROPOSAL
1. Public water and sewer utilities are available to serve the site.
2. The proposal will have no impact on schools.
3. Based on the proposed use of a 79,599 square foot supermarket, the project will generate 8,876 trips per day, which warrants the need for a Level III traffic impact study. This will need to be submitted along with the development plans at the time of use on review application.
4. Regarding access to the subject property and traffic impact, since the previous tenant was a big box retailer, this property should be able to accommodate more intensive traffic circulation patterns. As part of the use on review process, staff may request relocation or removal of proposed curb cuts. The site fronts on N. Broadway, a major arterial street and Knox Rd., a minor collector street, so it should be able to handle traffic generated under PC-1 development. The site was used for a Target store for many years.
5. The recommended PC-1 zoning is compatible with surrounding development and will have minimal impact on adjacent properties. Potential impacts to adjacent residences can be addressed through the required use on review process.
6. The applicant will be expected to address how the building's exterior design will complement surrounding development. The design of the elevations facing N. Broadway and Knox Rd. will be of particular interest.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS
1. PC-1 zoning is compatible with the City of Knoxville One Year Plan and the recently updated North City Sector Plan, which both designate this site as a mixed use special district (NC-6). The NC-6 designation lists PC-1 as the recommended zoning for this site.
2. This request may lead to future rezoning requests in the immediate area, as this property and others are located within the Fountain City commercial area along N. Broadway.
3. Sometime in the next few months, MPC staff may initiate a general rezoning from SC-1 to PC-1 on parcel 7.01 to the south and parcel 7.02 to the north of the site, in order to eliminate the remnant SC-1 zoning, which is inappropriate for these sites, considering the uses and size of these parcels. This will also bring the entire NC-6 designated area into consistency with the One Year Plan and sector plan.

ESTIMATED TRAFFIC IMPACT 8876 (average daily vehicle trips)

Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 8/12/2008 and 8/26/2008. If denied, MPC's action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal an MPC decision in the City.
The Metropolitan Planning Commission met in regular session on July 10, 2008 at 1:30 p.m. in the Main Assembly Room, City/County Building, Knoxville, Tennessee. Members:

Mr. Trey Benefield, Chair
Mr. Robert Anders, Vice Chair
Mr. Bart Carey
Ms. Laura Cole
Mr. Art Clancy
Mr. Herbert Donaldson
Mr. George Ewart
Mr. Dick Graf

Mr. Stan Johnson
Mr. Michael Kane
Mr. Robert Lobetti
Ms. Rebecca Longmire
Mr. Nick Pavlis
Mr. Jack Sharp
Mr. Wes Stowers

* Arrived late to the meeting.
** Left early in the meeting.
A – Absent from the meeting

Ms. Donna Buckman: Ridgecrest Drive. On item 57 I have comments. We are in support of the PC-1, but we are very thankful that Kroger has already been meeting with the people in the community and want them to continue their efforts to accommodate pedestrian and non vehicle traffic in the area.

* 57. THE KROGER CO.

Southwest side N. Broadway, northeast side Knox Rd., Council District 5. Rezoning from SC-1 (Neighborhood Shopping Center) to PC-1 (Retail and Office Park).

STAFF RECOMMENDATION: Approve PC-1 (Retail & Office Park) zoning, subject to 2 conditions:

1. No clearing, grading, building demolition, tree removal or other site preparation shall occur at the site until after a use on review development plan has been approved by MPC.
2. The development plan will be expected to address bicycle and pedestrian access to and within the site, which may include installation of a sidewalk along N. Broadway

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.
MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 15. MOTION CARRIED 13-0. APPROVED.
REZONING

Name of Applicant: THE KROGER CO.

Date Filed: 6/5/08  Meeting Date: 7/10/08

Application Accepted by: Brusseau

Fee Amount: $1184  File Number: Rezoning 7-M-08-R2

PROPERTY INFORMATION

Address: 5201 NORTH BROADWAY

General Location: SW CORNER OF NORTH BROADWAY & KNOX ROAD (VACANT TARGET BLDG)

Tract Size: 7.658 ACRES

Tax Identification Number: 058 KC 007

Existing Land Use: Vacant comm bldg

Planning Sector: North City

Growth Policy Plan: Inside City

Census Tract: 204

Traffic Zone: 5th District

Jurisdiction: City Council

Requested Change

REZONING

FROM: Se-1

TO: Pe-1

PLAN AMENDMENT

□ One Year Plan  □ Sector Plan

FROM:

TO:

PROPOSED USE OF PROPERTY

KROGER FOOD STORE

Density Proposed

Units/Acre

Previous Rezoning Requests:

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose names are included on the back of this form.

Signature: ____________________________

Date: 6/4/08

PLEASE PRINT

Name: Tim McNamara

Company: THE KROGER CO.

Address: 2175 PINECLIFFE DRIVE

City: Atlanta  State: GA  Zip: 30345

Telephone: 770-490-7431

Fax: 770-490-5331

E-mail: tim.mcnamara@kroger.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be directed to:

PLEASE PRINT

Name: Ali Daughter

Company: PAULSON MITCHELL, INC.

Address: 85-A HILL STREET, SUITE 200

City: Roswell  State: GA  Zip: 30075

Telephone: 770-650-7085 ext. 215

Fax: 770-650-7084

E-mail: ad.auhter@paulsonmitchell.com
PUBLIC NOTICE

The following amendments to the Zoning Ordinance of the City of Knoxville will be considered by the City Council on August 12, 2008, at 7:00 p.m. in the Main Assembly Room, City County Building, 400 Main Street, Knoxville, TN. Data pertinent to these items may be seen in the office of the Department of Planning and Development. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

Amendments to the Zoning Ordinance: Article 6, Section 26, D-1 Downtown Design Overlay District, requiring a Certificate of Appropriateness for demolitions and adding staff approval for demolitions. MPC Recommendation: Approve.

Amendments to the Knox County Zoning Ordinance, Article 4, Section 26, D-1 Downtown Design Overlay District, requiring a Certificate of Appropriateness for demolitions and adding staff approval for demolitions. MPC Recommendation: Approve.

KNOX COUNTY COMMISSION - Amendments to the Knox County Zoning Ordinance to rezone industrial permitted uses. MPC Recommendation: Approve.

Street Closure:

GERDAU AMERISTeel - Request closure of unimproved alley along Badgett Dr. and southwest boundary line of parcel 1124-A; in District 3, Council District 5, MPC Recommendation: Approve.

GERDAU AMERISTeel - Request closure of unimproved alley between Badgett Dr. and southeasterly portion of the roadway to be used for access to Parcel 1124-A in District 3, MPC Recommendation: Approve.

GERDAU AMERISTeel - Request closure of unimproved alley between Badgett Dr. and southeasterly portion of the roadway to be used for access to Parcel 1124-A in District 3, MPC Recommendation: Approve.

GERDAU AMERISTeel - Request closure of unimproved alley between Badgett Dr. and southeasterly portion of the roadway to be used for access to Parcel 1124-A in District 3, MPC Recommendation: Approve.

Priority Healthcare Services of Tennessee - Northeast side of Briley Pike, south of Miller Pike, north of Lenox Drive, west of Western Ave., Council District 4, One Year Plan Amendment from District 4-1 (Light Industrial) to 4-A-20-OA (Amendment to City of Knoxville Zoning Code 4-A-20-OA).

MPC Recommendation: Approve.


PRIORITY HEALTHCARE SERVICES OF TENNESSEE - Northeast side of Briley Pike, south of Mill Rd., Council District 3, One Year Plan Amendment from L-I (Light Industrial) to M-1 (Medium Density Commercial), and R-Z (General Residential) to R-2 (General Commercial). MPC Recommendation: Approve.

AMENDMENTS TO KNOX COUNTY ZONING CODE:

GERDAU AMERISTeel - East side of Monteverde Ave., north of Western Ave. in District 2, Council District 3, One Year Plan Amendment from L-I (Light Industrial) to M-1 (Medium Commercial), and L-I (Light Industrial) to L-I (Light Industrial). MPCR Recommendation: Approve.

GERDAU AMERISTeel - West side of Western Ave., south of Sherman St., northeast side of Badgett Dr., Council District 2, One Year Plan Amendment from L-I (Light Industrial) to M-1 (Medium Commercial), and R-1 (Low Density Residential) to R-1 (Low Density Residential) in District 2, MPC Recommendation: Approve.

TO D KENNEDY - Northeast side of Cherokee Dr., north of Edmond Rd., Council District 2, One Year Plan Amendment from R-3 (Low Density Residential) to R-3 (Low Density Residential) in District 2, MPC Recommendation: Approve.

Amendments to the Major Road Plan to change the criteria for the north side of Mill Road from P7 to P5, for a major collector, Council District 2, MPC Recommendation: Approve.

Amendments to the Knox County Design Guidelines adding a Demolition and Reconstruction Overlay District for Signs, and other modifications. MPC Recommendation: Approve.
AGENDA SUMMARY
An Ordinance for Rezoning from SC-1 (Neighborhood Shopping Center) to PC-1 (Retail & Office Park) subject to 2 conditions, property located Southwest side N. Broadway, northeast side Knox Rd., The Kroger Co. Applicant. (File No. 7-M-08-RZ)

COUNCIL DISTRICT(S) AFFECTED
The proposed rezoning is located in Council District 5.

BACKGROUND
The applicant requested rezoning to PC-1 (Retail and Office Park). This site is currently developed with an 80,000 square foot commercial building (formerly Target) with parking and landscaping. The Kroger Co. is seeking to redevelop the site with a supermarket. The intent is to demolish the old building and build a new one of approximately the same size and on approximately the same building footprint. The applicant has provided staff with a preliminary site plan and proposed building elevations for the project. Reduced copies of these documents are attached.

With the recommended conditions below, PC-1 zoning is compatible with surrounding zoning and development, consistent with the sector plan proposal for the site and requires use on review plan approval prior to redevelopement of the site.

1. No clearing, grading, building demolition, tree removal or other site preparation shall occur at the site until after a use on review development plan has been approved by MPC.
2. The development plan will be expected to address bicycle and pedestrian access to and within the site, which may include installation of a sidewalk along N. Broadway.

OPTIONS
1. Approve First Reading
2. Approve on Emergency
3. Deny
4. Postpone for future consideration

RECOMMENDATION
The Metropolitan Planning Commission recommended PC-1 (Retail & Office Park) subject to 2 conditions by a vote of 13-0 (Consent).

ESTIMATED PROJECT SCHEDULE
Not applicable.

PRIOR ACTION/REVIEW
Ads Published
MPC Meeting 7/10/2008 Published ad on 6/27/2008
Knoxville City Council 8/12/2008 Published ad on 7/18/2008

FISCAL INFORMATION
Not applicable.

ATTACHMENTS
MPC Staff Report.

Respectfully submitted:

______________________________
Ewing M. Johnson
Deputy Director
KNOX CTY METRO PLANN
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

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* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. For information related to these items, visit KnoxvillePlanning.org/Agenda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Rezoning

Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.3 to address transition rules associated with previously approved planned districts. Planning Commission Recommendation: Approve amendments.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to address standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix. Table 9.1 to add preschool/Kindergarten as a special use in the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.
AGENDA SUMMARY
An Ordinance to amend the Knoxville City Code, Appendix B, Zoning Code, to approve an amendment to Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space Zoning District, City of Knoxville, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 9-A-20-OA) (All districts)

COUNCIL DISTRICT(S) AFFECTED: The proposed ordinance amendments affect all Council Districts.

BACKGROUND:
City Administration requested that Knoxville-Knox County Planning review and make a recommendation on an amendment to the City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

Pre-schools and kindergartens are currently allowed as a special use in all the residential districts and as a permitted use in the all commercial and office districts. All pre-schools and kindergartens are subject to additional use standards found in Section 9.3.W, including compliance with all applicable state and federal regulations.

Allowing pre-schools/kindergartens in the OS district as a special use is not in conflict with the intent of the OS District and will allow organizations like Ijams Nature Center to establish early learning centers in locations that can more easily meet the licensing requirements for usable open space per child while expanding opportunities for early childhood education. The Special Use process requires a public meeting and will ensure that pre-schools and kindergartens proposed to be located on an OS zoned property will be compatible with the surrounding uses.

With nature-based pre-schools growing at by 500 percent since 2012 and the need for greater access to high-quality child care and early learning programs at an all-time high, expanding the zoning districts where pre-schools and kindergartens can be located creates more opportunity within the City for stable and high-quality child care. Stable, high quality care is essential to families’ economic stability, parents’ ability to work, and children’s healthy development.

Staff recommends that the Knoxville-Knox County Planning Commission recommend Knoxville City Council approve an amendment to City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of an amendment to City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space (OS) Zoning District, by a vote of 14-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 9/10/2020 Published ad on 8/23 & 8/26/2020
Knoxville City Council 10/6/2020 Published ad on 9/18/2020

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD - Article 9.2 Use Matrix Table 9-1 (File No. 9-A-20-OA) (DOCX)
- 9-A-20-OA_pkg (PDF)

RESULT: APPROVED ON FIRST READING [8 TO 1]  Next: 10/20/2020 6:00 PM
MOWER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Smith, Testerman, Thomas
NAYS: Seema Singh
ORDINANCE


WHEREAS, Article 9.2 Use Matrix Table 9-1 of the City’s Zoning Code identifies the principal and temporary uses allowed within each zoning district; and

WHEREAS, the City of Knoxville Administration has requested that Knoxville-Knox County Planning review and make a recommendation on an amendment to the City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space District; and

WHEREAS, pre-school/kindergarten is currently allowed as a special use in all of the residential districts and as a permitted use in all commercial and office districts; and

WHEREAS, all pre-schools and kindergartens are subject to additional use standards found in Section 9.3.W, including compliance with all applicable state and federal regulations; and

WHEREAS, expanding the zoning districts where pre-schools and kindergartens can be located creates more opportunity within the City for stable and high-quality child care which is
essential to families’ economic stability, parents’ ability to work, and children’s healthy development; and

WHEREAS, at its meeting on September 10, 2020, the Planning Commission voted to recommend that City Council adopt the ordinance amendment to the Knoxville City Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space Zoning District; and

WHEREAS, notice of the Planning Commission hearing of the proposed amendment was published in the Knoxville News Sentinel on August 23, 2020 and August 26, 2020 and notice of the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The Knoxville City Code, Appendix B, Article 9.2 Use Matrix Table 9-1 is hereby amended so as to insert an “S” at the intersection of the row “Pre-School/Kindergarten” and the column “OS” which will designate pre-school/kindergarten as a special use in the Parks and Open Space Zoning District, as shown in Exhibit 1 of Collective Exhibit 1.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission File No. 9-A-20-OA with all appendices including an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020, Exhibit 1, and public notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.
SECTION 4: This Ordinance shall take effect from and after its passage, the welfare of the City requiring it.

_________________________________
Presiding Officer of the Council

______________________________
City Recorder

K:\COUNCIL\ORD\MPC\ZONECODE\2020\Article 9.2 Use Matrix Table 9-1 (File No. 9-A-20-OA).docx
Date: August 25, 2020
To: Knoxville-Knox County Planning Commission Amy Brooks, AICP, Interim Executive Director
From: 9-A-20-OA Agenda item #35
Subject: REQUEST

REQUEST

City Administration has requested that Knoxville-Knox County Planning review and make a recommendation on an amendment to the City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

BACKGROUND

Pre-schools and kindergartens are currently allowed as a special use in all the residential districts and as a permitted use in the all commercial and office districts. All pre-schools and kindergartens are subject to additional use standards found in Section 9.3.W including complying with all applicable state and federal regulations.

OS District Purpose
The Parks and Open Space (OS) Zoning District is intended to create, preserve, and enhance public open space to meet the passive and active park and recreational needs of the City. The OS District provides for both improved and unimproved park and recreation lands. Facilities may include, but are not limited to, structures or other active, play-oriented facilities such as playgrounds, recreational fields, ball-fields, sport courts, dog parks, marinas, cemeteries, golf courses, cultural facilities such as museums and libraries, and associated accessory facilities such as recreation and community centers, park administrative offices, and restroom facilities.

ANALYSIS

Allowing pre-schools/kindergarten’s in the OS district as a special use is not in conflict with the intent of the OS District and will allow organizations like Ijams Nature Center to establish early learning centers in locations that can more easily meet the licensing requirements for usable open space per child while expanding opportunities for early childhood education. The Special Use process requires a public meeting and will ensure that preschools and kindergartens proposed on an OS zoned property will be compatible with the surrounding uses.

With nature-based pre-schools growing at by 500 percent since 2012 and the need for greater access to high quality child care and early learning programs at an all-time high, expanding the zoning districts...
where pre-schools and kindergartens can be located creates more opportunity within the City for stable and high-quality child care. Stable, high quality care is essential to families’ economic stability, parents’ ability to work, and children’s healthy development.

RECOMMENDATION

Staff recommends that the Knoxville-Knox County Planning Commission recommend Knoxville City Council approve an amendment to City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add pre-school/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

Please let me know if you have any questions.

Exhibit 1: Proposed amendment to Article 9.2 Use Matrix Table 9-1
Changes proposed in 9-1 Use Matrix (Preschool/Kindergarten)

9.2 - USE MATRIX

A. Table 9-1: Use Matrix identifies the principal and temporary uses allowed within each zoning district.

B. P indicates that the use is permitted by-right in the district. S indicates that the use is a special use in the district and requires special use approval. If a cell is blank, the use is not allowed in the district.

C. In the case of temporary uses, a T indicates the temporary use is allowed in the district and may require approval of a temporary use permit per the standards of Section 9.4.

D. For accessory uses, see Article 10.

E. Townhouse and multi-family dwellings are allowed in the RN-4 District as either permitted or special based upon the number of units, as described in Section 4.2.B. Therefore, the use matrix indicates both a P and a S within the cell.

F. Additional use restrictions apply to certain DK District subdistricts per Section 5.2.B.

G. Certain uses are prohibited as standalone structures in the OP District per Section 5.2.C.

H. See Article 7 for use permissions within the CU and SW Districts.

I. In the case of the C-G-1, C-G-2, and C-G-3 Districts, the uses allowed in the C-G District in Table 9-1 apply to all districts.

J. In the case of the C-H-1 and C-H-2 Districts, the uses allowed in the C-H District in Table 9-1 apply to all districts.

K. In the case of the C-R-1 and C-R-2 Districts, the uses allowed in the C-R District in Table 9-1 apply to all districts.

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### Exhibit 1

|                          | EN  | RN-1 | RN-2 | RN-3 | RN-4 | RN-5 | RN-6 | RN-7 | C-N | C-G | C-H | C-R | DK | O  | OP | I-MU | I-RD | I-G | I-H | AG | INST | OS | NA  | USE STANDARD (Section) |
|--------------------------|-----|------|------|------|------|------|------|------|-----|-----|-----|-----|----|----|----|------|-----|-----|-----|-----|-----|-----|-----------------------|
| Animals for Control of Invasive Species | T   | T    | T    | T    | T    | T    | T    | T    | T   | T   | T   | T   | T  | T  | T  | T    | T   | T   | T   | T   | T   | T   | 9.4.A                  |
| Farmers’ Market           |     |      |      |      |      |      |      |      |     |     |     |     |     |    |    |    |      |     |     |     |     |     |     | 9.4.B                  |
### Exhibit 1

| Category                                              | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Farmstand                                             |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Mobile Food Units (MFUs)/Mobile Food Vendors          |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| Real Estate Project Sales Office/Model Unit           | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Contractor Office and Contractor Yard       | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Outdoor Entertainment                        | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Outdoor Sales                                | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Outdoor Storage Container                    | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Recreational Vehicle Park                    | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Temporary Warehouse Sales (Indoor)                     | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Tent                                                  | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |

(Ord. No. [O-43-2020](#), § 1, 3-24-20; Ord. No. [O-61-2020](#), § 1, 4-21-20)
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

**Item No.**

<table>
<thead>
<tr>
<th>File No.</th>
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<td>9-A-20-OA</td>
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**1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

| Ms. Tamara Boyer | A | Ms. Gayle Bustin | Mr. Louis Browning |
| Ms. Karyn Adams | Mr. Mike Crowder | Ms. Elizabeth Eason |
| Ms. Sandra Korbelik | Mr. Richard Graf | Ms. Jacqueline Dent |
| Mr. Chris Ooten | Mr. Patrick Phillips, Vice-Chair | Mr. Jeff Roth |
| Mr. Scott Smith | Mr. Tim Hill | Mr. Eddie Smith |

* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

**35. CITY OF KNOXVILLE**

Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9-1 to add preschool/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

1. **STAFF RECOMMENDATION**

   APPROVE an amendment to City of Knoxville Zoning Code, Article 9.2 Use Matrix Table 9-1 to add preschool/kindergarten as a special use in the Parks and Open Space (OS) Zoning District.

   **APPROVED ON CONSENT EARLIER IN THE MEETING**

2. **MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO HEAR THE CONSENT ITEMS AS READ.**
A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**

3. MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.

A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**
Planning Commission Members,

The Ijams Nature Center Board of Directors is excited by and supportive of the new, full-time Ijams Nature Preschool. We have seen the progress of the school over the last two years in which it has operated on a part-time basis and are impressed with the level of instruction and reach to the community. We recognize the importance of nature-immersive early childhood learning and play experiences and know that the nature preschool model is one of the best ways to achieve such experiences. We are also thrilled to be the first licensed nature preschool in the state and to set the example of best practices for such a program. Ijams Nature Preschool fulfills an important part of the Ijams Nature Center mission. We hope the Planning Commission will consider an amendment to the Knoxville City Code to allow a full-time, licensed nature preschool to operate at Ijams Nature Center.

Thank you for your consideration and support.

Best regards,

Carl D. Hill
Vice President of Retail Marketing
Web: www.ClaytonHomes.com
Phone: (865) 380-3043
Email: carl.hill@claytonhomes.com

CONFIDENTIALITY NOTICE
This message and the accompanying documents contain information that belongs to the sender and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, you are hereby notified that you are strictly prohibited from reading, disseminating, distributing, copying, or taking action in reliance on the content of this communication. If you have received this e-mail in error, please notify the sender immediately and destroy the original transmission. Thank you.

--

This message was directed to commission@knoxplanning.org
Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Ordinance Amendment File # 9-A-20-OA
1 message

Amber Parker <aparker@ijams.org>
Reply-To: aparker@ijams.org
To: commission@knoxplanning.org
Cc: amy.brooks@knoxplanning.org

Mon, Aug 31, 2020 at 4:29 PM

Dear Planning Commission,

Thank you for your Consideration of an Amendment to the Knoxville City Code as it applies to the Ijams Nature Preschool.

Please find a letter of support for this effort from Ijams Nature Center attached to this email.

Sincerely,

Amber

Amber L. Parker
Executive Director
Ijams Nature Center
865-577-4717 ext. 118
aparker@ijams.org
www.ijams.org

This message was directed to commission@knoxplanning.org

Nature preschool zoning letter.pdf
136K
August 31, 2020

Dear Planning Commissioners,

The Ijams Nature Preschool has been operating as a half-day preschool program for the past two years. We decided that it was time to take it to full time preschool in order to fully meet our early childhood education mission and the needs of the families in South Knoxville with two working parents. In order to have a legal, full-time nature preschool we were required to become a certified childcare facility through the State of Tennessee. While the structure of a nature preschool (50-80% outdoors) doesn’t match a traditional daycare model; as the first licensed nature preschool in Tennessee, we knew we would have to work from within the system to change the current rules to fit programs like ours. We embrace that.

Ijams is zoned as Open Space and we have learned that licensed daycares aren’t allowed in this particular zoning district. By changing the designation of the preschool to full-time and therefore having to get a childcare license, we have hit a technicality.

As we push the bounds of our field by doing more innovative programming, I recognize that we are going to have to negotiate some areas like this. Ijams Nature Center and our programs certainly don’t fit most of the traditional boxes. That’s what makes us wonderful.

We hope you will look favorably on the Consideration of an Amendment to the Knoxville City Code on this issue to allow for the nature preschool to be able to continue operating in a full-time capacity at Ijams. A nature preschool is the very essence of environmental education, which is allowable in an Open Space Zone.

Three main criteria distinguish nature preschools:

- Nature is the central organizing concept of the program. That is, nature is the integrating thread that intentionally ties together the preschool’s philosophy, methodologies, class-room design, outdoor spaces, and public identity.

- A nature preschool’s program is based on high-quality practices of both early childhood education (developmentally appropriate practices) and environmental education (the North American Association for Environmental Education’s “Guidelines for Excellence in Environmental Education” and principles of interpretation), requiring its teaching staff to have skills and experience in both early childhood education and environmental education.

- A nature preschool program uses the natural world to support dual goals that address both child development and conservation values. These include the development of the world of the child (in all domains – cognitive, physical, social, emotional, aesthetic, and spiritual) and the development of an ecological identity or environmental ethic. The majority of the teaching day of a nature preschool is spent in outdoor settings.
A full-time nature preschool and one that is the first licensed nature preschool in the State of Tennessee, certainly fits all the criteria to be an exemplary environmental education program. It meets the needs of our youngest to have extensive outdoor experiences as part of their development, and also provides the very best childcare option during the pandemic. I hope you will join us in our efforts to have a successful full-time nature preschool at Ijams Nature Center.

Thank you!

Sincerely,

[Signature]

Amber L. Parker
Executive Director
KNOX CTY METRO PLANN
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

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* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knox-ville, TN. For information related to these items, visit KnoxPlanning.org/Agenda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES
OF THE COVID-19 VIRUS, THIS
MEETING MAY BE CONDUCTED
BY ELECTRONIC MEANS.
PLEASE VISIT THE KNOXVILLE
CITY COUNCIL WEBSITE FRE-
QUENTLY FOR UPDATES ON
THIS PUBLIC MEETING.

Rezoning

Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 14.1, 14.1, 14.2 and 16.3 to address transition rules associated with previously approved planned districts. Planning Commission Recommendation: Approve amendments.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to address standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9.1 to add preschool-kindergarten as a special use in the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.
AGENDA SUMMARY: An Ordinance to change the street name of Hensley Drive between Kim Watt Drive and the dead end of Hensley Drive to Layla Gael Lane, Cindy Clabough, Applicant. (Planning Commission Approved 11-0 Consent) (PC File No. 10-A-19-SNC) (Second District)

COUNCIL DISTRICT(S) AFFECTED: The proposed street name change is located in Council District 2.

BACKGROUND: The proposed street name is not a duplication and meets all requirements of the City of Knoxville Street Naming and Addressing Ordinance.
1. The applicant has proposed changing the street name Hensley Drive to honor her granddaughter, Layla Gael.
2. Staff has approved the proposed street name and all owners have signed the petition in favor of the change.
3. Any property using this ROW for access will be readdressed with the new street name.
4. Staff has received no objections to the renaming of this right-of-way.
5. It meets all requirements of the "Addressing Guidelines and Procedures" section of Knoxville-Knox County’s Administrative Rules and Procedures as well as those in the City of Knoxville's Code of Ordinances, Chapter 23, Article IV, Section 23-108.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the name change to Layla Gael Lane by a vote of 11-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting  10/10/2019  Published ad on 9/7/2019
Knoxville City Council  11/5/2019  Published ad on 10/18/2019

FISCAL INFORMATION: N/A
ATTACHMENTS:

- ORD - Layle Gael Lane (DOCX)
- 10-A-19-SNC_pkg (PDF)
- email (PDF)

RESULT: DENIED [UNANIMOUS]
MOVER: Andrew Roberto, Second District
SECONDER: Seema Singh, Third District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:

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<tr>
<td>11/14/19</td>
<td>Public Property Naming Committee</td>
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Chairwoman Rider discussed the process of renaming streets and the role of the Public Property Naming Committee.

Discussion:

Committee Members Amy Midis, Cindy Spangler, Donna Hill, and Sharon Davis

Chairwoman Rider advised the Committee that there was no one at the meeting to speak for the request. Committee Member Sharon Davis made the motion to postpone the item, and Committee Member Betty Jo Mahan seconded the motion. On unanimous voice-vote, the motion to postpone carried.

Assistant City Recorder Angela Hopper asked Chairwoman Rider for the date of the next meeting of the postponed item. Chairwoman Rider was unsure of the exact date, but advised it would be in March 2020. Committee Member Sharon Davis made an amended motion to postpone the item to be heard again on or before March 31, 2020. Committee Member Betty Jo Mahan seconded the motion. On unanimous voice-vote, the motion carried.

ORDINANCE NO: ______________
REQUESTED BY: MPC__________
PREPARED BY: Law___________

APPROVED ON 1ST READING: _______________________
APPROVED ON 2ND READING: _______________________
APPROVED AS AN EMERGENCY MEASURE: ________________

MINUTE BOOK: _______ PAGE ______

WHEREAS, Cindy Clabough filed Application No. 10-A-19-SNC with the Knoxville-Knox County Planning Commission (“Planning Commission”) to change the street name of Hensley Drive between Kim Watt Drive and the dead end of Hensley Drive to Layla Gael Lane; and

WHEREAS, on October 10, 2019, the Planning Commission approved the street name change to Layla Gael Lane; and

WHEREAS, public notice for the hearing of this petition was published in the Knoxville News Sentinel on September 7, 2019, and public notice for the City Council Meeting on November 5, 2019 was published in the Knoxville News Sentinel on October 18, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: The street name of Hensley Drive between Kim Watt Drive and the dead of Hensley Drive is hereby changed to Layla Gael Lane.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville/Knox County Planning Commission Street/Road Name Change report dated September 25, 2019 including all appendices; a portion of the Zoning Map on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of October 10, 2019; the Name Change Request including all attachments; and Public Notice.

SECTION 3: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

______________________________________________
Presiding Officer of the Council

______________________________________________
Recorder

K:\COUNCIL\ORD\MPC\SNC\2019\Layle Gael Lane.docx
STREET/ROAD NAME CHANGE

FILE #: 10-A-19-SNC
APPLICANT: CINDY CLABOUGH

TAX ID NUMBER: 93 N/A
JURISDICTION: City Council District 2

CHANGE REQUESTED FROM: Hensley Drive
(present street name)

TO: Layla Gael Lane
(proposed street name)

LOCATION: Cul-de-sac at the eastern end of Kim Watt Drive

SECTOR PLAN: Northwest City
GROWTH POLICY PLAN: Urban Growth Area (Inside City Limits)
ZONING: n/a

APPLICANT’S REASON FOR CHANGE: Legacy / New Hope

STAFF RECOMMENDATION:

Approve the name change to Layla Gael Lane

The proposed street name is not a duplication and meets all requirements of the City of Knoxville Street Naming and Addressing Ordinance.

COMMENTS:

1. The applicant has proposed changing the street name Hensley Drive to honor her granddaughter, Layla Gael.
2. Staff has approved the proposed street name and all owners have signed the petition in favor of the change.
3. Any property using this ROW for access will be readdressed with the new street name.
4. Staff has received no objections to the renaming of this right-of-way.
5. It meets all requirements of the "Addressing Guidelines and Procedures" section of Knoxville-Knox County’s Administrative Rules and Procedures as well as those in the City of Knoxville’s Code of Ordinances, Chapter 23, Article IV, Section 23-108.

If approved, this item will be forwarded to Knoxville City Council for action on 11/5/2019 and 11/19/2019. If denied, Knoxville-Knox County Planning Commission’s action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.
CLOSURE OF PUBLIC RIGHT OF WAY

Name of Street or Alley: Hensley Drive
To be closed from: Kim Watt Dr.
To be closed to: north to dead end of Hensley Dr.

Petitioner: Clabough, Cindy
Map No: 93
Jurisdiction: City

Original Print Date: 9/17/2019
Revised: Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

10-A-19-SNC
Exhibit A. Contextual Images
The Planning Commission met in regular session on October 10, 2019 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee.

1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
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<tr>
<th>Ms. Tamara Boyer</th>
<th>Ms. Gayle Bustin</th>
<th>Mr. Louis Browning</th>
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<td>Mr. Art Clancy</td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
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<td>Mr. Richard Graf</td>
<td>Mr. Andre Canty</td>
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<td>A-Mr. Chris Ooten</td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td>Mr. Jeff Roth</td>
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<tr>
<td>A-Mr. Scott Smith</td>
<td>Mr. Tim Hill</td>
<td>A-Ms. Janice Tocher, Chair</td>
</tr>
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*A Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

8. **CINDY CLABOUGH**

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Change Hensley Drive to 'Layla Gael Lane' between Kim Watt Drive and the dead end of Hensley Drive, Council District 2.

1. **STAFF RECOMMENDATION**

APPROVE the name change to Layla Gael Lane.

**APPROVED ON CONSENT EARLIER IN THE MEETING**

1. **MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO HEAR THE CONSENT ITEMS AS READ WITH THE EXCEPTION OF ITEM NUMBER 24.**

**MOTION CARRIED 11-0. APPROVED**

2. **MOTION (CLANCY) AND SECOND (ROTH) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.**

**MOTION CARRIED 11-0. APPROVED**
NAME CHANGE REQUEST

CHANGE TYPE
☒ Street Name
☐ Subdivision Name

8-19-19 Date Filed
10-10-19 Meeting Date
10-A19-SNC File Numbers(s)

APPLICATION CORRESPONDENCE
All correspondence related to this application should be directed to the approved contact listed below.

CINDY R CLABOUGH
Name

N/A Company

1713 HENSLEY DR
Address

KNOXVILLE City

TN State

37909 Zip

865-309-5853 Phone

RTCLI25@aol.com Email

CHANGE REQUEST

HENSLEY DRIVE
Present Street Name

LAYLA GAEL LANE
Proposed Street Name

☒ Public Right-of-Way
☐ Private Right-of-Way

EXACT LOCATION OF STREET:
KIM WATT DRIVE
Beginning (From)
NORTH TO DEAD END
End (To)

Reason for Proposed Change (Attach separate sheet if needed for explanation)

LEGACY / NEW HOPE

Present Subdivision Name

Proposed Subdivision Name

General Location:

Reason for Proposed Change:
Exhibit 1

Packet Pg. 656


Jurisdiction: City Council 2 County Commission __
Public Property Naming Committee: Yes X No __

ATTACHMENTS
X Application Requirements Acknowledgement
X Name Change Petition

FEE 1:
500.00
FEE 2:
FEE 3:
500.00
TOTAL:

AUTHORIZATION

Sherry Michienzi  Sherry Michienzi  8-19-19
Staff Signature  Please Print  Date

Cindy R Clabough  Cindy R Clabough  08/20/2019
Applicant Signature  Please Print  Date
NAME CHANGE PETITION

Present Name: HENSLEY DRIVE
Proposed Name: LAYLA GAEL LANE

This is your opportunity to vote for or against the proposed name change. If the change is approved by the Planning Commission and the appropriate legislative body, legal documents with the existing name may be affected. Each property owner would be responsible for any costs associated with address changes on their driver’s license, home or business mailbox numbers, and personal documents.

I support the proposed name change.

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<tr>
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<td>Cindy Clabough</td>
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<td>Chris Conner</td>
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<td>Marc Baker</td>
<td>Marc Baker</td>
<td>465-296-9436</td>
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I oppose the proposed name change.

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NAME CHANGE PETITION

Present Name: HENSLEY DRIVE
Proposed Name: LAYLA GAEL LANE

This is your opportunity to vote for or against the proposed name change. If the change is approved by the Planning Commission and the appropriate legislative body, legal documents with the existing name may be affected. Each property owner would be responsible for any costs associated with address changes on their driver's license, home or business mailbox numbers, and personal documents.

I support the proposed name change.

ADDRESS       PRINTED NAME     SIGNATURE     PHONE
1712 Hensley Dr.   Daniel Sedl           [Signature]     865-389-5467

I oppose the proposed name change.

ADDRESS       PRINTED NAME     SIGNATURE     PHONE
**NAME CHANGE PETITION**

**Present Name:** HENSLEY DRIVE  
**Proposed Name:** LAYLA GAEL LANE

This is your opportunity to vote for or against the proposed name change. If the change is approved by the Planning Commission and the appropriate legislative body, legal documents with the existing name may be affected. Each property owner would be responsible for any costs associated with address changes on their driver’s license, home or business mailbox numbers, and personal documents.

I support the proposed name change.

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I oppose the proposed name change.

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Application Requirements for a Name Change
July 2019

To request a name change for an existing subdivision or public/private right-of-way within Knox County, the steps below must be followed.

✓ Step 1: Consult with Addressing Department staff for instructions on how to apply for a name change.

✓ Step 2: Submit proposed subdivision or street name in writing to Addressing Department staff for review. Spelling or phonetic duplications are not permitted. Staff must approve the proposed name before the application process can begin.

✓ Step 3: Visit the Planning office in person to obtain a name change application from the Addressing Department staff. An original application form initiated by staff must be used.

✓ Step 4: Canvas all affected property owners to obtain their opinion, whether for or against the proposed name change, on the original application form. The applicant is responsible for canvassing all affected property owners. If a property owner cannot be reached, a good faith effort must be made by the applicant to contact them. The name change petition must be completed before the application is accepted for staff review and scheduled for a public hearing. The opinions expressed shall be filed with and become a part of the application for a name change.

✓ Step 5: Return the completed application form, name change petition (with original signatures), application requirement acknowledgement and applicable fee to Knoxville-Knox County Planning. The proposed name change is then placed on the Planning Commission meeting agenda.

Step 6: Attend the Planning Commission meeting and other legislative meetings as required by the approval process.

Step 7: If the existing subdivision or street name was identified on a previously recorded subdivision plat, a plat with the new subdivision or street name must be approved by Knoxville-Knox County Planning and recorded with the Knox County Register of Deeds.

FEES

See the Schedule of Fees for the current fee to apply for a subdivision or street name change. The standard application deadline is 32 days before the Planning Commission meeting date (second Thursday of the month). The standard deadline can be extended for two weeks as per the current approved fee schedule.
APPROVAL PROCESS

Subdivision: Approval is required by the Planning Commission at their monthly meeting.

Public Right-of-Way: Approval is required by the Planning Commission at their monthly meeting. Upon passage, this measure is forwarded for a final vote of approval to the appropriate legislative body, either Knoxville City Council or Knox County Commission.

If the street is located within the City of Knoxville, consideration by the Public Property Naming Committee (PPNC) is also required and their action is forwarded to Knoxville City Council before the final vote. There may be a separate fee charged by the PPNC.

Private Right-of-Way: If all affected property owners are in favor of the proposed street name, approval by the Planning Commission is not required and a fee is not charged.

If there is opposition to the proposed street name change, the applicant may request a hearing by the Planning Commission. The applicable fee will be charged and the applicant must attend the Planning Commission monthly meeting. If approved by the Planning Commission, no further legislative action is required.

APPEAL PROCESS

City of Knoxville: If the proposed name change was denied by the Planning Commission and is for a location within the City of Knoxville limits, an appeal to the City Council must be filed within 15 days of the date of the decision.

Knox County: If the proposed name change was denied by the Planning Commission and is for a location within Knox County, an appeal to the County Commission must be filed within 30 days of the date of the decision.

I hereby acknowledge that I have read and understand the above information.

Signature: [Signature]

Printed Name: [CINDY R CLABOUGH]
Proposed street name change
From: Hensley Drive
To: Layla Gael Lane

Canvass highlighted properties
REQUIRED SIGN POSTING AGREEMENT

For all rezoning, plan amendment, concept plan, use on review, right-of-way closure, and street name change applications, a sign must be posted on the subject property, consistent with the adopted MPC Administrative Rules and Procedures.

At the time of application, MPC staff will provide a sign(s) to post on the property as part of the application process. If the sign(s) go missing for any reason and need to be replaced, then the applicant will be responsible for picking up a new sign(s) from the MPC offices. The applicant will be charged a fee of $10 for each replacement sign.

LOCATION AND VISIBILITY

The sign must be posted in a location that is clearly visible from vehicles traveling in either direction on the nearest adjacent/frontage street. If the property has more than one street frontage, then the sign should be placed along the street that carries more traffic. MPC staff may recommend a preferred location for the sign to be posted at the time of application.

TIMING

The sign(s) must be posted 15 days before the scheduled MPC public hearing and must remain in place until the day after the meeting. In the case of a postponement, the sign can either remain in place or be removed and reposted 15 days before the next MPC meeting.

I hereby agree to post and remove the sign(s) provided on the subject property consistent with the above guidelines and between the dates of:

\[\text{Sept. 25 (Wed)} \quad \text{and} \quad \text{Oct 11 (Fri)}\]

(15 days before the MPC meeting) \hspace{1cm} \text{(the day after the MPC meeting)}

Signature: \[\text{Cindy R. Clabough}\]

Printed Name: \[\text{Cindy R. Clabough}\]

Phone: \[865-809-5853\] Email: \[RTC1125@aol.com\]

Date: \[8-19-19\]

MPC File Number: \[10-A-19-SNC\]
**MET. PLAN. COMM.**  
400 MAIN AVENUE SU 403  
KNOXVILLE TN 37902-

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**Order Taker:** ammarsh  
**Order Created:** 10/15/2019

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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on November 5, 2019, at 6:00 p.m. in the Main Assembly Room, City County Building, 400 Main Street, Knoxville TN. These may be seen in the Knoxville-Knox County Planning office, Fourth Fl., of the City County Bldg., Main St., Knoxville, TN. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-3104.

Ordinance Amendment
CITY OF KNOXVILLE - Consideration of an Amendment to Article VIII of the current zoning code and Article 13 of the newly adopted zoning code, with an effective date of January 1, 2020, addressing roof signs and abandoned signs. Planning Commission Recommendation: Approve proposed amendments.

Street Name Changes

Plans, Studies and Reports

Plan Amendments and Rezonings
T3X PROPERTIES, LLC (REVISED) - 6 Speary Point Lane / Parcel ID 154 L A 012 & 10101. Council District 2. Southwest County Sector Plan Amendment from O (Office) to NC (Neighborhood Commercial). One Year Plan Amendment from O (Office) to NC (Neighborhood Commercial) and Rezoning from O-1 (Office, Medical, and Related Services) to C-1 (Neighborhood Commercial). Planning Commission Action: Approve NC for both Plan Amendments and C-1 zoning.
CHRISTINE DUNCAN - 0 Warrick Avenue / Parcel ID 94 H A 00602. Council District 3. Central City Sector Plan Amendment from LI (Light Industrial) to TDR (Traditional Neighborhood Residential). One Year Plan Amendment from LI (Light Industrial) to TDR (Traditional Neighborhood Residential) and Rezoning from I-3 (General Industrial) to RP-1 (Planned Residential). Planning Commission Action: Approve TDR for both Plan Amendments and RP-1 zoning with up to R-2 density.
MICHAEL B. COLLINGWOOD - 429 Forestal Drive / Parcel ID 58 L E 017. Council District 4. North City Sector Plan Amendment from LDR (Low Density Residential) to O (Office). One Year Plan Amendment from LDR (Low Density Residential) to O (Office) and Rezoning from R-2 (General Residential) to O-1 (Office, Medical, and Related Services). Planning Commission Action: Approve O for both Plan Amendments and O-1 zoning.
RON HALL - 017 Chambers Ave.
Exhibit 1

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12.h.b

The image contains a page from a document with text that appears to be discussing land use and zoning changes. The text is too dense to transcribe accurately, but it includes references to specific codes and recommendations for zoning changes. The document seems to be discussing a proposal for rezoning from R-1 (Low Density Residential) to O-1 (Office, Medical, and Related Services) for a parcel ID 107 K H 023, located on Callahan Drive, and rezoning from LDR (Low Density Residential) to HP (Hillside Protection) for Parcel ID 57 662, located in Council District 3. The document also mentions other rezoning changes, including a street name change to Layla Gael Lane. The text is written in a formal tone, typical of a planning commission or council meeting.
Deena Chase

From: Rob Frost <rfrost@adhknox.com>
Sent: Tuesday, September 29, 2020 2:51 PM
To: Deena Chase
Subject: FW: Public Property Naming Committee

From: Rob Frost
Sent: Thursday, September 17, 2020 11:28 AM
To: Lauren Rider <lrrider@knoxville.gov>
Cc: 'wjohnson@knoxville.gov' <wjohnson@knoxville.gov>; Andrew Roberto <aroberto@knoxville.gov>
Subject: Public Property Naming Committee

Councilmember Rider,

I have reviewed the application for the proposed renaming of Layla Gael Lane. I have also reviewed the ordinances governing the Public Property Naming Committee that were in place at the time of the application as well as at present. I have also conferred with Jim Johnson of the City Law Department.

Mr. Johnson and I are of the opinion that the application does not meet the requirements of ordinances 2-777 and 2-778. Further, under 2-778(b), the PPNC does not have the legal authority to do what is requested. Accordingly, we do not believe this is an application that the PPNC may consider.

Rob
Robert B. Frost, Jr.
Special Counsel and Advisor to Knoxville City Council and its Beer Board
Arnett, Draper & Hagood, LLP
Physical: 800 S. Gay Street, Suite 2300 | Knoxville, TN 37929
Mailing: P.O. Box 300 | Knoxville, TN 37901-0300
Phone: 865-546-7000
E-mail: rfrost@adhknox.com

NOTE: The information contained in this electronic message is attorney-privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return e-mail or telephone at the address or phone number shown above. Thank you.
AGENDA SUMMARY: An Ordinance to rezone property located at 0 Nickle Road, from RN-1 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District to RN-2 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District, Randy Susong, BLD Properties, LLC, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 8-G-20-RZ) (Third District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 3.

BACKGROUND: The applicant requested rezoning from RN-1 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District zoning to RN-2 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District zoning. The Northwest County Sector continues to remain one of the fastest growing areas of Knox County. Additional opportunities for a variety of housing types are warranted, particularly in areas within the PRZ (Parental Responsibility Zone) of schools. This location is within the PRZ for Pleasant Ridge Elementary School. Knoxville-Knox County Planning Staff recommends approval of the RN-2 (Single Family Residential Neighborhood) District Zoning and HP (Hillside Protection Overlay) because it is consistent with the Sector Plan and One Year Plan designations for LDR (Low Density Residential) and HP (Hillside Protection) for this area.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the RN-2 (Single Family Residential Neighborhood) District Zoning and HP (Hillside Protection Overlay) because it is consistent with the Sector Plan and One Year Plan designations for LDR (Low Density Residential) and HP (Hillside Protection) for this area, by a vote of 14-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 8/13/2020 Published ad on 7/11/2020
Knoxville City Council 9/8/2020 Published ad on 8/21/2020

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD- Randy Susong, BLD Properties, LLC (File No. 8-G-20-RZ) (DOCX)
RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 10/20/2020 6:00 PM
MOVER: Seema Singh, Third District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:
09/08/20 City Council POSTPONED
Next: 09/22/20

Council Member Singh moved to postpone this ordinance for two weeks, and Vice-Mayor McKenzie seconded the motion. On unanimous roll-call vote the motion to approve carried.

09/22/20 City Council POSTPONED
Next: 10/06/20

Council Member Singh moved to postpone Ordinance 12-b for two weeks, and Vice-Mayor McKenzie seconded the motion. On unanimous roll-call vote, the motion to postpone carried.

WHEREAS, Randy Susong, BLD Properties, LLC, filed Application No. 8-G-20-RZ with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have property located at 0 Nickle Road rezoned from RN-1 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District to RN-2 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District; and

WHEREAS, at its August 13, 2020 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on July 11, 2020, and public notice for the City Council meeting on September 8, 2020 was published in the Knoxville News Sentinel on August 21, 2020.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: That “The City of Knoxville Zoning Code,” being Ordinance No. O-107-2019, be and the same is hereby amended, so as to change the classification of property described as being located at 0 Nickle Road, Parcel ID 79 EB 005, Third District, Northwest City Sector, from RN-1 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District to RN-2 (Single-Family Residential Neighborhood)/HP (Hillside Protection) District.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission Rezoning Report including all appendices; a portion of the Zoning Map on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of August 13, 2020; the Development Request for Rezoning; and Public Notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 4: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

________________________________________
Presiding Officer of the Council

________________________________________
Recorder

K:\COUNCIL\ORD\MPC\REZONE\2020\Randy Susong, BLD Properties, LLC (File No. 8-G-20-RZ).docx
REZONING REPORT

FILE #: 8-G-20-RZ  AGENDA ITEM #: 13
AGENDA DATE: 8/13/2020

APPLICANT: RANDY SUSONG, BLD PROPERTIES, LLC
OWNER(S): Randy Susong / BLD Properties, LLC

TAX ID NUMBER: 79 E B 005
JURISDICTION: City Council District 3
STREET ADDRESS: 0 Nickle Rd.
LOCATION: South side of Nickle Rd., east of Flint Rd.

APPX. SIZE OF TRACT: 9.19 acres
SECTOR PLAN: Northwest City
GROWTH POLICY PLAN: N/A
ACCESSIBILITY: Access is via Nickle Road, a minor collector with a pavement width of 20 feet and right of way width of 60 feet.
UTILITIES: Water Source: Knoxville Utilities Board
Sewer Source: Knoxville Utilities Board
WATERSHED: Third Creek

PRESENT ZONING: RN-1 (Single-Family Residential Neighborhood) / HP (Hillside Protection Overlay)
ZONING REQUESTED: RN-2 (Single-Family Residential Neighborhood) / HP (Hillside Protection Overlay)
EXISTING LAND USE: Agriculture/forestry/vacant

EXTENSION OF ZONE: No
HISTORY OF ZONING: None noted
SURROUNDING LAND USE AND ZONING:
North: Single family residential - RN-1 (Single Family Residential Neighborhood) and HP (Hillside Protection)
South: Rural residential, agriculture/forestry/vacant - RN-1 (Single Family Residential Neighborhood) and HP (Hillside Protection)
East: Agriculture/forestry/vacant - AG (Agricultural) and HP (Hillside Protection)
West: Single family residential - RN-1 (Single Family Residential Neighborhood) and HP (Hillside Protection)

NEIGHBORHOOD CONTEXT: The area is largely single family residential lots with some large lot, agricultural zoned areas remaining.

STAFF RECOMMENDATION:
Approve RN-2 (Single Family Residential Neighborhood) and HP (Hillside Protection Overlay) zoning district because it is consistent with the Sector Plan and One Year Plan designations for LDR (Low Density Residential) and HP (Hillside Protection) for this area.

COMMENTS:

FILE #: 8-G-20-RZ  8/5/2020 05:07 PM  LIZ ALBERTSON
REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:
1. The Northwest County Sector continues to remain one of the fastest growing areas of Knox County.
2. Additional opportunities for a variety of housing types are warranted, particularly in areas within the PRZ (Parental Responsibility Zone) of schools. This location is within the PRZ for Pleasant Ridge Elementary School.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. The RN-2 Single-Family Residential Neighborhood Zoning District is intended to accommodate low density single-family residential development on relatively small lots with smaller setbacks within the City of Knoxville. Two-family dwellings may also be allowed by special use approval. Limited nonresidential uses that are compatible with the character of the district may also be permitted.
2. Rezonings should be based on the entire range of uses allowed within a zone to ensure that any development brought forth at a future time would be compatible with the surrounding land uses.
3. Hillsides constitute significant natural topographic features of the City. In addition, when development occurs on hillsides, there are potential serious consequences, such as increased erosion, fire, or flood hazards, and property damage from extensive soils slippage and subsidence. In order to protect hillsides and hillside development, the HP Hillside Protection Overlay District has limitations for residential density and land disturbance within the HP overlay areas (See attached slope analysis for 8-G-20-RZ).

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT.
1. Rezoning this parcel to RN-2 will allow for lot sizes for single family residential of 5,000 square feet, slightly reduced setbacks are also allowed in this district.
2. The property is located within the HP overlay so disturbance and density will be limited for the development of the site (See attached slope analysis for 8-G-20-RZ).
3. Development of the site will need to demonstrate adequate sight distance requirements for driveways or intersections per City regulations.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:
1. The current sector plan designation of LDR (Low Density Residential) and HP (Hillside Protection) supports rezonings for RN-2 and HP.
2. The proposed amendment does not appear to be in conflict with any adopted plans.

ESTIMATED TRAFFIC IMPACT: 837 (average daily vehicle trips)

Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 28 (public school children, grades K-12)

Schools affected by this proposal: Pleasant Ridge Elementary, Northwest Middle, and Karns High.
- Potential new school population is estimated using locally-derived data on public school student yield generated by new housing.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Students may request transfers to different zones, and zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.

If approved, this item will be forwarded to Knoxville City Council for action on 9/8/2020 and 9/22/2020. If denied, Knoxville-Knox County Planning Commission's action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed.
Appellants have 15 days to appeal a Planning Commission decision in the City.
8-G-20-RZ
REZONING

From: RN-1 (Single-Family Residential Neighborhood)

To: RN-2 (Single-Family Residential Neighborhood)

Petitioner: Susong, BLD Properties, LLC, Randy

Map No: 79
Jurisdiction: City

Original Print Date: 7/15/2020
Revised:

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902

Packet Pg. 677
8-G-20-RZ
REZONING - SLOPE ANALYSIS

From: RN-1 (Single-Family Residential Neighborhood)
To: RN-2 (Single-Family Residential Neighborhood)

Petitioner: Susong, BLD Properties, LLC, Randy

Map No: 79
Jurisdiction: City

Original Print Date: 7/20/2020
Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Packet Pg. 678
### Slope Analysis
**8-G-20-RZ**

<table>
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<tr>
<th>CATEGORY</th>
<th>ACRES</th>
<th>DENSITY (Dwelling Units / Acre)</th>
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<tr>
<td>Non-Hillside (HP)</td>
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<td>8.71</td>
<td>0.3</td>
<td>100%</td>
<td>0.04</td>
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<tr>
<td>0-15% Slope</td>
<td>1.66</td>
<td>8.71</td>
<td>14.5</td>
<td>100%</td>
<td>1.66</td>
</tr>
<tr>
<td>15-25% Slope</td>
<td>4.18</td>
<td>2.00</td>
<td>8.4</td>
<td>50%</td>
<td>2.09</td>
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<tr>
<td>25-40% Slope</td>
<td>2.16</td>
<td>0.50</td>
<td>1.1</td>
<td>20%</td>
<td>0.43</td>
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<tr>
<td>Greater than 40% Slope</td>
<td>0.29</td>
<td>0.20</td>
<td>0.1</td>
<td>10%</td>
<td>0.03</td>
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<tr>
<td>Subtotal: Sloped Land (Inside HP)</td>
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<td></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>8.34</strong></td>
<td><strong>2.92</strong></td>
<td><strong>24.3</strong></td>
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<td><strong>4.255</strong></td>
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### DENSITY CALCULATION

<table>
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<tr>
<th>CATEGORY</th>
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<th>MAXIMUM DENSITY (Dwelling Units / Acre)</th>
<th>NUMBER OF UNITS</th>
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<tbody>
<tr>
<td>Non-Hillside</td>
<td>0.04</td>
<td>8.71</td>
<td>0.3</td>
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<tr>
<td>0-15% Slope</td>
<td>1.66</td>
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<td>25-40% Slope</td>
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<td>1.1</td>
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<td>Greater than 40%</td>
<td>0.29</td>
<td>0.20</td>
<td>0.1</td>
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<tr>
<td>Subtotal: Sloped Land</td>
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<td>24.0</td>
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<tr>
<td>Maximum Density (HP Overlay)</td>
<td>8.34</td>
<td>2.92</td>
<td>24.3</td>
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### DISTURBANCE CALCULATION

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<tr>
<th>CATEGORY</th>
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<th>MAXIMUM LAND DISTURBANCE (Percent)</th>
<th>ACRES OF DISTURBANCE</th>
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</thead>
<tbody>
<tr>
<td>Non-Hillside</td>
<td>0.04</td>
<td>100%</td>
<td>0.04</td>
</tr>
<tr>
<td>0-15% Slope</td>
<td>1.66</td>
<td>100%</td>
<td>1.66</td>
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<tr>
<td>15-25% Slope</td>
<td>4.18</td>
<td>50%</td>
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<tr>
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<td>20%</td>
<td>0.43</td>
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<tr>
<td>Greater than 40%</td>
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<td>10%</td>
<td>0.03</td>
</tr>
<tr>
<td>Subtotal: Sloped Land</td>
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<td>4.22</td>
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<td>Maximum Disturbance (HP Overlay)</td>
<td>8.34</td>
<td>51%</td>
<td>4.26</td>
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Exhibit A. 8-G-20-RZ Contextual Images

Zoning Map

Sector Plan Map
Exhibit A. 8-G-20-RZ Contextual Images

Existing Land Use Map

Aerial Map
Exhibit A. 8-G-20-RZ Contextual Images

Street View Nickle Rd facing east
Fwd: File # 8-g-20 rz if the rezoning is approved how will it affect my property value I live at 6204 flint road 37921
my name is DARRELL Cross cell phone number 216-5582

1 message

Terry Gilhula <terry.gilhula@knoxplanning.org>    Thu, Aug 13, 2020 at 12:10 PM
To: "Caron, Don" <don.caron@knoxplanning.org>, Laura Edmonds <laura.edmonds@knoxplanning.org>, "Albertson, Liz" <liz.albertson@knoxplanning.org>

---------- Forwarded message  ---------
From: darrellgenecross <darrellgenecross@gmail.com>
Date: Thu, Aug 13, 2020 at 11:59 AM
Subject: File # 8-g-20 rz if the rezoning is approved how will it affect my property value I live at 6204 flint road 37921 my name is DARRELL Cross cell phone number 216-5582
To: <contact@knoxplanning.org>

Sent from my Samsung Galaxy smartphone.
Forwarding community comments.

---------- Forwarded message ----------
From: Donna Nelson <bdkbfr@aol.com>
Date: Tue, Aug 11, 2020 at 6:52 PM
Subject: Fwd: Resining 8-G-20-RZ
To: liz.albertson@knoxplanning.org

Ms. Albertson

I apologize for getting this to you so late but I have been ill since we talked and this is my first chance to do so. I enjoyed speaking with you and appreciate your taking the time to answer my questions.

Donna

Sent from my iPhone

Begin forwarded message:

From: Donna Nelson <bdkbfr@aol.com>
Date: August 11, 2020 at 6:48:32 PM EDT
To: commission@knoxplanning.org
Subject: Resining 8-G-20-RZ

Dear Planning Commissioners

I would like to register my concerns with this proposal.

Nickle Road is barely wide enough for two large vehicles to pass. It has no shoulder and poor line of sight in many places on the road. It is used as a cut through between Western Avenue and Clinton Highway and carries a large volume of traffic daily.

Also, the wooded area is on steep old ground with many 50-60 foot old growth trees. If this area is cleared improperly it will cause severe runoff and erosion during heavy rains affecting our property and threatening flooding in our homes.

Lastly, I do not believe the density and lot size is in keeping with the established neighborhood. There is a RN-2 subdivision on the end of the road that was approved many years ago when there was no real zoning plan for the city but the rest of the road is RN-1 and Agricultural.

If you do not want to deny the request I would respectfully ask that an environmental study and road engineering study be required to properly address concerns and establish a concrete plan to protect our neighborhood.

Thank you for your consideration.

Sincerely
Donna Fry Nelson
Sent from my iPhone

---

Liz Albertson, AICP
Senior Planner
865-215-3804
liz.albertson@knoxplanning.org
Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Fwd: Rezoning 8-G-20-RZ
1 message

'Donna Nelson' via Commission <commission@knoxplanning.org>
Reply-To: bdkbfry@aol.com
To: commission@knoxplanning.org

Sent from my iPhone

Begin forwarded message:

From: Donna Nelson <bdkbfry@aol.com>
Date: August 11, 2020 at 6:48:32 PM EDT
To: commission@knox.planning.org
Subject: Resining 8-G-20-RZ

Dear Planning Commissioners

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If you do not want to deny the request I would respectfully ask that an environmental study and road engineering study be required to properly address concerns and establish a concrete plan to protect our neighborhood.

Thank you for your consideration.

Sincerely
Donna Fry Nelson
Sent from my iPhone

This message was directed to commission@knoxplanning.org
Dori Caron <dori.caron@knoxplanning.org>

[Planning Commission Comment]

Donna Snider <donnadlsnider@gmail.com>  
Fri, Jul 31, 2020 at 9:22 AM

I worry about traffic on Nicole.  
It can not handle it as is. It needs widening now. Thanks Billy Snider 6116 Flint Rd, Knoxville, TN 37921.

--

This message was directed to commission@knoxplanning.org
The Planning Commission met in regular session on August 13, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

**1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Tamara Boyer</td>
<td>Ms. Gayle Bustin</td>
<td>Mr. Louis Browning</td>
</tr>
<tr>
<td>Ms. Karyn Adams</td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
</tr>
<tr>
<td>Ms. Sandra Korbelik</td>
<td>Mr. Richard Graf</td>
<td>Ms. Jacqueline Dent</td>
</tr>
<tr>
<td>Mr. Chris Ooten</td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td>Mr. Jeff Roth</td>
</tr>
<tr>
<td>Mr. Scott Smith</td>
<td>Mr. Tim Hill</td>
<td><strong>Mr. Eddie Smith</strong></td>
</tr>
</tbody>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

**13. RANDY SUSONG, BLD PROPERTIES, LLC 8-G-20-RZ**

0 Nickle Road / Parcel ID 79 E B 005, Council District 3. Rezoning from RN-1 (Single-Family Residential Neighborhood) to RN-2 (Single-Family Residential Neighborhood).

**1. STAFF RECOMMENDATION**

Approve RN-2 (Single Family Residential Neighborhood) District Zoning and HP (Hillside Protection Overlay) because it is consistent with the Sector Plan and One Year Plan designations for LDR (Low Density Residential) and HP (Hillside Protection) for this area.

**APPROVED ON CONSENT EARLIER IN THE MEETING**

Commissioner Roth recused himself on the Consent list.
Commissioner Korbelik requested that Items #24 and #27 be removed from the Consent list.

**1. MOTION (BUSTIN) AND SECOND (OOTEN) WERE MADE TO HEAR THE CONSENT ITEMS AS READ REMOVING ITEMS #24 AND #27.**
A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**

2. MOTION (BUSTIN) AND SECOND (OOTEN) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.

A roll call vote was taken.

**MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED**
DEVELOPMENT REQUEST

DEVELOPMENT
- Development Plan
- Planned Development
- Use on Review / Special Use

SUBDIVISION
- Concept Plan
- Final Plat
- Rezoning

ZONING
- Plan Amendment

Applicant Name: BLD Properties LLC

6/26/2020
Date Filed

Randy Susong
Applicant Affiliation

August 13, 2020
Meeting Date (if applicable)

8-G-20-RZ
File Numbers(s)

CORRESPONDENCE
All correspondence related to this application should be directed to the approved contact listed below.

- Applicant: X Owner
- Opton Holder
- Project Surveyor
- Engineer
- Architect/Landscape Architect

Name: Randy Susong
Company: BLD Properties LLC
Address: 1728 Garland Rd
City: Knoxville
State: TN
Zip: 37922
Phone: 865-414-4467
Email: randy@eusanong.com

CURRENT PROPERTY INFO

BLD Properties LLC 1728 Garland Rd (865) 414-4467

Property Address: O Nickle Rd 079EBOOS
Parcel ID

General Location: South Side, Nickle East of Elist Rd. 9.19
Tract Size

3rd Council: RN1
Zoning District

Planning Sector: Northwest City
Sector Plan Land Use Classification: LDR
Growth Policy Plan Designation: N City

Existing Land Use: Vacant
Septic (Y/N): N
Sewer Provider: Yes
Water Provider: Yes

Attachment: 8-G-20-RZ_pkg (7813 : Rezoning O Nickle Road 8-G-20-RZ)
REQUEST

- Development Plan: [ ] Use on Review / Special Use
  - Residential [ ] Non-Residential
- Home Occupation (specify):
- Other (specify):

- Proposed Subdivision Name: Nickle Estates

- Parcel Change:
  - [ ] Combine Parcels  [ ] Divide Parcel
  - Total Number of Lots Created:
- Other (specify):
- Attachments / Additional Requirements

- Zoning Change: [ ] Proposed Zoning
  - Proposed Zoning: RN2

- Plan Amendment Change:
  - Proposed Plan Designation(s):

- Proposed Density (units/acre):
- Previous Rezoning Requests
- Other (specify):

PLAT TYPE
- [ ] Staff Review  [ ] Planning Commission

ATTACHMENTS
- [ ] Property Owners / Option Holders  [ ] Variance Request

ADDITIONAL REQUIREMENTS
- [ ] Design Plan Certification (Final Plat only)
- [ ] Use on Review / Special Use (Concept Plan only)
- [ ] Traffic Impact Study

FEE 1: 0325
$1060.00
TOTAL: $1060.00

AUTHORIZATION
By signing below, I certify I am the property owner, applicant or the owners authorized representative.

Applicant Signature: [Signature]
Phone Number: 865 414-4467
Email: randy@susong7.com
Date: 6/26/2020

Randy Susong
Please Print

Staff Signature: [Signature]
Date: 6/26/2020

Packet Pg. 692
KNOX CTY METRO PLANN  
400 W MAIN ST # 403  
KNOXVILLE TN 37902–242

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Order Taker: mrome  
Order Created: 08/18/2020

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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*
PUBLIC NOTICE

The following items will be considered by the Knoxville City Council on September 8, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knox-ville, TN. For information related to these items, visit KnoxPlanning.org/agenda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Street Closure

WADE LOVIN / XBI COMPANIES
- Request closure of Herman Avenue between Timothy Avenue and Rutledge Pike from the southwest corner of Parcel 070LC001 to the midpoint of Parcel 070MC016, Council District 6, East City Sector. Planning Commission Recommendation: Approve closure subject to any required easements.

Plan Amendments/Rezoning

THE PINNEY GROVE CONDOMINIUM ASSOCIATION - 942 Pinney Grove Church Road / Parcel ID 106 J D 039. One Year Plan Amendment from MDR (Medium Density Residential) to HDR (High Density Residential), Council District 3, Northwest County Sector. Planning Commission Recommendation: Approve One Year Plan Amendment to MDR/0 (Medium Density Residential/Office).

THE PINNEY GROVE CONDOMINIUM ASSOCIATION - 942 Pinney Grove Church Road / Parcel ID 106 J D 039. Northwest County Sector Plan Amendment from MDR (Medium Density Residential) to HDR (High Density Residential), Council District 3, Northwest County Sector. Planning Commission Action: Approve Sector Plan Amendment to MDR/0 (Medium Density Residential/Office).


AGENDA DATE: October 20, 2020

DEPARTMENT: Knoxville-Knox County Planning Commission (formerly known as Metropolitan Planning Commission)

DIRECTOR: Amy Brooks

AGENDA SUMMARY: An Ordinance to rezone property located at 4355 Crouch Drive, from RN-1 (Single-Family Residential Neighborhood) District to RN-4 (General Residential Neighborhood) District, John Hancock, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 9-B-20-RZ) (Fourth District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 4.

BACKGROUND: The applicant requested rezoning from RN-1 (Single-Family Residential Neighborhood) District zoning to RN-4 (General Residential Neighborhood) District zoning. Knoxville-Knox County Planning Staff recommends approval of the RN-4 (General Residential Neighborhood) zoning because it is consistent with the East City Sector Plan designation and with the surrounding development.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the RN-4 (General Residential Neighborhood) District zoning because it is consistent with the East City Sector Plan designation and with the surrounding development, by a vote of 14-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 9/10/2020 Published ad on 8/8/2020
Knoxville City Council 10/6/2020 Published ad on 9/18/2020

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD John Hancock (File No. 9-B-20-RZ) (DOCX)
- 9-B-20-RZ_pkg (PDF)
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<td>MOVER:</td>
<td>Lauren Rider, Fourth District</td>
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<tr>
<td>SECONDER:</td>
<td>Andrew Roberto, Second District</td>
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<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
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WHEREAS, John Hancock filed Application No. 9-B-20-RZ with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have property located at 4355 Crouch Drive rezoned from RN-1 (Single-Family Residential Neighborhood) District to RN-4 (General Residential Neighborhood) District; and

WHEREAS, at its September 10, 2020 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on August 8, 2020, and public notice for the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: That “The City of Knoxville Zoning Code,” being Ordinance No. O-107-2019, be and the same is hereby amended, so as to change the classification of property described as being located at 4355 Crouch Drive, Parcel ID 59 N B 01401, Fourth District, East City Sector, from RN-1 (Single-Family Residential Neighborhood) District to RN-4 (General Residential Neighborhood) District.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission Rezoning Report including all appendices; a portion of the Zoning Map on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020; the Development Request for Rezoning; and Public Notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 4: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

______________________________
Presiding Officer of the Council

______________________________
Recorder

K:\COUNCIL\ORD\MPC\REZONE\2020\John Hancock (File No. 9-B-20-RZ).docx
REZONING REPORT

FILE #: 9-B-20-RZ

APPLICANT: JOHN HANCOCK

OWNER(S): John Hancock / Adams Road LLC

TAX ID NUMBER: 59 N B 01401

JURISDICTION: City Council District 4

STREET ADDRESS: 4355 Crouch Dr.

LOCATION: Southeast of the Crouch Dr. terminus, east of Alice Bell Rd., north of Washington Pk.

APPX. SIZE OF TRACT: 0.5 acres

SECTOR PLAN: East City

GROWTH POLICY PLAN: Inside City limits

ACCESSIBILITY: Access is through parcel 070CC00101, a lot owned by the City of Knoxville that contains part of the school's access road. The parcel/right-of-way width is approximately 50 feet and the access drive pavement width is approximately 18 feet.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Love Creek

PRESENT ZONING: ZONING

REQUESTED: EXISTING

LAND USE:

PRESENT ZONING: RN-1 (Single-Family Residential Neighborhood)

REQUESTED: RN-4 (General Residential Neighborhood)

LAND USE: Single family residence

EXTENSION OF ZONE:

HISTORY OF ZONING:

No

None noted for this property. A One Year Plan amendment amending the land use designation from LDR to MDR for this parcel and the adjacent parcel to the north was approved in 1990 (# 7-B-90-PA)

SURROUNDING LAND USE AND ZONING:

North: Single family residential - RN-1 (Single Family Residential Neighborhood District)

South: Multifamily residential - RN-6 (General Residential Neighborhood District)

East: Multifamily residential - RN-6 (General Residential Neighborhood District)

West: Public-quasi public land - RN-1 (Single Family Residential Neighborhood)

NEIGHBORHOOD CONTEXT:

This area is a mix of uses and includes apartments, single family detached houses, and various institutional uses, including the adjacent school.

STAFF RECOMMENDATION:

Approve RN-4 (General Residential Neighborhood) zoning because it is consistent with the East City Sector Plan designation and with the surrounding development.
1. There have been no recent, significant changes in this area that would prompt a rezoning. However, due to the mix of residential housing types and densities already in the area, the types of residential development permitted in the RN-4 zone would not be out of character for the area. The size of the development within the parcel would be limited by the maximum impervious surface allowed, the required parking, and the dimensional requirements of the zone.

2. Rezonings should be based on the entire range of uses allowed within a zone to ensure that any development brought forth at a future time would be compatible with the surrounding land uses.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The RN-4 General Residential Neighborhood Zoning District is intended to accommodate mixed medium density residential development within the City of Knoxville. Single-family, two-family, and townhouse dwelling residential development is permitted with low-rise multi-family dwellings and new development forms such as pocket neighborhoods allowed by review and in some cases with special use approval. The RN-4 District is intended to be applied to neighborhoods that are characterized by such mixed residential development, or that have been identified as areas where such development would be suitable in the future. Limited nonresidential uses that are compatible with the character of the district may also be permitted.

2. Rezonings should be based on the entire range of uses allowed within a zone to ensure that any development brought forth at a future time would be compatible with the surrounding land uses.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT.

1. There is a variety of uses in the area – apartments are adjacent to the east, a pair of churches are nearby to the northwest, and a school is adjacent to the west. The rest of the area consists of detached single family homes, with most comprising a half-acre or less in area. A triplex or fourplex, as allowed by RN-4 zoning, would be appropriate at this location.

2. The property is located in FEMA Flood Zone X, but it is not located in a floodway or a floodplain.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The East City Sector Plan’s current MDR (Medium Density Residential) designation supports multifamily use and RN-4 zoning.

ESTIMATED TRAFFIC IMPACT: 53 (average daily vehicle trips)

Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of “Trip Generation,” published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a “trip” counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 0 (public school children, grades K-12)

Schools affected by this proposal: Spring Hill Elementary, Whittle Springs Middle, and Fulton High.

- Potential new school population is estimated using locally-derived data on public school student yield generated by new housing.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Students may request transfers to different zones, and zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.

If approved, this item will be forwarded to Knoxville City Council for action on 10/6/2020 and 10/20/2020. If denied, Knoxville-Knox County Planning Commission’s action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.
9-B-20-RZ
REZONING

From: RN-1 (Single-Family Residential Neighborhood)

To: RN-4 (General Residential Neighborhood)

Petitioner: John Hancock

Map No: 59
Jurisdiction: City

Original Print Date: 8/13/2020
Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902

Packet Pg. 702
Attachment: 9-B-20-RZ_pkg (7868 : Rezoning 4355 Crouch Drive  9-B-20-RZ)
9-B-20-RZ
EXHIBIT A. Contextual Images

9-B-20-RZ: Location Map
4355 Crouch Drive
Knoxville - Knox County - KUB Geographic Information System

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

Printed: 9/13/2023 at 2:41:22 PM

9-B-20-RZ: Aerial Map
4355 Crouch Drive
Knoxville - Knox County - KUB Geographic Information System

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

Printed: 9/13/2023 at 2:42:18 PM
EXHIBIT A. Contextual Images

Packet Pg. 705
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status Description</th>
<th>Name</th>
<th>Status Description</th>
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<tbody>
<tr>
<td>Ms. Tamara Boyer</td>
<td>A</td>
<td>Ms. Gayle Bustin</td>
<td></td>
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<tr>
<td>Ms. Karyn Adams</td>
<td></td>
<td>Mr. Mike Crowder</td>
<td>Ms. Elizabeth Eason</td>
</tr>
<tr>
<td>Ms. Sandra Korbelik</td>
<td></td>
<td>Mr. Richard Graf</td>
<td>Ms. Jacqueline Dent</td>
</tr>
<tr>
<td>Mr. Chris Ooten</td>
<td></td>
<td>Mr. Patrick Phillips, Vice-Chair</td>
<td></td>
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<tr>
<td>Mr. Scott Smith</td>
<td></td>
<td>Mr. Tim Hill</td>
<td>Mr. Jeff Roth</td>
</tr>
<tr>
<td></td>
<td>* arrived late to the meeting, ** left early in the meeting, A – Absent from the meeting</td>
<td></td>
<td></td>
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</table>

9. **JOHN HANCOCK**


1. **STAFF RECOMMENDATION**

APPROVE RN-4 (General Residential Neighborhood) District zoning because it is consistent with the East City Sector Plan designation and with the surrounding development.

APPROVED ON CONSENT EARLIER IN THE MEETING

2. **MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO HEAR THE CONSENT ITEMS AS READ.**

A roll call vote was taken.
MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED

3. MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.

A roll call vote was taken.

MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED
DEVELOPMENT REQUEST

JOHN HANCOCK
Applicant Name

7-15-2020
Date Filed

9-10-20
Meeting Date (if applicable)

9-B-20-RZ
File Numbers(s)

CORRESPONDENCE
All correspondence related to this application should be directed to the approved contact listed below.

☑ Applicant
☑ Owner
☐ Option Holder
☐ Project Surveyor
☐ Engineer
☐ Architect/Landscape Architect

JOHN HANCOCK
Name

6120 LITTLE MADISON WAY
KNOXVILLE
TN
37923
Address
City
State
Zip

Phone
Email

CURRENT PROPERTY INFO

ADAMS ROAD LLC
Owner Name (if different)

6120 LITTLE MADISON WAY
Owner Address

865-604-2295
Owner Phone

4355 CROUCH DRIVE
Property Address

059NB01401
Parcel ID

N/S WASHINGTON PK, E Q ALCIE BELL RD
Owner's Property

SE END OF CROUCH DR.

5 Acres
Tract Size

Beneficial Owner

 الملكية

EAST CITY
Planning Sector

Existing Land Use

-AR-4-MDR
Sector Plan Land Use Classification

Zoning District

N/A - City
Growth Policy Plan Designation

KUB
Water Provider

KUB
Sewer Provider

Septic (Y/N)
N

Packet Pg. 708
Attachment: 9-B-20-RZ_pkg (7868 : Rezoning 4355 Crouch Drive 9-B-20-RZ)
REQUEST

☑ Development Plan ☐ Use on Review / Special Use

☐ Residential ☐ Non-Residential

☐ Home Occupation (specify):

☐ Other (specify):

☐ Proposed Subdivision Name

☐ Parcel Change

☐ Combine Parcels ☐ Divide Parcel Total Number of Lots Created:

☐ Other (specify):

☐ Attachments / Additional Requirements

☐ Zoning Change: RN 4

Proposed zoning

☐ Plan Amendment Change:

Proposed Plan Designation(s)

☑ Proposition Density (units/acre) Previous Rezoning Requests

☐ Other (specify):

PLAT TYPE

☐ Staff Review ☐ Planning Commission

ATTACHMENTS

☐ Property Owners / Option Holders ☐ Variance Request

ADDITIONAL REQUIREMENTS

☐ Design Plan Certification (Final Plat only)

☐ Use on Review / Special Use (Concept Plan only)

☐ Traffic Impact Study

FEE 1: 0402 450.00 TOTAL: 450.00

FEE 2:

FEE 3:

AUTHORIZATION

By signing below, I certify I am the property owner, applicant or the owners authorized representative.

Applicant Signature: JOHNN HANCOCK

Phone Number: 815-604-2295

Email: JOHNHANCOCK2295@YAHOO.COM

Staff Signature: Sherry Michienzi

Date: 7-15-2020
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**Order Taker:** asathisarg  
**Order Created:** 09/14/2020

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</table>

*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knox-
ville, TN. For information related to these items, visit KnoxPlanning.org/open.do. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES
OF THE COVID-19 VIRUS, THIS
MEETING MAY BE CONDUCTED
BY ELECTRONIC MEANS.
PLEASE VISIT THE KNOXVILLE
CITY COUNCIL WEBSITE FRE-
QUENTLY FOR UPDATES ON
THIS PUBLIC MEETING.

Rezoning


Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.3 to address transition rules associated with previously approved Planned districts. Planning Commission Recommendation: Approve amendments.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to add standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9.1 to add preschool/elementary and a special use for the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.
AGENDA DATE:          October 20, 2020
DEPARTMENT:           Knoxville-Knox County Planning Commission (formerly known as Metropolitan Planning Commission)
DIRECTOR:             Amy Brooks

AGENDA SUMMARY: An Ordinance to rezone property located at 0 N. Gallaher View Road, from O (Office) District to OP (Office Park) District, Taylor D. Forrester on behalf of Concord WP COL, LLC, Applicant. (Planning Commission Approved 14-0 Consent) (File No. 9-G-20-RZ) (Second District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 2.

BACKGROUND: The applicant requested rezoning from O (Office) District zoning to OP (Office Park) District zoning. This is one of the last remaining vacant parcels designated for office uses at this interstate interchange node. It is adjacent to multi-family and big box commercial development. Knoxville-Knox County Planning Staff recommends approval of OP (Office Park) at this location because it is consistent with the surrounding development and consistent with the Northwest City Sector Plan and One Year Plan O (Office) land use designation for this property.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of OP (Office Park) at this location because it is consistent with the surrounding development and consistent with the Northwest City Sector Plan and One Year Plan O (Office) land use designation for this property, by a vote of 14-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting  9/10/2020 Published ad on 8/8/2020
Knoxville City Council  10/6/2020 Published ad on 9/18/2020

FISCAL INFORMATION: N/A

ATTACHMENTS:
• ORD Taylor Forrester OBO Concord WP COL, LLC (File No. 9-G-20-RZ) (DOCX)
• 9-G-20-RZ_pkg (PDF)
<table>
<thead>
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<th>APPROVED ON FIRST READING [UNANIMOUS] Next: 10/20/2020 6:00 PM</th>
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<tr>
<td>MOVER:</td>
<td>Andrew Roberto, Second District</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janet Testerman, At-Large Seat B</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
</tbody>
</table>

WHEREAS, Taylor D. Forrester filed Application No. 9-G-20-RZ with the Knoxville-Knox County Planning Commission ("Planning Commission") on behalf of Concord WP COL, LLC to have property located at 0 N. Gallaher View Road rezoned from O (Office) District to OP (Office Park) District; and

WHEREAS, at its September 10, 2020 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on August 8, 2020, and public notice for the City Council meeting on October 6, 2020 was published in the Knoxville News Sentinel on September 18, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: That “The City of Knoxville Zoning Code,” being Ordinance No. O-107-2019, be and the same is hereby amended, so as to change the classification of property described as being located at 0 N. Gallaher View Road, Parcel ID 120 H B 022, Second District, Northwest City Sector, from O (Office) District to OP (Office Park) District.

SECTION 2: The following Planning Commission documents are attached as Collective Exhibit 1 to this Ordinance and made a part hereof by reference: The Knoxville-Knox County Planning Commission Rezoning Report including all appendices; a portion of the Zoning Map on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of September 10, 2020; the Development Request for Rezoning; and Public Notice.

SECTION 3: If any part, sentence, phrase, clause, term, word, section, subsection, or provision of this ordinance is declared by a court of competent jurisdiction to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared to be unconstitutional, illegal, or invalid.

SECTION 4: This Ordinance shall take effect seventeen (17) days from and after its passage, the welfare of the City requiring it.

______________________________
Presiding Officer of the Council

Recorder

K:\COUNCIL\ORD\MPC\REZONE\2020\Taylor Forrester OBO Concord WP COL, LLC (File No. 9-G-20-RZ).docx
REZONING REPORT

FILE #: 9-G-20-RZ
AGENDA ITEM #: 14
AGENDA DATE: 9/10/2020

APPLICANT: TAYLOR FORRESTER O/B/O CONCORD WP COL LLC
OWNER(S): TJ Gallaher View Partnership

TAX ID NUMBER: 120 H B 022
JURISDICTION: City Council District 2
STREET ADDRESS: 0 N. Gallaher View Rd.


APPX. SIZE OF TRACT: 3 acres
SECTOR PLAN: Northwest City
GROWTH POLICY PLAN: N/A
ACCESSIBILITY: Access is via N Gallaher View Road, a minor arterial with pavement width of 79 feet within a right-of-way width of 100 feet.
UTILITIES:
- Water Source: Knoxville Utilities Board
- Sewer Source: Knoxville Utilities Board
WATERSHED: Ten Mile Creek

PRESENT ZONING: O (Office)
ZONING REQUESTED: OP (Office Park)
EXISTING LAND USE: Agriculture/forestry/vacant

EXTENSION OF ZONE: No - but adjacent to O (Office) zoning
HISTORY OF ZONING:
- 5-J-99-RZ: A-1 and R-1A to O-1
SURROUNDING LAND USE AND ZONING:
- North: Multifamily - RN-6 (Multi-Family Residential Neighborhood)
- South: Office - O (Office)
- East: Office - O (Office)
- West: Office - C-R-2 (Regional Commercial)
NEIGHBORHOOD CONTEXT: This area is a commercial, office and multi-family node adjacent to the Gallaher View Road / Interstate 40 interchange.

STAFF RECOMMENDATION:

Approve OP (Office Park) at this location because it is consistent with the surrounding development and consistent with the Northwest City Sector Plan and One Year Plan O (Office) land use designation for this property.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY.
GENERALLY:
1. This is one of the last remaining vacant parcels designated for office uses at this interstate interchange node.
2. It is adjacent to multi-family and big box commercial development.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. The OP (Office Park) zone is intended to accommodate large office developments and office parks/campuses. The district is oriented toward larger-scale complexes that may include accessory services for employees such as personal services, restaurants, and retail establishments. District standards are intended to guide the development of office as a more campus-like environment.
2. Rezonings should be based on the entire range of uses permitted in the zone district.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT.
1. The OP zone permits office uses similar in character to those in the area.
2. During future development plan reviews for this site access may be required through the adjacent office zoned property and an access easement may also be necessary in future reviews.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:
1. OP zoning is consistent with the O (Office) proposed land use designation for the Northwest City Sector Plan and the One Year Plan.
2. This request is consistent with all other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 10/6/2020 and 10/20/2020. If denied, Knoxville-Knox County Planning Commission’s action is final, unless the action to deny is appealed to Knoxville City Council. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.
9-G-20-RZ
REZONING

From: O (Office)

To: OP (Office Park)

Original Print Date: 8/13/2020

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Forrester obo Concord WP COL LLC, Taylor

Map No: 120

Jurisdiction: City

0 250 Feet

Attachment: 9-G-20-RZ_pkg (7869 - Rezoning 0 N. Gallaher View Road 9-G-20-RZ)
Exhibit A. 9-G-20-RZ Contextual Images

Zoning Map

Sector Plan Map

Attachment: 9-G-20-RZ_pkg (7869 - Rezoning 0 N. Gallaher View Road 9-G-20-RZ)
Exhibit A. 9-G-20-RZ Contextual Images

Existing Land Use Map

Aerial Map w/ FEMA Flood Zones
The Planning Commission met in regular session on September 10, 2020 at 1:30 p.m. via an electronic meeting through ZOOM.

**Item No.** | **File No.**
--- | ---
1. **ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE**

<table>
<thead>
<tr>
<th>Ms. Tamara Boyer</th>
<th>A</th>
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<th>Mr. Louis Browning</th>
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<td>Mr. Jeff Roth</td>
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<td>Mr. Scott Smith</td>
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<td>Mr. Tim Hill</td>
<td>Mr. Eddie Smith</td>
</tr>
</tbody>
</table>

* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

14. **TAYLOR FORRESTER O/B/O CONCORD WP COL LLC**

0 N. Gallaher View Road / Parcel ID 120 H B 022, Council District 2. Rezoning from O (Office) to OP (Office Park).

1. **STAFF RECOMMENDATION**

    APPROVE OP (Office Park) at this location because it is consistent with the surrounding development and consistent with the Northwest City Sector Plan and One Year Plan O (Office) land use designation for this property.

    APPROVED ON CONSENT EARLIER IN THE MEETING

2. **MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO HEAR THE CONSENT ITEMS AS READ.**

A roll call vote was taken.
MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED

3. MOTION (ROTH) AND SECOND (OOTEN) WERE MADE TO APPROVE THE CONSENT ITEMS AS HEARD.

A roll call vote was taken.

MOTION CARRIED 14-0 UNANIMOUSLY. APPROVED
# Development Request

**DEVELOPMENT**
- [ ] Development Plan
- [ ] Planned Development
- [ ] Use on Review / Special Use

**SUBDIVISION**
- [ ] Concept Plan
- [ ] Final Plat

**ZONING**
- [ ] Plan Amendment
- [ ] Rezoning

Taylor D. Forrester on behalf of Concord WP COL LLC

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<td>Sept 10, 2020</td>
<td>9-G-20-RZ</td>
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**CORRESPONDENCE**

All correspondence related to this application should be directed to the approved contact listed below.

- [ ] Applicant
- [ ] Owner
- [ ] Option Holder
- [ ] Project Surveyor
- [ ] Engineer
- [ ] Architect/Landscape Architect

Taylor D. Forrester

Long, Ragsdale & Waters, P.C.

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<td>1111 N. Northshore Drive, Suite S-700</td>
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<td>TN</td>
<td>37919</td>
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<tr>
<td>865-584-4040</td>
<td><a href="mailto:tforrester@lrwlaw.com">tforrester@lrwlaw.com</a></td>
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**CURRENT PROPERTY INFO**

TJ Gallaher View Partnership

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<th>Owner Name (if different)</th>
<th>Owner Address</th>
<th>Owner Phone</th>
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REQUEST

☐ Development Plan  ☐ Use on Review / Special Use
☐ Residential  ☐ Non-Residential

☐ Home Occupation (specify): ____________________________
☐ Other (specify): ____________________________________

☐ Proposed Subdivision Name ____________________________ Unit / Phase Number ____________

☐ Parcel Change
☐ Combine Parcels  ☐ Divide Parcel  Total Number of Lots Created: ________
☐ Other (specify): ____________________________________

☐ Attachments / Additional Requirements

☒ Zoning Change:  Office Park [OP]

☐ Proposed Zoning

☐ Plan Amendment Change:

☐ Proposed Plan Designation(s)

☐ Proposed Property Use (specify) Proposed Density (units/acre) Previous Rezoning Requests

☐ Other (specify): ____________________________________

PLAT TYPE
☐ Staff Review  ☐ Planning Commission

ATTACHMENTS
☐ Property Owners / Option Holders  ☐ Variance Request

ADDITIONAL REQUIREMENTS
☐ Design Plan Certification (Final Plat only)
☐ Use on Review / Special Use (Concept Plan only)
☐ Traffic Impact Study

FEE 1: $1,000.00  TOTAL: $1,600.00
FEE 2: $600.00
FEE 3: ____________

AUTHORIZATION  By signing below, I certify I am the property owner, applicant or the owners authorized representative.

Taylor Forrester  Taylor D. Forrester  7/30/2020
Applicant Signature  Please Print  Date
865-584-4040  tforrester@lrwlaw.com
Phone Number  Email

Staff Signature  Please Print  Date

Packet Pg. 725
# Names of All Property Owners Involved or Holders of Option on Same

Must Be Listed Below:

Please print or type in black ink:

<table>
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<tr>
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<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>Owner / Option</th>
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<td>P.O. Box 50215, Knoxville, TN 37930</td>
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<tr>
<td>Concord WP Co. LLC</td>
<td>11410 Common Oaks Drive, Raleigh, NC 27614</td>
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</tbody>
</table>

If more space is needed, attach additional sheets.
REQUIRED SIGN POSTING AGREEMENT
For all rezoning, plan amendment, concept plan, use on review, right-of-way closure, and street name change applications, a sign must be posted on the subject property, consistent with the adopted Administrative Rules and Procedures.

At the time of application, staff will provide a sign(s) to post on the property as part of the application process. If the sign(s) go missing for any reason and need to be replaced, then the applicant will be responsible for picking up a new sign(s) from the Planning offices. The applicant will be charged a fee of $10 for each replacement sign.

LOCATION AND VISIBILITY
The sign must be posted in a location that is clearly visible from vehicles traveling in either direction on the nearest adjacent/frontage street. If the property has more than one street frontage, then the sign should be placed along the street that carries more traffic. Planning staff may recommend a preferred location for the sign to be posted at the time of application.

TIMING
The sign(s) must be posted 15 days before the scheduled Planning Commission public hearing and must remain in place until the day after the meeting. In the case of a postponement, the sign can either remain in place or be removed and reposted 15 days before the next Planning Commission meeting.

I hereby agree to post and remove the sign(s) provided on the subject property consistent with the above guidelines and between the dates of:

Aug 4th (Wed) and Sept 11th (Fri)
(15 days before the Planning Commission meeting) (the day after the Planning Commission meeting)

Signature: Matt Barton for Taylor D. Forrester
Printed Name: Taylor D. Forrester
Phone: 865-584-4040 Email: tforrester@lrlaw.com
Date: 7-30-20
File Number: 9-G-20-RZ

REvised March 2019
## Knoxville News Sentinel

**KNOX CTY METRO PLANN**
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

<table>
<thead>
<tr>
<th>Account</th>
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**Order Taker:** asathisarg
**Order Created:** 09/14/2020

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<td>09/18/2020</td>
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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION
PUBLIC NOTICE
The following items will be considered by the Knoxville City Council on October 6, 2020 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knox-
ville, TN. For information related to these items, visit KnoxPlanning.org/opened. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-2104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THIS MEETING MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT THE KNOXVILLE CITY COUNCIL WEBSITE FREQUENTLY FOR UPDATES ON THIS PUBLIC MEETING.

Rezoning


Ordinance Amendments
CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9.E to address limitations on the maximum sign area in the Office Park District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of Amendments to the Knoxville City Code, Appendix B, Zoning Code, to Articles 1.4, 3.1, 14.1, 14.2 and 16.2 to address transition rules associated with previously approved planned districts. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, to Article 13.9 of the City of Knoxville’s Zoning Ordinance to address standards for internally illuminated signs in the Institutional District. Planning Commission Recommendation: Approve amendment.

CITY OF KNOXVILLE - Consideration of an Amendment to the Knoxville City Code, Appendix B, Zoning Code, Article 9.2 Use Matrix Table 9.1 to add preschool/kindergarten as a special use in the Parks and Open Space (OS) Zoning District. Planning Commission Recommendation: Approve amendment.